

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division

2015 OCT -9 P 4: 34

PATRICIA A. BONNEY, RYAN
BLITSTEIN, and JONATHAN GOSLIN, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

VOLKSWAGEN AG, VOLKSWAGEN
GROUP OF AMERICA, INC.,
VOLKSWAGEN OF AMERICA, INC.,
AUDI AG, and AUDI OF AMERICA, INC.,

Defendants.

Case No. 1:15-cv-01323-DISTRICT COURT
ALEXANDRIA, VIRGINIA

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiffs Patricia A. Bonney, Ryan Blitstein, and Jonathan Goslin (“Plaintiffs”) bring this action individually and on behalf of all similarly situated persons (“Class Members”) and allege the following against Volkswagen AG, Volkswagen Group of America, Inc., Volkswagen of America, Inc., Audi AG, and Audi of America, Inc. (collectively “Volkswagen” or “Defendants”) based on their personal knowledge, information, belief and the investigation of counsel.

I. INTRODUCTION

1. This case arises out of one of the largest consumer frauds and deceptions in United States history. Defendants manufactured and marketed Clean Diesel TDI vehicles (hereinafter “Clean Diesel”), which promised consumers the best of all worlds: low emissions,

fuel efficiency, and power. However, the promised low emissions were merely an illusion, concealed by manipulation devices designed to fool customers and defeat government testing.

2. Defendants installed a software program in all Clean Diesel cars that detected when the cars were undergoing official emissions testing. When emissions testing was detected, the car automatically activated its full emissions control, temporarily limiting the amount of pollutants emitted. Once testing was over, and during all normal operation, the allegedly “clean” car engine would revert back to its “dirty” state – emitting pollutants, including nitrogen oxides (NOx), at up to 40 times the amounts allowed under the laws of the United States and various states.

3. As used in this Complaint, the “Class Vehicles” refer to Volkswagen and Audi vehicles sold in the United States with 4-cylinder, Type EA 189 diesel engines, which share a common, uniform, deceitful, and harmful design in that they (A) emit high and illegal levels of pollutants in normal operation; (B) are equipped with a defeat device enabling them to bypass emissions regulations; and (C) cannot deliver the advertised combination of low emissions, fuel economy, and high performance for which they were marketed and advertised. The Class Vehicles include at least the following makes and model years:

Year	Make	Model
2009 – 2015	Volkswagen	Jetta
2009 – 2014	Volkswagen	Jetta SportWagen
2012 – 2015	Volkswagen	Beetle
2012 – 2015	Volkswagen	Beetle Convertible
2010 – 2015	Volkswagen	Golf
2015	Volkswagen	Golf SportWagen
2012 – 2015	Volkswagen	Passat
2010 – 2015	Audi	A3

Discovery may reveal that additional cars, makes, or models are properly considered as “Class Vehicles.” Indeed, Defendants have admitted that the defeat device was present in at least 482,000 Class Vehicles sold in the United States, and more than 11 million vehicles worldwide. Defendants have also stated that affected vehicles could include the Audi A1, A4, A5, A6, TT, Q3, and Q5.

4. Defendants were aware of and went to substantial lengths to conceal the existence of the defeat devices on the Class Vehicles. After third-party tests showed much higher emissions on Class Vehicles, the Environmental Protection Agency (“EPA”) and the California Air Resources Board (“CARB”) began to ask questions. Defendants made false statements to the EPA and CARB, and even issued a fraudulent recall to deflect attention from the irregularities in the testing. Defendants only admitted to the existence of the defeat device when they were faced with having their 2016 models pulled from the shelves.

5. On September 18, 2015, the EPA issued a Notice of Violation finding that this sophisticated software constituted a “defeat device” under the Clean Air Act.¹ A “defeat device” is anything that reduces the effectiveness of the vehicle’s emissions control system during normal vehicle operations. The EPA found that because of these “defeat devices,” the Clean Diesel cars did not meet federal emissions standards nor comply with the certificates of conformity that Defendants—like all vehicle manufacturers—were required to secure for each car that they intended to sell in the United States.

6. By installing these “defeat devices” and failing to disclose the true level of emissions from the Clean Diesel cars, Defendants purposefully violated the Clean Air Act and its

¹ Letter from United States Environmental Protection Agency, Office of Enforcement and Compliance Assurance to Volkswagen AG, Audi AG, and Volkswagen Group of America, Inc. (September 18, 2015), *available at* <http://www3.epa.gov/otaq/cert/documents/vw-nov-cao-09-18-15.pdf>.

regulations, violated state law, lied to and defrauded their customers, and engaged in deceptive trade practices and unfair competition.

7. Had Plaintiffs and the Class been aware of the “defeat devices” and the true emissions levels of their Class Vehicle, they would not have purchased or leased the Class Vehicles, or they would have paid substantially less for these Class Vehicles. Instead, Defendants charged and Plaintiffs paid a premium for these Clean Diesel cars compared to cars with gasoline engines. For example, the Clean Diesel version of the 2015 Jetta in the base “S” model costs \$2,860 more than the same model with a traditional gasoline engine. A consumer buying a Jetta in the highest trim version pays \$6,315 more for the Clean Diesel version. The pricing premiums for the Volkswagen Jetta, Golf, Passat and Audi A3 ranged between at least \$1,000 and \$6,855. Plaintiffs and the Class would not have paid a premium for a nonconforming vehicle that, absent Defendants’ deception, could not have been approved by the EPA for introduction into United States commerce.²

8. Although the EPA has ordered Defendants to recall the Class Vehicles and repair them so that they comply with EPA emissions requirements, the necessary modifications will substantially degrade the value, gas mileage and performance of the Class Vehicles. Accordingly, regardless of whatever repairs Defendants might implement, the Class Vehicles will not perform as advertised, causing harm to Plaintiffs and the Class.

9. As a result of Defendants’ fraud and deceit, Plaintiffs and Class Members have suffered economic damages since their vehicles will depreciate in value, and Plaintiffs and the Class may incur more expenses on gasoline since their vehicles will no longer be as fuel efficient.

² *Id.*

II. JURISDICTION AND VENUE

10. This Court has jurisdiction pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because the proposed Class consists of 100 or more members; the amount in controversy exceeds \$5,000,000, exclusive of costs and interest; and minimal diversity exists. This Court also has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

11. This Court has personal jurisdiction over Defendants because they conduct business in Virginia and have sufficient minimum contact with Virginia based on sales of thousands of vehicles in the state and the operation of their United States headquarters. Defendants' principal place of business is Herndon, Virginia.

12. This Court has personal jurisdiction over Defendant Volkswagen Group of America, Inc., because it conducts business in Virginia and has sufficient minimum contacts with Virginia.

13. This Court has personal jurisdiction over Defendant Audi AG because it conducts business in Virginia and has sufficient minimum contacts with Virginia.

14. This Court has personal jurisdiction over Defendant Audi of America, Inc. because it conducts business in Virginia and has sufficient minimum contacts with Virginia.

15. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims occurred and/or emanated from this District, and because Defendants have caused harm to Class members residing in this District.

16. This case is properly assigned to the Alexandria Division because Defendants Volkswagen Group of America, Inc. and Audi of America, Inc. maintain their corporate headquarters in this district.

III. PARTIES

A. Plaintiffs

17. Plaintiff Patricia A. Bonney (“Bonney”) is a resident of Highlands Ranch, Colorado. In July 2015, Bonney purchased a 2015 Volkswagen Beetle TDI (a Class Vehicle) from McDonald Volkswagen, an authorized Volkswagen dealer located in Littleton, Colorado. Bonney relied on Volkswagen’s representations about the car’s performance, fuel efficiency and environmental-friendliness when deciding to purchase the vehicle. She would not have purchased the car but for Volkswagen’s misrepresentations about the car’s performance, fuel efficiency, and environmental impact.

18. Plaintiff Ryan Blitstein (“Blitstein”) is a resident of Chicago, Illinois. In 2014, Blitstein purchased a 2014 Jetta Sportwagen TDI (a Class Vehicle) from The Autobarn Limited, an authorized Volkswagen dealership located in Evanston, Illinois. Blitstein relied on Volkswagen’s representations about the car’s performance, fuel efficiency and environmental-friendliness when deciding to purchase the vehicle. He would not have purchased the car but for Volkswagen’s misrepresentations about the car’s performance, fuel efficiency, and environmental impact.

19. Plaintiff Jonathan Goslin (“Goslin”) is a resident of Falls Church, Virginia. In March 2015, Goslin purchased a 2015 Volkswagen Golf TDI SE (a Class Vehicle) from Sheehy Volkswagen of Springfield, an authorized Volkswagen dealer located in Springfield, Virginia. Goslin relied on Volkswagen’s representations about the car’s performance, fuel efficiency and environmental-friendliness when deciding to purchase the vehicle. He would not have purchased the car but for Volkswagen’s misrepresentations about the car’s performance, fuel efficiency, and environmental impact.

B. Defendants

20. Defendants are automobile design, manufacturing, distribution, and/or service corporations doing business within the United States. Furthermore, Defendants design, develop, manufacture, distribute, market, sell, lease, warrant, service, and repair passenger vehicles, including the Class Vehicles.

