

FILED

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA 2015 OCT 13 P 1:00
ALEXANDRIA DIVISION

CLERK US DISTRICT COURT
ALEXANDRIA, VIRGINIA

FREDERIC PRESS, Individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

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

Defendants.

Case No. 1:15 CV 1330
Lo/MSN

CLASS ACTION COMPLAINT

Plaintiff, Fredric Press (“Plaintiff”), individually and on behalf of the proposed Classes defined herein, brings this class action suit against Defendants Volkswagen Group of America, Inc., Volkswagen AG, Audi of America, Inc., and Audi AG (collectively “Defendants”). In support of this Class Action Complaint, Plaintiff alleges, based on his personal knowledge and the investigation of his counsel, as follows:

NATURE OF THE ACTION

1. This action arises out of a scheme by Defendants to commit fraud on the U.S. automobile market regarding their supposedly “clean” diesel vehicles. Beginning in or around 2008, Defendants introduced vehicles with diesel engines that were supposed to meet rigorous emissions standards set forth in federal and state regulations, while at the same time providing powerful performance and fuel efficiency. Defendants, however, were deceiving consumers and regulators and endangering the environment.

2. Unbeknownst to both consumers and regulators, Defendants installed defeat devices in their diesel vehicles that sense when the vehicle is being tested for emissions, and lower pollutant emissions accordingly. When in testing mode, the vehicles utilize greater amounts of fuel. When the vehicles are being driven in the real world, however, the defeat devices cause the vehicles to consume less fuel and deliver more power, but result in 10 to 40 times more nitrogen oxide emissions. The defeat devices cause this switch in operating modes to occur without human intervention. Eleven million vehicles worldwide are affected, and about 500,000 in the United States. The following 2009-2015 vehicles equipped with 1.6 or 2.0 liter diesel engines have been identified as having defeat devices installed, although additional vehicles may be identified in the future (hereinafter referred to as “Diesel Vehicles”):

- a. Volkswagen Jetta TDI
- b. Volkswagen Jetta Sportwagen TDI
- c. Volkswagen Golf TDI
- d. Volkswagen Golf Sportwagen TDI
- e. Volkswagen Beetle TDI
- f. Volkswagen Beetle Convertible TDI
- g. Volkswagen Passat TDI
- h. Audi A3 TDI
- i. Audi A1 TDI
- j. Audi A4 TDI
- k. Audi A6 TDI
- l. Audi TT TDI
- m. Audi Q3 TDI

n. Audi Q5 TDI

3. Plaintiff alleges causes of action for: violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.*; fraudulent concealment; breach of contract; unjust enrichment; violations of the Virginia Consumer Protection Act, VA. CODE § 59.1-196, *et seq.*; breach of the implied warranty of merchantability; and violations of the Maryland Consumer Protection Act, MD. CODE COM. LAW § 13-101, *et seq.*

THE PARTIES

4. Plaintiff Fredric Press is a citizen and resident of Chevy Chase, Maryland.

5. Defendant Volkswagen Group of America, Inc. is a New Jersey corporation with its headquarters and principal place of business in Herndon, Virginia.

6. Defendant Volkswagen AG, the parent company of Volkswagen Group of America, Inc., is a German corporation and maintains its headquarters and principal place of business in Wolfsburg, Germany.

7. Defendants Volkswagen Group of America, Inc. and Volkswagen AG are referred to collectively in this complaint as “Volkswagen.”

8. Defendant Audi of America, Inc. is a New Jersey corporation with its headquarters and principal place of business in Herndon, Virginia.

9. Defendant Audi AG, which is almost wholly owned by Volkswagen, is a German corporation. Through its subsidiary, Audi of America, Inc., Defendant Audi AG sells its vehicles in the United States. Defendant Audi AG maintains its principle place of business in Ingolstadt, Germany.

10. Defendants Audi of America, Inc. and Audi AG are referred to collectively in this complaint as “Audi.”

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), because the aggregate amount in controversy exceeds \$5 million, exclusive of interests and costs; the number of members of the proposed Class exceeds 100; and Plaintiff and at least one Defendant are citizens of different states.

12. The Court additionally has subject matter jurisdiction under 28 U.S.C. § 1331, because this action asserts claims arising under the laws of the United States.

13. This Court has personal jurisdiction over Defendants because Defendants are present and licensed to do business in this Judicial District, regularly conduct business in this Judicial District, and/or have extensive contacts with this forum.

14. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2), because a substantial part of the events giving rise to the claims occurred in this District.

FACTUAL ALLEGATIONS

Diesel Production and Regulation

15. Diesel car production began in the early 1930s, with diesel engines being used predominantly in commercial vehicles, such as ambulances, buses, and station wagons used for delivery work. While diesel engines generally have higher fuel efficiency than gasoline engines, they burn fuel at higher temperatures and release more nitrogen oxides into the air than gasoline engines. Indeed, many Americans grew up inhaling diesel fumes from school buses and observing trucks and buses spew smoke. Thus, diesel engines built a well-earned reputation for being “dirty,” *i.e.*, emitting nitrogen oxide, which contributes to smog and the creation of ozone. Pollutants emitted by diesel engines also contribute to a whole host of health problems, such as asthma attacks, respiratory illnesses (*e.g.*,

pneumonia or bronchitis), and premature death. One study has estimated that there are about 58,000 yearly deaths from the emissions of NOx.

16. In the United States, the Environmental Protection Agency (“EPA”) manages emissions standards, including through the Clean Air Act. The Clean Air Act prohibits the sale of any vehicle in the U.S. that fails to comply with the EPA’s emissions regulations. 42 U.S.C. § 7522. Between 2004-2009, the EPA implemented the current regulations, Tier 2, which apply to all light-duty vehicles regardless of whether they are gasoline or diesel powered. The Tier 2 regulations include certification levels involving different levels of stringency, known as certification bins.

17. Federal regulations require vehicle manufacturers to apply for and obtain certifications that their vehicles meet applicable emission standards. 40 C.F.R. § 86.1843-01. A federal application must include a list of all auxiliary emission control devices installed on the vehicle. *Id.* at § 86.1844-01(d)(11). An auxiliary emission control device is defined as “any element of design which senses . . . any . . . parameter for the purpose of activating, modulating, delaying, or deactivating the operation of any part of the emission control system.” *Id.* at § 86.1803-01. The federal application must also include a detailed justification for each auxiliary emission control device that results in a reduction in the effectiveness of the emission control system, and a rationale as to why it is not a “defeat device.” *Id.* at § 86.1844-01(d)(11).

18. Defeat devices are expressly prohibited by federal regulations. *See* EPA, Advisory Circular Number 24: Prohibition on use of Emission Control Defeat Device (Dec. 11, 1972); *see also* 40 C.F.R. §§ 86-1809-01, 86-1809-10, 86-1809-12. A defeat device is hardware or software that “defeats” the vehicle’s emission controls during normal vehicle operation—enabling the vehicle to produce low emissions during emissions testing, but not during normal operation. The Clean Air Act makes it a violation for any person to sell, manufacture, or install any component in a motor vehicle “where a

principal effect of the part or component is to bypass, defeat, or render inoperative any device or element of design installed on or in a motor vehicle . . . in compliance with the regulations under this subchapter, and where the person knows or should know that such part or component is being offered for sale or installed for such use or put to such use.” Clean Air Act, 42 U.S.C. § 7522(a)(3)(B); 40 C.F.R. § 86.1854012(a)(3)(ii).

19. Similarly, the EPA has specifically recognized that electronic control systems that affect the emission control system’s performance may be defeat devices. EPA, Advisory Circular Number 24-2: Prohibition on Emission Control Defeat Devices – Optional Objective Criteria (Dec. 6, 1978).