21. Defendant Volkswagen Aktiengesellschaft, doing business as Volkswagen Group and/or Volkswagen AG (hereinafter, "VW AG"), is a corporation organized and existing under the laws of Germany, with its principal place of business located in Wolfsburg, Germany. VW AG is the parent corporation of Volkswagen Group of America, Inc.

22. Defendant Volkswagen Group of America, Inc., is a corporation which is incorporated in the state of New Jersey, with its principal place of business located at 2200 Ferdinand Porsche Drive, Herndon, Virginia.

23. Defendant Volkswagen of America, Inc., is a corporation which is incorporated in the state of New Jersey, with its principal place of business located at 2200 Ferdinand Porsche Drive, Herndon, Virginia, and is an operating unit of Volkswagen Group of America, Inc.

24. Defendant Audi AG, is a corporation organized and existing under the laws of Germany with its principal place of business located in Ingolstat, Germany. Audi AG is a majority-owned subsidiary (99.5%) subsidiary of VW AG.

25. Defendant Audi of America, Inc. is a corporation with its principle place of business in Herndon, Virginia. Audi of America, Inc. is a subsidiary of Audi AG and therefore an indirect subsidiary of VW AG.

26. Based upon information and belief, Plaintiffs allege that at all times mentioned herein, each and every Defendant was acting as an agent of each of the other Defendants, and at all times mentioned was acting within the course and scope of said agency with the full

knowledge, permission, and consent of each of the other Defendants. In addition, each of the acts and/or omissions of each Defendant alleged herein were made known to, and ratified by, each of the other Defendants.

IV. FACTS

A. The Push For Clean Diesel

27. Historically, diesel engines have been considered dirtier than gasoline engines because they produce a greater amount of nitrogen-oxide (NOx). As a result, they did not gain much traction in the auto market.

28. However, starting in the late 1990s, the European auto market quickly turned from gasoline to diesel because of the diesel's cheaper price (at least in Europe), its greater power, as well as its lower overall carbon-dioxide ("CO₂") emissions. While the percentage of diesel cars in Europe tripled between the mid-1990s and 2000, these cars were unable to crack the U.S. market because of regulations on the emission of NOx.

29. In the United States, there are two bodies that regulate emissions standards, both of which regulate the emission of NOx. The first body is the EPA, which manages emissions on a national level. Pursuant to the Clean Air Act, the EPA administers a certification program to ensure that every vehicle introduced and sold into the United States satisfies EPA emissions standards. Under this program, the EPA issues certificates of conformity approving the introduction of vehicles to be sold into the United States. The second body is CARB, which is part of the California Environmental Protection Agency—the only state environmental regulatory agency permitted in the country. CARB's standards are higher than the EPA's standards.

30. States are allowed to either follow the EPA's standards or CARB's higher standards. Thus, any vehicle sold in the U.S. must receive certification from the EPA and, depending on the state, also receive certification from CARB.

31. In an attempt to meet the EPA and CARB emissions requirements, several manufacturers, such as Mercedes-Benz, have employed what is called a "urea" method to reduce NOx emissions. This method works by injecting a fluid called urea into the exhaust to convert NOx into nitrogen and water. However, this method has the drawbacks of adding weight to the vehicle and requiring users to refill the urea tank.

32. Given the added weight and the need to refill the urea tank, the feeling in the industry was that in order to crack the U.S. market, manufacturers would need to come up with high-value, high-tech diesels that did not employ downstream exhaust after-treatment.³

33. Thus, rather than pursue a urea method, Volkswagen invested millions of dollars to develop a NOx trap. The trap operates like a sponge or filter to catch NOx. Once the trap fills up, the system injects a dose of fuel onto the trap, which reacts with the NOx to form benign substances.

34. The problem with the NOx trap is that, unlike the urea method, it reduces fuel efficiency and engine performance. In order to optimize vehicle performance and fuel efficiency, Defendants' NOx trap was capable of being activated, deactivated, and/or calibrated by an on-board computer called the engine control module ("ECM"). Similarly, the ECM could alter the vehicle's air-fuel ratio at certain points to lower emissions.

35. Defendants called its NOx trap and the algorithms in its ECM "TDI Clean Diesel technology" or sometimes just "TDI technology."

³ <http://arstechnica.com/cars/2015/10/op-ed-requiring-the-impossible-how-pride-brought-vw-to-its-knees/>

B. Defendants Use A Defeat Device To Fraudulently Obtain EPA And CARB Certification

36. In 2007, Volkswagen issued a report announcing that, “very soon,” it would bring a diesel car to market that would employ TDI technology to meet US emissions standards.

37. While Defendants originally planned to start selling their TDI vehicles in early Spring of 2008, in November 2007 they announced that the launch was delayed for six months as a result of “[a] problem with the emissions system.”

38. Upon information and belief, the problem was that the vehicles did not meet EPA and CARB emissions standards, and the vehicles would not be able to obtain EPA and CARB certification, which would effectively mean they could not be sold in the United States.

39. Soon after the emissions problem was encountered, and shortly before Defendants started mass-producing their vehicles in 2008, Defendants installed an additional software algorithm (the “defeat device”) into the ECM of its TDI vehicles. This algorithm was designed to sense when the vehicle was being tested for compliance with EPA and CARB emissions standards, based on various inputs, including the position of the steering wheel, vehicle speed, the duration of the engine’s operation, and barometric pressure. These inputs directly tracked the federal test procedure used for emissions testing for EPA and CARB certification purposes.

40. When the software algorithm detected that laboratory emissions testing was being conducted, the ECM activated and/or recalibrated the TDI technology, causing the vehicle to produce compliant emissions. Defendants referred to this setting as “dyno calibration” because the device used to test emissions in a laboratory is called a stationary dynamometer.

41. When the software did not detect laboratory emissions testing, such as when the vehicle was operating under real-world conditions, the ECM deactivated and/or recalibrated the TDI technology to achieve greater engine performance and fuel efficiency at the expense of

emissions performance. Defendants referred to this setting as “road calibration.” When the vehicle was in road calibration, emissions of NO_x increased to between 10 and 40 times above EPA and CARB compliant levels.

42. Under the Clean Air Act, it is illegal for car manufacturers, such as Defendants, to install “defeat devices” in vehicles. “Defeat devices” are devices that reduce the effectiveness of the emission control system under normal vehicle operating conditions.

43. Furthermore, in 2007, Defendants were warned by one of their suppliers, Bosch, as well as one of Volkswagen’s own employees, that it was illegal to use a defeat device.

44. Nevertheless, Defendants installed the defeat devices and used them to obtain EPA and CARB certification for their TDI vehicles.

C. Defendants’ Marketing Of Clean Diesel TDI Technology

45. After Defendants obtained EPA and CARB certification, they began a massive and aggressive marketing strategy to increase their market share of diesel powered vehicles in the United States by touting their “clean diesel” line of vehicles. Indeed, from 2011 to 2013, Defendants spent approximately \$3 billion a year on advertising in the United States. Much of this money was directed toward marketing the “clean diesels.”

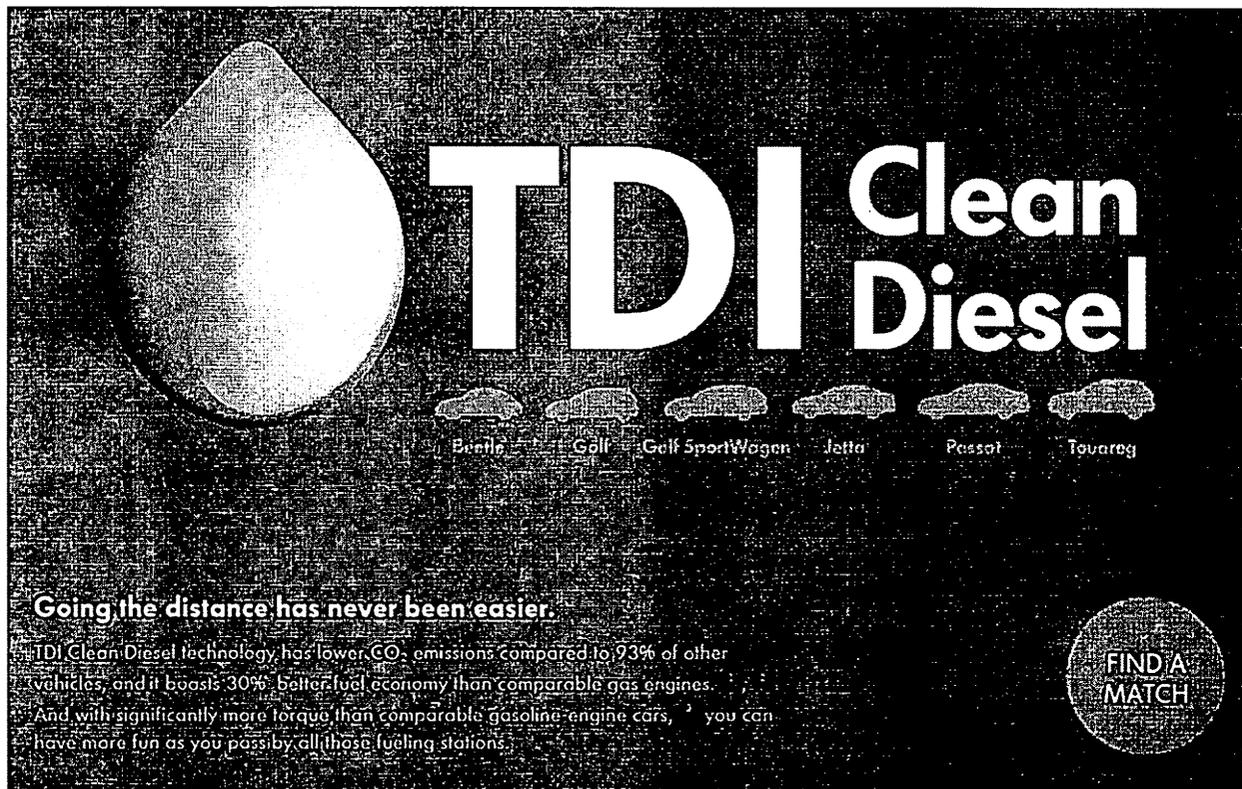
46. Defendants advertised the “clean diesel” as the best of all worlds for the eco-conscious driver: low emissions, high gas mileage and strong performance.