20. Diesel auto manufacturers have generally utilized two basic types of technology to lower nitrogen oxide emissions for purposes of meeting state and federal emissions requirements. The first type of technology is via trapping of the pollutants. This method, however, results in greater use of fuel to allow the trap to work. The second technology involves treating the pollutants with urea. Urea injection systems help neutralize NOx emissions, but also add weight and cost to a vehicle and saddles buyers with another tank of liquid to monitor. Running out of urea is akin to running out of fuel because vehicles with this type of system trigger a severe limp-home mode with a 5-mph speed limiter.

Volkswagen’s and Audi’s “Clean Diesel” Advertising Campaign

21. Until recently, Volkswagen had managed to change diesel’s reputation by investing billions of dollars into diesel systems that purportedly cut tailpipe emissions by 99 percent from a decade ago. Volkswagen claimed that it had vastly improved diesel technology and developed “Clean Diesel” engines that meet stringent emission standards set by federal and state regulations.

22. Beginning in 2008, Volkswagen embarked on an extensive advertising campaign whereby it marketed its vehicles as “Clean Diesel.” Using press releases, television commercials, and

various websites, Volkswagen dedicated itself to switching the consumer perception of diesel vehicles from “dirty” to “clean.”

23. Specifically, in August 2008, Volkswagen announced in a press release that it had developed the first diesel engine to comply with the emission standards of all 50 states, namely, the 2.0L Turbocharged Direct Injection engine (“TDI”), available initially in the Volkswagen Jetta model. Volkswagen’s CEO, Stefan Jacoby, said this: “We’re proud to be the first manufacturer to offer a clean diesel vehicle for sale in all fifty states[.]” Trying to appeal to the dual desire of consumers to protect the environment and save money on fuel, the press release further stated: “We believe our Jetta TDIs truly offer a no compromise alternative fuel driving experience, that provides the customer the best of both worlds – excellent fuel efficiency combined with a dynamic driving experience.” The press release also stated, “EPA research has concluded that if diesels were to power one third of all light duty vehicles in the United States, the shift would save approximately 1.4 million barrels of oil a day – equal to the daily shipments from Saudi Arabia to the U.S.”

24. In 2009, Volkswagen began its “Truth & Dare,” campaign to promote clean diesel. The campaign was about “debunking the myths on clean diesel and fueling the passion of existing diesel owners.” The diesel Volkswagen Jetta TDI was also awarded the 2009 Green Car of the Year by Green Car Journal. Following the award, Volkswagen began marketing the Jetta TDI as the “Official Pace Car of the Environment” and described its clean diesel vehicles as the “best of both worlds, an alternative fuel vehicle with no compromises.”

25. In 2010, Volkswagen continued actively promoting and advertising the “Clean Diesel” engines in its vehicles as being “lean, mean, cleaner-burning machine[s],” as seen in this ad below:

Burn rubber, not money.

The all-new 2010 Golf TDI Clean Diesel offers fuel efficiency,* power, and performance. Or, in other words, it's a lean, mean, cleaner-burning machine. The Volkswagen TDI engine is cleaner than conventional diesels, emitting as much as 95% fewer sooty emissions than previous diesel engines, as well as a reduction in oxides of nitrogen and sulfur. It's powerful, with the kind of street-savvy torque that brings a smile to every stoplight. It's efficient, using a turbocharger and smart exhaust design to use fuel more effectively. So much so, in fact, that Volkswagen was the first automaker to make clean diesel cars that are certified in all 50 states. And best of all, it will help save you money, with an out-of-this-world EPA-estimated mileage of 30 city/42 highway mpg (automatic)* and over 594 miles on a single tank of fuel.**

If efficiency and savings weren't enough, the Golf TDI model also gives you premium features like the multi-function leather steering wheel, the touchscreen Premium VIII radio with a Media Device Interface (MDI) and iPod® cable, SIRIUS® Satellite Radio, a 6-speed manual transmission, fog lights, and the optional navigation package with touchscreen navigation to efficiently find your way to the bank.

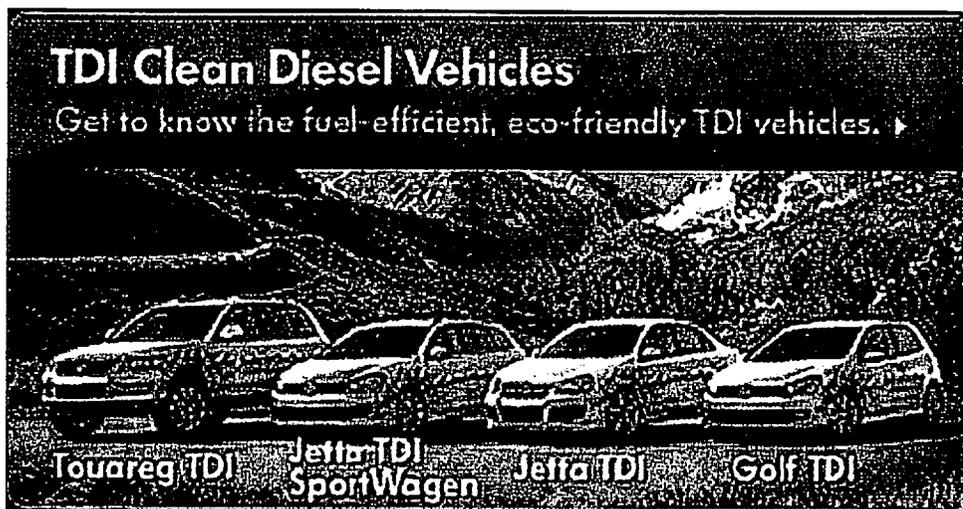


"Good, clean fun" takes on a whole new meaning.



26. Volkswagen's website also touted its emissions-compliant vehicles, stating that fuel efficiency, performance and convenience "come standard with the 50-state compliant Jetta TDI sedan and Sportwagen models, which meet the most stringent emission standards in California."

27. In another advertisement, Volkswagen explained that its clean diesel cars presented a "new alternative for shoppers craving efficiency, low emissions, and unrivaled value all in one attractive package." Below are photos from Volkswagen's website promoting its clean diesel vehicles:



With reduced emissions.

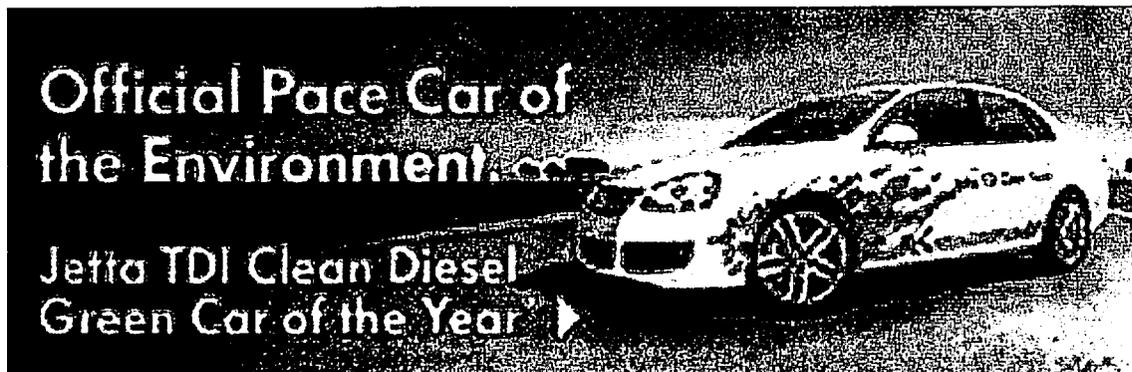
These are not the kind of diesel engines that you find spewing sooty exhaust like an old 18-wheeler. Clean diesel vehicles meet some of the strictest standards in the world. Plus, TDI technology helps reduce sooty emissions by up to 90%, giving you a fuel-efficient and eco-conscious vehicle.¹

 Watch and learn about TDI® Clean 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



28. Volkswagen also created a campaign comparing clean diesel to hybrid vehicles. Volkswagen represented that diesel emissions are as “clean” as hybrid emissions, and that “TDI engines in both the Jetta Sedan, Sportwagen and the Toureg SUV are certified to meet the same tough government emission standards—known as ‘Tier 2 Bin 5’—as the cleanest gasoline-electric hybrids.”