47. Defendants’ marketing strategy behind “clean diesel” was to eliminate consumer perception of diesel as being dirty, raise awareness of “TDI Clean Diesel Technology,” and cast the TDI vehicles as direct competitors of hybrid vehicles, which—according to Defendants’ advertisements—offered lower performance and higher emissions.

48. For example, in a 2008 press release, Volkswagen proclaimed:

The Jetta TDI is amongst the ten most fuel efficient vehicles on the US market. In the recently published “Fuel Economy Guide 2009” the EPA (Environmental Protection Agency) listed the Jetta TDI in the top ten low consumption and low emissions vehicles. In the current edition of the publication, the Jetta 2.0.1 Clean TDI, introduced to the market two months ago, is praised particularly for its excellent consumption figures; it has a fuel consumption of 5.7 litre per 100 kilometre. Moreover, the Jetta Clean TDI also fulfills stringent Californian emissions standards. This was achieved through modifications within the engine and by implementing an exhaust treatment system developed especially by Volkswagen and which reduces nitrogen oxide emissions (NOx) by up to 90 percent. The central element of the exhaust treatment system is the NOx storage catalytic converter.⁴

49. In addition, the June 2014 TDI Clean Diesel website offered the following graphic, boasting that TDI Clean Diesel had lower CO₂ emissions than 93% of cars, with better fuel economy and better performance than comparable gas-engine cars.



⁴ Press Release, Volkswagen AG, Volkswagen in Fuel Economy Guide 2009 (October 29, 2008) http://www.volkswagen.com/content/vwcorp/info_center/en/news/2008/10/vw_in_fuel_economy_guide.html (last visited October 4, 2015).

50. In 2009, a Volkswagen executive stated that the TDI engine is:

good for the environment because it puts out 25% less greenhouse gas emissions than what a gasoline engine would. And thanks to the uniqueness of the TDI motor, it cuts out the particulate emissions by 90% and the emissions of nitrous oxide are cut by 95%. So, a very very clean running engine. Clean enough to be certified in all 50 states. It's just like driving a high-powered gasoline engine so you are not giving up one bit of the driving experience that you'd expect from a regular gasoline engine.⁵

51. Defendants went as far as to trademark the term "Think Blue," which was synonymous with going green and being eco-conscious. The Clean Diesel TDI website has the following graphic:



⁵ Gayathri Vaidyanathan, *Volkswagen Preps for a Diesel Revolution*, THE BUSINESS INSIDER Oct. 2009, available at <http://www.businessinsider.com/volkswagen-preps-for-a-diesel-revolution-2009-10>.

52. Defendants engaged in several other print and website marketing campaigns to sell this technology to the consumers, including the following advertisement claiming that Clean Diesel TDI was “Like really clean diesel.”



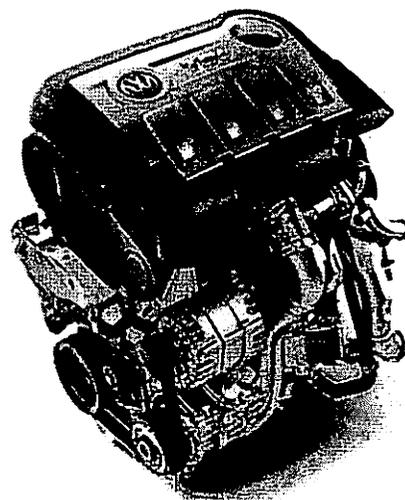
53. Similarly, in an attempt to rebrand a traditionally dirty technology as something green, Defendants released the following advertisement claiming that Clean Diesel TDI “ain’t your daddy’s diesel”:

This ain’t your daddy’s diesel.

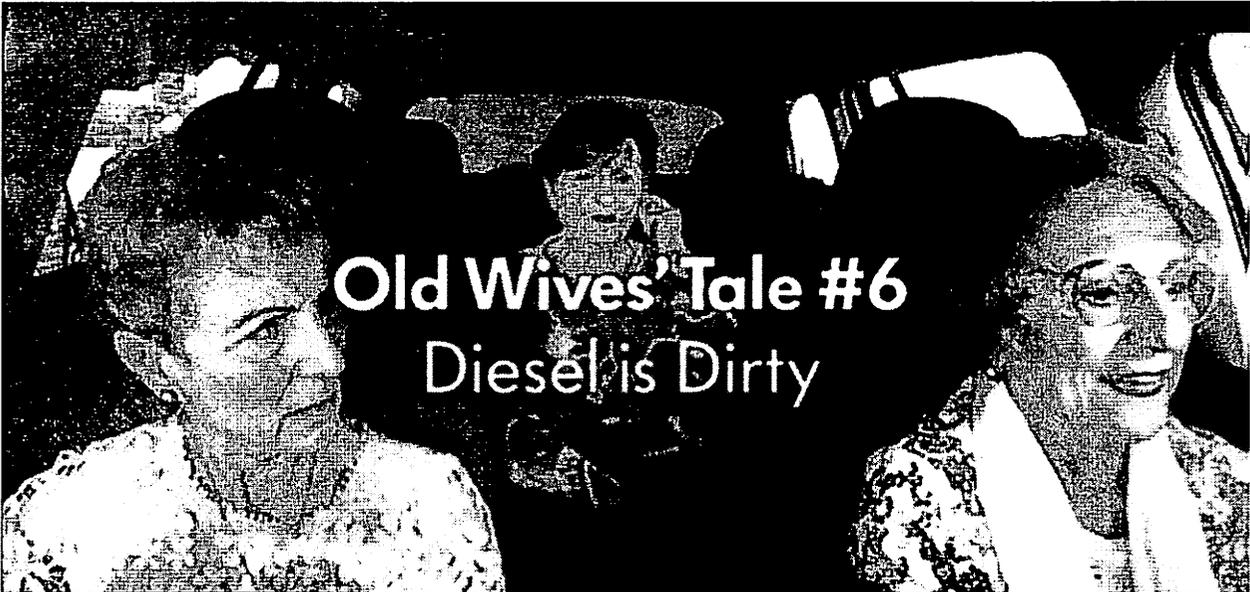
Stinky, smoky, and sluggish. Those old diesel realities no longer apply. Enter TDI Clean Diesel. Ultra-low-sulfur fuel, direct injection technology, and extreme efficiency. We’ve ushered in a new era of diesel.

- Engineered to burn low-sulfur diesel fuel
- “Common Rail” direct injection system

[View key fuel efficiency info](#)



54. Defendants also marketed Clean Diesel through television advertisements, such as the widely seen commercial with three women arguing about whether diesel is dirty:



55. After some bickering, one of the women puts her white scarf up against the exhaust pipe and then holds it up, proving that diesel is clean:





56. Defendants placed displays in showrooms of Volkswagen dealers, such as:



57. Audi engaged in a similar marketing campaign, touting the low emissions and environmental benefits of its TDI “clean diesel” engines as illustrated by the 2010 “Green Police” commercial that debuted during the 2010 Super Bowl.⁶

58. In this one-minute advertisement, Audi paid millions to promote the environmental benefits of the TDI “clean diesel” engine. In the advertisement, the Green Police arrest ordinary citizens for using plastic instead of paper, throwing away batteries, not composting orange rinds, using incandescent light bulbs, and setting their hot tub thermostats too high. All this happens while Robin Zander sings re-done lyrics to Cheap Trick’s classic “The Dream Police.”

59. The Green Police, however, give a thumbs up to Audi’s diesel A3 TDI, which claims to get 42 miles per gallon on the highway and reduce greenhouse gas emissions by 30% using the TDI “clean diesel” engine.

60. Defendants’ Clean Diesel marketing campaign was, by all accounts quite successful.

61. As a result of the defeat device, Defendants’ cars were able to win numerous awards, including the 2009 and 2010 “Green Car of the Year.”⁷

62. As a result of Defendants’ marketing campaign, Defendants’ sales of TDI Clean Diesel vehicles rose from just 12,000 units in North America in 2008, to more than 100,000 units in 2013, constituting a 78% share of the North American diesel automobile market, selling more diesel cars in the United States than every other brand combined.

⁶ Available at <https://www.youtube.com/watch?v=MI54UuAoLSo>.

⁷ John Voelcker, *Green Car of the Year: 2010 Audi A3 TDI*, GREEN CAR REPORTS, December 3, 2009, available at http://www.greencarreports.com/news/1039566_green-car-of-the-year-2010-audi-a3-tdi.

63. In addition to the marketing, Defendants displayed stickers on their new TDI vehicles which stated that the vehicles were EPA and CARB compliant, and which made representations about the vehicle's fuel economy.

D. Discovery And Investigation Of The Fraud

64. In early 2014, the Center for Alternative Fuels, Engines and Emissions at West Virginia University ("CAFEE"), at the request of the International Council on Clean Transportation, conducted on-road and laboratory testing of two Volkswagen TDI vehicles.

65. While CAFEE found that both of the vehicles' NOx emissions were below the EPA Tier 2-Bin 5 standard during laboratory tests, CAFEE discovered that the vehicles exceeded the same standard by factors of 15 to 35 and 5 to 20, respectively, during on-road testing.

66. The EPA and CARB were alerted to the emissions problems with the Volkswagen test vehicles when CAFEE published the results of its study on May 15, 2014. Both the EPA and CARB then opened investigations and began discussions with Defendant Volkswagen Group of America to determine the reason for the high NOx emissions measured under real world driving conditions in the CAFEE study.

67. Over the course of the year following the publication of the CAFEE study, Defendant VW Group of America initiated testing to replicate the CAFEE testing and identify the technical reasons for the high on-road emissions. During this time, Defendants continued to assert to CARB and the EPA that the increased emissions from these vehicles could be attributed to various technical issues and unexpected in-use conditions. Defendants made these false representations to further cover up their use of defeat devices on Clean Diesel TDI vehicles.

68. In December 2014, Defendant VW Group of America shared the results of its investigation with EPA and CARB and announced that it would conduct a voluntary software recall to recalibrate its vehicles. VW Group of America asserted that the recall would include

approximately 500,000 vehicles and would fix, among other things, the real world driving emissions. Defendants initiated this recall to further cover up their use of defeat devices, which were the real reason for the elevated emissions.

69. CARB, in coordination with the EPA, began confirmatory testing to determine the efficacy of the recall, including laboratory and on-road testing. The on-road testing revealed the recall calibration did reduce emissions to some degree, but that NOx emissions were still significantly higher than expected.

70. CARB then broadened its testing to pinpoint the exact technical nature of the test vehicles' poor performances, and to investigate why the onboard diagnostic system was not detecting the increased emissions. To do this, CARB developed a special laboratory testing equipment, which revealed that NOx emissions would rise throughout the cycle, resulting in uncontrolled NOx emissions.

71. CARB shared its findings with the EPA and VW Group of America on July 8, 2015, and conducted several technical meetings with VW Group of America. The EPA and CARB concluded that none of the potential technical issues suggested by VW Group of America explained the higher test results consistently confirmed during CARB's testing.

72. The EPA and CARB threatened to withhold approval of certificate of conformity for VW's 2016 model year diesel vehicles until VW could adequately explain the anomalous emissions and ensure the agencies that the 2016 model year vehicles would not have similar issues.

E. Defendants Confess To The EPA And Publicly Admit To Engaging In Fraud

73. Finally, and after over a year of further concealment and stonewalling, and only after the EPA and CARB threatened to pull VW clean diesels entirely from the US market, did Defendants admit they had designed, manufactured and installed defeat devices in Clean Diesel

vehicles that detected when a vehicle underwent emissions testing. The defeat device had the purpose of bypassing, defeating, or rendering inoperative elements of its diesel vehicles' emission control system.

74. As a result of their investigations and VW Group of America's admissions, both the EPA and CARB issued Notices of Violation to VW Group of America, VW AG and Audi AG, stating that Defendants had purposefully installed illegal "defeat devices" in their TDI vehicles.

75. The EPA announced that it had determined that Defendants had "designed and installed a defeat device in these vehicles in the form of a sophisticated software algorithm that detected when a vehicle was undergoing emissions testing."⁸ When the software detected that laboratory emissions testing was being conducted, it calibrated the vehicle to produce compliant emissions. When it did not detect such testing, it calibrated the vehicle to achieve greater engine performance and fuel efficiency at the expense of emissions performance. Indeed, the EPA found that when no testing was detected, emissions of NOx were between 10 and 40 times above EPA and CARB compliant levels. It further found that Defendants had violated the Clean Air Act by falsely certifying that its Clean Diesel cars met applicable federal emissions standards.

76. The Notices of Violation applied to the following vehicles equipped with the 2.0L TDI clean diesel engine:

Model Year	Make and Models
2009	2009 VW Jetta, VW Jetta Sportwagen
2010	2010 VW Jetta, VW Jetta Sportwagen
2011	2011 VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3
2012	VW Beetle, VW Beetle Convertible, VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3, VW Passat

⁸ *Id.*

2013	VW Beetle, VW Beetle Convertible, VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3, VW Passat
2014	VW Beetle, VW Beetle Convertible, VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3, VW Passat
2015	VW Beetle, VW Beetle Convertible, VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3, VW Passat

77. Although the EPA Notice of Violation applied only to the vehicles listed above, Volkswagen announced in the wake of the scandal it had installed similar defeat devices on 11 million vehicles worldwide.

78. Furthermore, since confessing to the EPA, Defendants and their representatives have publicly admitted to their fraud on numerous occasions.

79. For example, the Volkswagen AG CEO Dr. Martin Winterkorn admitted fault on behalf of the entire Volkswagen Group making the following statement:

The U.S. Environmental Protection Agency and the California Air Resources Board (EPA and CARB) revealed their findings that while testing diesel cars of the Volkswagen Group they have detected manipulations that violate American environmental standards.

The Board of Management at Volkswagen AG takes these findings very seriously. **I personally am deeply sorry that we have broken the trust of our customers and the public.** We will cooperate fully with the responsible agencies, with transparency and urgency, to clearly, openly, and completely establish all of the facts of this case. Volkswagen has ordered an external investigation of this matter. We do not and will not tolerate violations of any kind of our internal rules or of the law. The trust of our customers and the public is and continues to be our most important asset. We at Volkswagen will do everything that must be done in order to re-establish the trust that so many people have placed in us, and we will do everything necessary in order to reverse the damage this has caused. This matter has first priority for me, personally, and for our entire Board of Management.

80. Dr. Martin Winterkorn was forced to resign only a few days after making this statement.

81. President and CEO of Volkswagen Group of America, Michael Horn, was even more candid about Volkswagen's behavior: "Our company was dishonest; we screwed up." Horn stated Volkswagen's deceit was "completely inconsistent with our core values," and, "we need to make it right with all of you." Horn finished his statement with "We will correct this TDI issue. We will straighten this out. We will pay what we have to pay."

82. A few days after this statement, VW AG's supervisory board announced Michael Horn was being terminated as President and CEO of Volkswagen Group of America.

83. The VW AG supervisory board also announced terminations of the heads of research and development of Audi and Porsche, Ulrich Hackenberg and Wolfgang Hatz respectively. Hackenberg and Hatz had both held senior posts at VW in development, including of engines, before they switched to Audi and Porsche. They are among VW's highest-ranking engineers.

84. Defendants VW AG and VW America have admitted to knowingly and willfully installing a defeat device in the Class Vehicles in order to be able to market and sell such vehicles as having greater fuel efficiency and/or performance than would be possible if the Class Vehicles complied with EPA and CARB standards.

F. Defendants' Conduct Injured Plaintiffs And Class Members

85. Plaintiffs and the Class relied on marketing and warranties that Clean Diesel offered a unique combination of low emissions, high gas mileage and solid performance. Defendants intended to induce reliance by Plaintiffs and class members on their warranties and representations by and through their marketing strategy and public statements, as exemplified above.

86. As a result of Defendants' misrepresentations, Plaintiffs and the Class significantly overpaid for their Class Vehicles. Moreover, Plaintiffs and the Class never received the products that they were led to believe they were obtaining.

87. The TDI vehicles were not separate car models. Rather, Defendants simply offered TDI versions of their vehicles. For example, much like a buyer of a Toyota Camry can choose between a 4-cylinder and 6-cylinder engine, a purchaser of a Volkswagen Jetta could choose between a TDI engine and a gasoline engine.

88. Defendants charged substantially more for a TDI vehicle than they did for a gasoline version of the same model. For example, the starting price for the 2015 VW Passat TDI was \$5,755 higher than the model's base price. Plaintiffs and the Class paid extra to gain the benefits of Clean Diesel that Defendants marketed; benefits that did not exist. Thus, at the very least, Plaintiffs and the Class were injured in the amount they paid to "upgrade" their vehicle to TDI.

89. While the EPA has ordered Defendants to recall the Class Vehicles and refit them to comply with emissions standards during normal operation, the recall will diminish the fuel economy of the vehicle, meaning Plaintiffs and the Class will need to pay more for fuel than they otherwise would have. Additionally, the recall will reduce the vehicle's performance. Indeed, a recent test estimated that one of the Class Vehicles, the 2011 Jetta TDI, would suffer a power loss of approximately 10.5% as a result of a recall. Thus, even with the recall, consumers will be left with a vehicle that is overall far inferior to the one they bargained for.

90. Additionally, the discovery of Defendants' fraud has resulted in a substantial reduction in the resale value of the Class Vehicles. The Kelley Bluebook recently reported that prices for used Volkswagen diesel cars have fallen on average by 13%. Thus, customers not

only overpaid when they purchased their vehicles, but will obtain less than they otherwise would have when they sell their vehicles.

G. Defendants Benefited From Their Misrepresentations

91. Defendants greatly profited from their fraud by selling vehicles they otherwise would not have been able to sell. For example, in September 2013, Volkswagen sold over 40,000 vehicles in the US. This was only the third time in 40 years Volkswagen had sold this many vehicles, and Volkswagen attributed the high sales to its TDI vehicles.⁹

92. Furthermore, Defendants would not have been able to charge the higher prices they received from Plaintiffs and the Class if they had disclosed the lower performance and fuel efficiency that the Class Vehicles obtain when operating in compliance with EPA and CARB standards.

V. CLASS ALLEGATIONS

93. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

94. The named Plaintiffs brings this action on their own behalf and on behalf of a class of persons similarly situated to them pursuant to Rule 23(a) and 23(b)(2) and (b)(3) of the Federal Rules of Civil Procedure.

95. The named Plaintiffs seek to represent the following classes:

Nationwide Class

All persons in the United States who, prior to September 21, 2015, entered into a lease or bought a Class Vehicle, and (i) who still own or lease the Class Vehicle, (ii) who sold the Class Vehicle after September 21, 2015, or (iii) whose Class Vehicle, as a result of an accident, was declared a total loss after September 21, 2015.

⁹ Volkswagen of America, Inc., Press Release, TDI Sales Boost Volkswagen to New Achievement in August (September 4, 2013), *available at* <http://media.vw.com/release/615/>.

Colorado Sub-Class

All persons who, prior to September 21, 2015, entered into a lease or bought a Class Vehicle in Colorado, and (i) who still own or lease the Class Vehicle, (ii) who sold the Class Vehicle after September 21, 2015, or (iii) whose Class Vehicle, as a result of an accident, was declared a total loss after September 21, 2015.

Illinois Sub-Class

All persons who, prior to September 21, 2015, entered into a lease or bought a Class Vehicle in Illinois, and (i) who still own or lease the Class Vehicle, (ii) who sold the Class Vehicle after September 21, 2015, or (iii) whose Class Vehicle, as a result of an accident, was declared a total loss after September 21, 2015.

Virginia Sub-Class

All persons who, prior to September 21, 2015, entered into a lease or bought a Class Vehicle in Virginia, and (i) who still own or lease the Class Vehicle, (ii) who sold the Class Vehicle after September 21, 2015, or (iii) whose Class Vehicle, as a result of an accident, was declared a total loss after September 21, 2015.

96. Excluded from the Nationwide Class and State Sub-Classes (the “Classes”) are Defendants and their employees, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliates of Defendants as well as the judicial officers and their immediate family members and associated court staff assigned to this case. Plaintiffs reserve the right to amend the Class definitions if discovery and further investigation reveal that any Class should be expanded, divided into additional subclasses, or modified in any other way.

97. Numerosity and Ascertainability. Plaintiff does not know the exact size of the Class or the identities of the Class Members since such information is in the exclusive control of Defendant. Plaintiff believes that the Class encompasses hundreds of thousands of individuals who are geographically dispersed throughout the United States. The number of members in the Class are so numerous that joinder of all Class Members is impracticable. While early reports indicated 482,000 vehicles contained manipulation software, later reports indicate that 11 million

vehicles have the manipulation software worldwide. Furthermore, each of the Classes is ascertainable because its members can be readily identified using registration records, sales records, production records, and other information kept by Defendants or third parties in the usual course of business and within their control.

98. Commonality and Predominance: This action involves common questions of law and fact, under Federal Rules of Civil Procedure 23(a)(2) and 23(b)(3), which predominate over any question solely affecting individual Class members, including, without limitation:

- a. Whether Defendants engaged in the conduct as alleged in this complaint;
- b. Whether Defendants designed, marketed, advertised, distributed, sold, leased, or otherwise placed Class Vehicles into the stream of commerce in the United States;
- c. Whether the Clean Diesel engine system in the Class Vehicles contains a defect in that it does not comply with EPA and/or CARB requirements;
- d. Whether the Clean Diesel engine systems in Class Vehicles can be made to comply with EPA and/or CARB standards without degrading the performance or gas mileage of the Class Vehicles;
- e. Whether Defendants designed, marketed, advertised, distributed, sold, and/or leased Affected Vehicles with a “defeat device.”
- f. Whether Defendants knew about the “defeat device,” and if so, for how long Defendants knew about the “defeat device;”
- g. Whether Defendants’ conduct violated consumer protection statutes, warranty laws, and other law as asserted herein;
- h. Whether Plaintiffs and Class Members overpaid for their Class Vehicles;

- i. Whether Plaintiffs and Class Members have suffered a diminution of value of their Class Vehicles;
- j. Whether Plaintiffs and Class Members are entitled to equitable relief, including, but not limited to, restitution or injunctive relief; and
- k. Whether Plaintiffs and Class Members are entitled to damages and other monetary relief and, if so, in what amount.

99. Typicality: Federal Rule of Civil Procedure 23(a)(3): Plaintiffs' claims are typical of the other Class members' claims because, among other things, all Class members were comparably injured through Defendants' wrongful conduct as described above.

100. Adequacy: Federal Rule of Civil Procedure 23(a)(4): Plaintiffs are adequate Class representatives because their interests do not conflict with the interests of the other members of the Classes they seek to represent; Plaintiffs have retained counsel competent and experienced in complex class action litigation; and Plaintiffs intend to prosecute this action vigorously. The Classes' interests will be fairly and adequately protected by Plaintiffs and their counsel.

101. Superiority: Federal Rule of Civil Procedure 23(b)(3): 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 the management of this class action. The damages or other financial detriment suffered by Plaintiffs and the other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendants, so it would be impracticable for the members of the Classes to individually seek redress for Volkswagen's wrongful conduct. 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.

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

Volkswagen has acted or refused to act on grounds generally applicable to Plaintiffs and the other members of the Classes, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to the Class as a whole.

VI. ACCRUAL AND TOLLING OF THE STATUTE OF LIMITATIONS

103. Plaintiff incorporates by reference all allegations of the preceding paragraphs as though fully set forth herein.

A. FRAUDULENT CONCEALMENT

104. Volkswagen concealed its fraud from the Class. Upon information and belief, Volkswagen has known of the defeat devices installed in the Class Vehicles since at least 2008 when it began installing them, and has intentionally concealed from or failed to notify Plaintiffs, Class Members, and the public of the defeat devices and the true emissions and performance of the Class Vehicles.

105. The defeat device is a complicated software algorithm designed only to detect emissions testing conditions in order to selectively initiate the full emissions controls and trick the emissions test. The defeat device could only have been installed intentionally by Volkswagen, and the only purpose of the code is to deceive regulators, consumers, and the public.

106. Despite knowing about the defeat device and unlawful emissions, Volkswagen did not acknowledge the problem until after the EPA issued its Notice of Violation on September 18, 2015.

107. Any applicable statute of limitation has therefore been tolled by Volkswagen's knowledge and active concealment of the facts alleged herein

B. ESTOPPEL

108. Volkswagen was and is under a continuous duty to disclose to Plaintiffs and Class Members the true character, quality, and nature of the vehicles. Instead, it actively concealed the true character, quality, and nature of the vehicles and knowingly made misrepresentations about the quality, reliability, characteristics, and performance of the vehicles. Plaintiffs and Class Members reasonably relied upon Volkswagen's knowing and affirmative misrepresentations and/or active concealment of these facts. Based on the foregoing, Volkswagen is estopped from relying on any statutes of limitation in defense of this action.

C. DISCOVERY RULE

109. The causes of action alleged herein did not accrue until Plaintiffs and Class Members discovered that the Class Vehicles had the defeat devices and were not delivering the low emissions that were advertised and warranted by Volkswagen.

110. Plaintiffs and Class Members had no realistic ability to discover the presence of the defeat devices, or to otherwise learn of the fraud, until it was discovered by the EPA and CARB and revealed to the public on September 18, 2015.

VII. CLAIMS FOR RELIEF

**FIRST CLAIM FOR RELIEF
COMMON LAW FRAUD
(Brought on Behalf of the Nationwide Class)**

111. Plaintiff incorporates by reference all allegations of the preceding paragraphs as though fully set forth herein.

112. Plaintiffs bring this claim on behalf of the Nationwide Class.

113. Volkswagen engaged in both fraudulent misrepresentations and fraud by omission, and in fraud by concealment, throughout the Class Period. As described above, Volkswagen's conduct defrauded Plaintiffs and Class Members, intending and leading them to believe, through affirmative misrepresentations, omissions, suppression and concealments of material fact, that the Class Vehicles, marketed by Volkswagen as "clean diesel" vehicles, possessed important characteristics that they in fact did not possess—namely the combination of low emissions, high performance, and fuel economy—and inducing their purchases.

114. Volkswagen's intentional and material misrepresentations included, among other things, its advertising, marketing materials and messages, and other standardized statements claiming the Class Vehicles (a) were clean and eco-friendly and (b) combined low emissions with high performance and strong fuel economy.

115. The foregoing misrepresentations were uniform across all Class Members. The same advertisements were shown to all members of the public generally and the same marketing materials were distributed to customers and potential customers, and all of the materials contained the same standardized statements relating to the Class Vehicles' environmental friendliness, performance and fuel economy.

116. These representations directly contradicted the true nature and hidden design of the Class Vehicles and their actual emissions when operating under normal circumstances. Volkswagen knew the representations were false when it made them, and intended to defraud purchasers thereby.

117. Volkswagen also had a duty to disclose, rather than conceal and suppress, the full scope and extent of the emissions deception because:

- a. Volkswagen had exclusive knowledge of the actual emissions in the Class Vehicles and concealment thereof;
- b. The details regarding the actual emissions in the Class Vehicles and concealment thereof were known and/or accessible only to Volkswagen;
- c. Volkswagen knew Plaintiffs and Class Members did not know and could not reasonably discover the actual emissions in the Class Vehicles and concealment thereof; and
- d. Volkswagen made general representations about the qualities of the Class Vehicles, including statements about their performance, fuel economy, and emissions, which were misleading, deceptive and incomplete without the disclosure of the fact that Volkswagen secretly designed and installed defeat device software on the Class Vehicles that was intended to conceal the vehicles' exceedingly high and illegal emission levels from governments, consumers, and the public.

118. Volkswagen's concealment was likewise uniform across all Class Members in that Volkswagen concealed from everyone other than itself, including potential customers and regulators, the true facts relating to the emission levels of the Class Vehicles.

119. Volkswagen's misrepresentations and omissions were material in that they would affect a reasonable consumer's decision to purchase or lease a Class Vehicle. Consumers paid a premium for the clean diesel Class Vehicles precisely because they supposedly offered low emissions and fuel economy without sacrificing performance. Volkswagen's conduct, misrepresentations, omissions, concealment, and suppression, undermined the core value

proposition that induced consumers to purchase or lease the Class Vehicles, and directly affect both the quality and worth of the vehicles.

120. Volkswagen's intentionally deceptive conduct—its silent fraud and fraud by concealment—likewise induced the Class Vehicles' purchase by Plaintiffs and Class Members, and the resulting harm and damage to them.

121. Plaintiffs relied upon Volkswagen's misrepresentations and concealment of the true facts. Class Members are presumed to have relied upon Volkswagen's misrepresentations and concealment of the true facts because those facts are material to a reasonable consumer's purchase of the Class Vehicles.

122. As a result of Volkswagen's inducements, Plaintiffs and Class Members have sustained significant damage, including, but not limited to, lost vehicle value and diminished vehicle quality and utility. If Plaintiffs and Class members had known about the defeat device and the unlawful emissions at the time of acquisition, they would not have acquired the Class Vehicles. Indeed, the Class Vehicles could not have been marketed or sold to any reasonable consumer had the existence of the defeat device been disclosed. Volkswagen is therefore liable to Plaintiffs and Class Members in an amount to be proven at trial.

123. Volkswagen intentionally designed and engineered its "clean diesel" vehicles to deceive and cheat regulators and its customers. Volkswagen touted the performance and environmental virtues of these vehicles, while concealing and suppressing the truth about them, for the purpose of inducing plaintiffs and the Class to buy them. Volkswagen's fraud caused both the purchase and the harm. In order to undo this harm, Volkswagen must repair or remediate the vehicles so that they deliver everything it promised when it sold them, or undertake to buy them

back from Class Members in terms that are just and equitable under principles of rescission, restitution, and benefit of the bargain.

124. Volkswagen's conduct was systematic, repetitious, knowing, intentional, and malicious, and demonstrated a lack of care and reckless disregard for the rights and interests of Plaintiffs, the public, and the environment. Volkswagen's conduct thus warrants an assessment of punitive damages under applicable states' laws and the common law, consistent with the actual harm it has caused, the reprehensibility of its conduct, and the need to punish and deter such conduct from other manufacturers in era of marketing "clean" vehicles to eco-conscious consumers.

**SECOND CLAIM FOR RELIEF
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT
(15 U.S.C. § 2301, *et seq.*)
(Brought on Behalf of the Nationwide Class)**

125. Plaintiff incorporates by reference all allegations of the preceding paragraphs as though fully set forth herein.

126. Plaintiff brings this claim on behalf of herself and on behalf of the members of the Nationwide Class.

127. Plaintiff and the Class Members are "consumers" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

128. Defendants are "suppliers" and "warrantors" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

129. The Class Vehicles are "consumer products" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

130. Title 15, United States Code, section 2301(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written or implied warranty.

131. Defendants' express warranties are written warranties within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The Class Vehicles' implied warranties are covered under 15 U.S.C. § 2301(7).

132. Defendants breached these warranties as described in more detail above.

133. The Class Vehicles are equipped with the 2.0L TDI clean diesel engine. The Class Vehicles share a common defect in that they were designed and manufactured with a defeat device such that they are not in compliance with the Clean Air Act and cannot meet state and federal emissions standards under normal driving conditions.

134. Plaintiff and the other Class Members have had sufficient direct dealings with either Defendants or their agents (dealerships and technical support) to establish privity of contract between Defendants, on one hand, and Plaintiff and each of the other.

135. Alternatively, privity is not required here because Plaintiff and each of the other Class Members are intended third-party beneficiaries of contracts between Defendants and its dealers, and specifically, of Defendants' express and 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 the consumers only.

136. Affording Defendants a reasonable opportunity to cure its breach of written warranties would be unnecessary and futile here. Defendants have engaged in a more than 7-year endeavor to knowingly conceal the fact that is designed and manufactured into the Class

Vehicles a defeat device for the sole purpose of circumventing state and federal emissions standards. At the time of sale or lease of each Class Vehicle, Defendants knew, should have known, or were reckless in not knowing of its misrepresentations and omissions concerning the Class Vehicles' inability to perform as warranted, but nonetheless failed to rectify the situation and/or disclose the defect. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate and any requirement that Plaintiff resort to an informal dispute resolution procedure and/or afford Defendants a reasonable opportunity to cure their breach of warranties is excused and thereby deemed satisfied.

137. Plaintiff and the other Class Members would suffer economic hardship if they returned their Class Vehicles but did not receive the return of all payments made by them. Because Defendants are refusing to acknowledge any revocation of acceptance and return immediately any payments made, Plaintiff and the other Class members have not re-accepted their Class Vehicles by retaining them.

138. The amount in controversy of Plaintiff's individual claims meets or exceeds the sum of \$25. The amount in controversy of this action exceeds the sum of \$50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

139. Plaintiffs, individually and on behalf of the other Class members, seek all damages permitted by law, including diminution in value of the Class Vehicles, in an amount to be proven at trial. In addition, pursuant to 15 U.S.C. § 2310(d)(2), Plaintiffs and the other Class Members are entitled to recover a sum equal to the aggregate amount of costs and expenses (including attorneys' fees based on actual time expended) determined by the Court to have reasonably been incurred by Plaintiffs and the other Class Members in connection with the commencement and prosecution of this action.

140. Further, Plaintiffs and the Class are also entitled to equitable relief under 15 U.S.C. § 2310(d)(1).

**THIRD CLAIM FOR RELIEF
BREACH OF EXPRESS WARRANTY
(Brought on Behalf of the Nationwide Class)**

141. Plaintiffs bring this claim on behalf of the Nationwide Class.

142. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

143. By advertising the “green” and “clean” qualities of its diesel engines, Volkswagen expressly warranted to Plaintiffs and Class Members that the vehicles at least complied with all applicable laws and regulations relating to exhaust emissions, as it would be impossible for an automobile to be “green” if it emitted more pollutants than were allowed by applicable environmental laws and regulations.

144. Moreover, by advertising the low emissions in combination with statements regarding the performance, torque, and fuel efficiency, Volkswagen warranted to purchasers of the Class Vehicles that the vehicles would exhibit this combination of characteristics. Such statements became the basis of the bargain for Plaintiffs and other Class Members because such statements are among the facts a reasonable consumer would consider material in the purchase of a vehicle.

145. In fact, in ordinary driving conditions, the Class Vehicles did not comply with applicable environmental regulations, and instead emitted between 10 and 40 times the amount of pollutants allowed during normal operation. As such, it was unlawful for Volkswagen to sell the vehicles to the public.

146. In addition, Volkswagen stated that the vehicles achieved certain fuel economy when tested in accordance with applicable EPA regulations. Those statements created an express warranty that the vehicle achieved the stated fuel efficiency, allowing consumers to make comparisons with comparable vehicles.

147. Testing under EPA regulations presupposes that the vehicles comply with all laws and regulations applicable to automobiles, including environmental regulations.

148. In fact, had the Class Vehicles been tested in accordance with EPA fuel efficiency standards while also complying with pollution regulations, they would have achieved significantly lower fuel efficiency than was stated on the EPA mileage sticker on the vehicle.

149. In addition, the Class Vehicles are not adequately labeled because they misstate that the Class Vehicles comply with EPA regulations, and the stated gas mileage for comparison purposes was not achieved by testing in accordance with EPA testing procedures.

150. As a result of the foregoing breaches of express warranty, Plaintiffs and other Class Members have been damaged in that they purchased vehicles that were unlawfully sold, did not comply with government regulations, did not perform as promised, and were less valuable than what they paid for and will be less valuable upon resale.

**FOURTH CLAIM FOR RELIEF
UNJUST ENRICHMENT
(Brought on Behalf of the Nationwide Class)**

151. Plaintiffs bring this claim on behalf of the Nationwide Class.

152. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

153. Volkswagen has been unjustly enriched in that it intentionally sold the Class Vehicles with defeat devices which were intended to mask the fact that the Class Vehicles did

not comply with applicable automobile exhaust regulations and could not deliver the combination of low emissions, high performance, and fuel economy promised to consumers.

154. Plaintiffs and Class Members conferred a benefit on Volkswagen by purchasing, and paying a premium for, the Class Vehicles.

155. When purchasing their vehicles, Plaintiffs and Class Members reasonably believed that the Class Vehicles complied with applicable environmental regulations and, if properly tested in accordance with EPA mileage standards, would achieve the mileage stated on the window sticker of the vehicles. They also believed that the Class Vehicles would perform as advertised and warranted.

156. Plaintiffs and Class Members got less than what they paid for in that the Class Vehicles did not comply with applicable environmental regulations, nor was the EPA mileage stated on the sticker usable for comparison purposes for other vehicles. Moreover, the Class Vehicles did not deliver the promised combination of low emissions, high performance, and fuel economy that Plaintiffs and Class Members.

157. Volkswagen knows of and appreciates the benefit conferred by Plaintiffs and Class Members and has retained that benefit notwithstanding its knowledge that the benefit is unjust.

158. The foregoing did not occur by happenstance or conditions out of Volkswagen's control. In fact, the Class Vehicles were deliberately designed to comply with environmental regulations only when being tested and were known and intended by Volkswagen to not comply with applicable regulations under ordinary driving conditions.

159. Volkswagen should therefore be required to disgorge the unjust enrichment.

FIFTH CLAIM FOR RELIEF
VIOLATION OF THE COLORADO CONSUMER PROTECTION ACT
Colo. Rev. Stat. §§ 6-1-101 *et seq.*
(Brought on Behalf of the Colorado Sub-Class)

160. This claim is brought on behalf of Plaintiffs and Class Members to seek injunctive relief against Volkswagen under the Colorado Consumer Protection Act (“CCPA”), Colo. Rev. Stat. §§ 6-1-101 *et seq.*

161. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

162. Defendants are each a “person” as defined by the CCPA. Colo. Rev. Stat. § 6-1-102(6).

163. Plaintiffs and Class Members are “persons”, as defined by Colo. Rev. Stat. § 6-1-102(6), and “consumers” within the meaning of Colo. Rev. Stat. § 6-1-113 who purchased or leased one or more Class Vehicles. The CCPA provides a person engages in a deceptive trade practice when they:

- (b) Knowingly makes a false representation as to the source, sponsorship, approval, or certification of goods, services, or property;
- (e) Knowingly makes a false representation as to the characteristics, ingredients, uses, benefits, alterations, or quantities of goods, food, services, or property or a false representation as to the sponsorship, approval, status, affiliation, or connection of a person therewith;
- (g) Represents that goods, food, services, or property are of a particular standard, quality, or grade, or that goods are of a particular style or model, if he knows or should know that they are of another;
- (u) Fails to disclose material information concerning goods, services, or property which information was known at the time of an advertisement or sale if such failure to disclose such information was intended to induce the consumer to enter into a transaction.

Colo. Rev. Stat. § 6-1-106.

164. Volkswagen engaged in unfair or deceptive trade practices that violated Colo. Rev. Stat. § 6-1-106, as described above and below, by, among other things, failing to disclose the defective nature of the Class Vehicles, representing that the Class Vehicles had characteristics and benefits (e.g. fuel economy, performance, and low emissions) that they do not have, and representing that the Class Vehicles were of a particular standard, quality, or grade when they were of another.

165. Volkswagen knew or should have known that its conduct violated the CCPA.

166. Volkswagen's unfair and deceptive acts or practices occurred repeatedly in Volkswagen's course of trade or business, were material, were capable of deceiving a substantial portion of the purchasing public, and imposed a safety risk on the public. Volkswagen knew that they installed a defeat device in the Class Vehicles to conceal the fact that the vehicles would not perform as promised and advertised, could not pass federal and state emissions tests, were not suitable for their intended use and were defectively designed or manufactured.

167. Volkswagen was under a duty to Plaintiffs and Class Members to disclose the deceptive and defective nature of the Class Vehicles because:

- a. Volkswagen had exclusive knowledge of the actual emissions in the Class Vehicles and concealment thereof;
- b. The details regarding the actual emissions in the Class Vehicles and concealment thereof were known and/or accessible only to Volkswagen;
- c. Volkswagen knew Plaintiffs and Class Members did not know and could not reasonably discover the actual emissions in the Class Vehicles and concealment thereof; and

d. Volkswagen made general representations about the qualities of the Class Vehicles, including statements about their performance, fuel economy, and emissions, which were misleading, deceptive and incomplete without the disclosure of the fact that Volkswagen secretly designed and installed defeat device software on the Class Vehicles that was intended to conceal the vehicles' exceedingly high and illegal emission levels from governments, consumers, and the public.

168. In failing to disclose the defective nature of the Class Vehicles, Volkswagen knowingly and intentionally concealed material facts and breached its duty not to do so.

169. The facts that were misrepresented, concealed or not disclosed by Volkswagen to Plaintiffs and Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether or not to purchase a Class Vehicle. Moreover, a reasonable consumer would consider the unlawfully high emissions to pose a safety risk, as Class Members did. Had Plaintiffs and other Class Members known about the true nature and quality of the Class Vehicles, they would not have purchased a Class Vehicle.

170. Plaintiffs and Class Members are reasonable consumers who do not expect their Class Vehicles contain a defeat device or emission defect which allows the vehicle to emit illegal levels of pollutants. That is the reasonable and objective consumer expectation relating a vehicle's engine and emissions.

171. As a result of Volkswagen's conduct and unfair or deceptive acts or practices, Plaintiffs and Class Members have been harmed and have suffered actual damages in that the Class Vehicles are no longer EPA-compliant, have lost value, will suffer decreased performance and fuel efficiency resulting in greater costs.

172. Plaintiffs and the Class are entitled to damages and equitable relief.

SIXTH CLAIM FOR RELIEF
VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND
DECEPTIVE BUSINESS PRACTICES ACT
815 ILCS 505/1 et seq.
(Brought on Behalf of the Illinois Sub-Class)

173. This claim is brought on behalf of Plaintiffs and Class Members to seek injunctive relief against Volkswagen under the Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, *et seq.*

174. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

175. Defendants are each a “person” as defined by the ICFA. 815 ILCS 505/1 (c).

176. Plaintiffs and Class Members are “consumers” within the meaning of the ICFA, as defined by 815 ILCS 505/1 (e), who purchased or leased one or more Class Vehicles. The ICFA provides that “[u]nfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the ‘Uniform Deceptive Trade Practices Act’, approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.” 815 Ill. Comp. Stat. Ann. 505/2.

177. Volkswagen engaged in unfair or deceptive trade practices that violated 815 Ill. Comp. Stat. Ann. 505/2, as described above and below, by, among other things, failing to disclose the defective nature of the Class Vehicles, representing that the Class Vehicles had

characteristics and benefits (e.g. fuel economy, performance, and low emissions) that they do not have, and representing that the Class Vehicles were of a particular standard, quality, or grade when they were of another.

178. Volkswagen knew or should have known that its conduct violated the ICFA.

179. Volkswagen's unfair and deceptive acts or practices occurred repeatedly in Volkswagen's course of trade or business, were material, were capable of deceiving a substantial portion of the purchasing public, and imposed a safety risk on the public. Volkswagen knew that they installed a defeat device in the Class Vehicles to conceal the fact that the vehicles would not perform as promised and advertised, could not pass federal and state emissions tests, were not suitable for their intended use and were defectively designed or manufactured.

180. Volkswagen was under a duty to Plaintiffs and Class Members to disclose the deceptive and defective nature of the Class Vehicles because:

- e. Volkswagen had exclusive knowledge of the actual emissions in the Class Vehicles and concealment thereof;
- f. The details regarding the actual emissions in the Class Vehicles and concealment thereof were known and/or accessible only to Volkswagen;
- g. Volkswagen knew Plaintiffs and Class Members did not know and could not reasonably discover the actual emissions in the Class Vehicles and concealment thereof; and
- h. Volkswagen made general representations about the qualities of the Class Vehicles, including statements about their performance, fuel economy, and emissions, which were misleading, deceptive and incomplete without the disclosure of the fact that Volkswagen secretly designed and installed defeat

device software on the Class Vehicles that was intended to conceal the vehicles' exceedingly high and illegal emission levels from governments, consumers, and the public.

181. In failing to disclose the defective nature of the Class Vehicles, Volkswagen knowingly and intentionally concealed material facts and breached its duty not to do so.

182. The facts that were misrepresented, concealed or not disclosed by Volkswagen to Plaintiffs and Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether or not to purchase a Class Vehicle. Moreover, a reasonable consumer would consider the unlawfully high emissions to pose a safety risk, as Class Members did. Had Plaintiffs and other Class Members known about the true nature and quality of the Class Vehicles, they would not have purchased a Class Vehicle.

183. Plaintiffs and Class Members are reasonable consumers who do not expect their Class Vehicles contain a defeat device or emission defect which allows the vehicle to emit illegal levels of pollutants. That is the reasonable and objective consumer expectation relating a vehicle's engine and emissions.

184. As a result of Volkswagen's conduct and unfair or deceptive acts or practices, Plaintiffs and Class Members have been harmed and have suffered actual damages in that the Class Vehicles are no longer EPA-compliant, have lost value, will suffer decreased performance and fuel efficiency resulting in greater costs.

185. Plaintiffs and the Class are entitled to damages and equitable relief.

SEVENTH CLAIM FOR RELIEF
VIOLATION OF THE VIRGINIA CONSUMER PROTECTION ACT
VA Code §§ 59.1-196 *et seq.*
(Brought on Behalf of the Virginia Sub-Class)

186. This claim is brought on behalf of Plaintiffs and Class Members to seek injunctive relief against Volkswagen under the Virginia Consumer Protection Act (“VCPA”), VA Code Ann. §§ 59.1-196 *et seq.*

187. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

188. The Virginia Consumer Protection Act prohibits “. . . (5) misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits; (6) misrepresenting that goods or services are of a particular standard, quality, grade, style, or model; . . . (8) advertising goods or services with intent not to sell them as advertised . . .; [and] (14) using any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction[.]” VA Code § 59.1-200(A).

189. Defendants are each a “person” as defined by VA Code § 59.1-198.

190. The transactions between Plaintiffs and Defendants, as well as the transactions between the Class and Defendants, are “consumer transactions” as defined by VA Code § 59.1-198, because the Class Vehicles were used primarily for personal, family or household purposes.

191. Volkswagen engaged in unfair or deceptive trade practices that violated VA Code § 59.1-200(A), as described above and below, by, among other things, failing to disclose the defective nature of the Class Vehicles, representing that the Class Vehicles had characteristics and benefits (e.g. fuel economy, performance, and low emissions) that they do not have, and representing that the Class Vehicles were of a particular standard, quality, or grade when they were of another.

192. Volkswagen knew or should have known that its conduct violated the VCPA.

193. Volkswagen's unfair and deceptive acts or practices occurred repeatedly in Volkswagen's course of trade or business, were material, were capable of deceiving a substantial portion of the purchasing public, and imposed a safety risk on the public. Volkswagen knew that they installed a defeat device in the Class Vehicles to conceal the fact that the vehicles would not perform as promised and advertised, could not pass federal and state emissions tests, were not suitable for their intended use and were defectively designed or manufactured.

194. Volkswagen was under a duty to Plaintiffs and Class Members to disclose the deceptive and defective nature of the Class Vehicles because:

- i. Volkswagen had exclusive knowledge of the actual emissions in the Class Vehicles and concealment thereof;
- j. The details regarding the actual emissions in the Class Vehicles and concealment thereof were known and/or accessible only to Volkswagen;
- k. Volkswagen knew Plaintiffs and Class Members did not know and could not reasonably discover the actual emissions in the Class Vehicles and concealment thereof; and
- l. Volkswagen made general representations about the qualities of the Class Vehicles, including statements about their performance, fuel economy, and emissions, which were misleading, deceptive and incomplete without the disclosure of the fact that Volkswagen secretly designed and installed defeat device software on the Class Vehicles that was intended to conceal the vehicles' exceedingly high and illegal emission levels from governments, consumers, and the public.

195. In failing to disclose the defective nature of the Class Vehicles, Volkswagen knowingly and intentionally concealed material facts and breached its duty not to do so.

196. The facts that were misrepresented, concealed or not disclosed by Volkswagen to Plaintiffs and Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether or not to purchase a Class Vehicle. Moreover, a reasonable consumer would consider the unlawfully high emissions to pose a safety risk, as Class Members did. Had Plaintiffs and other Class Members known about the true nature and quality of the Class Vehicles, they would not have purchased a Class Vehicle.

197. Plaintiffs and Class Members are reasonable consumers who do not expect their Class Vehicles contain a defeat device or emission defect which allows the vehicle to emit illegal levels of pollutants. That is the reasonable and objective consumer expectation relating a vehicle's engine and emissions.

198. As a result of Volkswagen's conduct and unfair or deceptive acts or practices, Plaintiffs and Class Members have been harmed and have suffered actual damages in that the Class Vehicles are no longer EPA-compliant, have lost value, will suffer decreased performance and fuel efficiency resulting in greater costs.

199. Plaintiffs and the Class seek treble damages pursuant to VA Code § 59.1-204.

VIII. PRAYER FOR RELIEF

200. Plaintiffs, individually and on behalf of members of the Class, respectfully request that the Court enter judgment in their favor and against Volkswagen and Audi, as follows:

- a. Certification of the proposed Nationwide and State sub-classes, including appointment of Plaintiffs' counsel as Class Counsel;

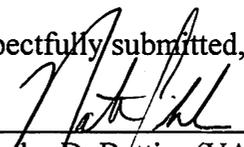
- b. An order temporarily and permanently enjoining Volkswagen from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint;
- c. Injunctive relief in the form of a recall or free replacement program;
- d. Costs, restitution, damages, and disgorgement in an amount to be determined at trial;
- e. For treble and/or punitive damages as permitted by applicable laws;
- f. An order requiring Volkswagen to pay both pre- and post-judgment interest on any amounts awarded;
- g. An award of costs and attorney's fees; and
- h. Such other or further relief as may be appropriate.

IX. DEMAND FOR JURY TRIAL

201. Plaintiffs hereby demand a jury trial on all the issues so triable.

Dated: October 9, 2015

Respectfully submitted,

By: 

Timothy D. Battin (VA Bar No. 34924)

Nathan M. Cihlar (VA Bar No. 68037)

Christopher V. Le (VA Bar No. 75113)

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JS 44 (Rev. 12/12)

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
 Patricia A. Bonney, Ryan Blitstein, and Jonathan Goslin, individually and on behalf of all others similarly situated

DEFENDANTS
 Volkswagen AG, Volkswagen Group of America, Inc., Volkswagen of America, Inc., Audi AG, Audi of America, Inc.

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

County of Residence of First Listed Defendant Fairfax County, VA
 (IN U.S. PLAINTIFF CASES ONLY)

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
 See attached list.

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)

- | | | | | | |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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 (specify)
- 6 Multidistrict Litigation

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 contract; violation of state consumer protection laws

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 10/09/2015 SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Plaintiffs' Attorneys

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TELEPHONE: (703) 764-8700
FACSIMILE: (703) 764-8704

October 9, 2015

VIA HAND DELIVERY

Clerk's Office
U.S. District Court for the Eastern District of Virginia, Alexandria Division
Albert V. Bryan U.S. Courthouse
401 Courthouse Square
Alexandria, VA 22314

RE: *Bonney, Patricia A. et al. v. Volkswagen AG et al.*

To whom it may concern:

Please find enclosed the following documents in connection with the filing of a new case:

- 1 Civil Cover Sheet with attachment listing plaintiffs' attorneys and the original signature of an attorney admitted to practice before this Court
- 1 original Complaint with an original signature of an attorney admitted to practice before the court and 6 copies of the complaint. (1 original for the court, 1 to return to plaintiffs, and 5 copies for service on each of the defendants)
- 1 check made out to the Clerk, U.S. District Court for \$400.

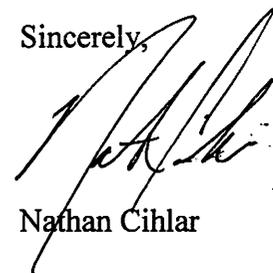
Please return the following documents to the messenger:

- 6 Stamped complaints

Plaintiffs plan to seek waiver of service of summons from the Defendants pursuant to Fed. R. Civ. P. 4(d). If you have any questions, please contact me at the telephone number listed above.

With best regards,

Sincerely,



Nathan Cihlar

Court Name: United States District Court
Division: 1
Receipt Number: 14683054646
Cashier ID: rbroaden
Transaction Date: 10/09/2015
Payer Name: STRAUS

CIVIL FILING FEE
For: STRAUS
Amount: \$400.00

CHECK
Remitter: STRAUS
Check/Money Order Num: 25407
Amt Tendered: \$400.00

Total Due: \$400.00
Total Tendered: \$400.00
Change Amt: \$0.00

FILING FEE
115CV1323