29. Volkswagen also created a campaign dedicated to environmental sustainability called “Think Blue.” The Think Blue campaign promoted the company’s focus on sustaining mobility and eco-friendly living, and represented that its diesel vehicles are part of an environmentally friendly lifestyle. The TDI webpage stated that “TDI represents one part of the Volkswagen Think Blue initiative, our goal of creating and encouraging eco-conscious products and behaviors.” Think Blue is “about being more responsible on the road and more environmentally conscious.”

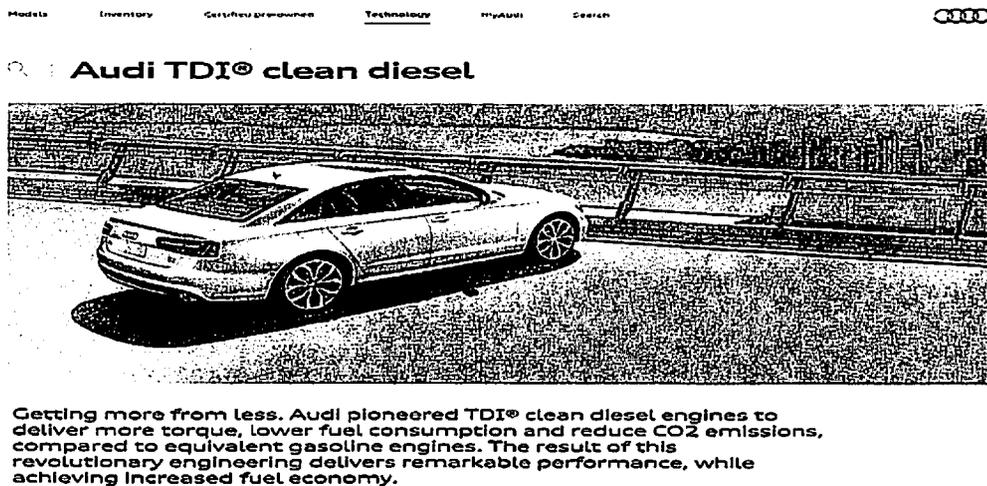
30. Volkswagen also made the following representations about clean diesel in its marketing materials: clean diesel is “[f]or the eco-conscious and the high-performance-conscious”; clean diesel is “more efficient, eco-conscious, and fun to drive”; clean diesel technology “impacts fuel efficiency and performance, while being a more eco-conscious choice”; and Volkswagen’s manufacturing “continues to refine and perfect the clean diesel technology we have pioneered, which delivers a dramatic reduction in both fuel consumption and exhaust emissions and offers some of the cleanest and most efficient alternatives on the market today.”

31. Even at the point of sale, Volkswagen continued to make misrepresentations to consumers. The Monroney stickers on the Volkswagen cars, which are required on all new cars to display official information, stated that they were “Clean Diesel.” The Monroney stickers also represented the fuel efficiency (*i.e.*, miles to the gallon (“mpg”)) of the particular vehicles at issue.

32. Audi conducted a similar advertising campaign promoting its clean diesel vehicles. Loren Angelo, Director of Marketing for Audi of America, stated in a September 4, 2013 press release that

“[s]ince the introduction of TDI in 2009, Audi has been at the forefront of clean diesel with an increased commitment to providing drivers with more options.” Angelo emphasized that with an increasing demand “for clean diesel . . . on the rise in the U.S., drivers do not have to compromise performance or design in order to achieve lower fuel consumption and increased range with our new 2014 TDI models.”

33. In fact, Audi advertised and promoted on its website how it pioneered the TDI clean diesel engines “to deliver more torque, lower fuel consumption, and reduce CO2 emissions.”¹ Audi emphasized the benefits of the TDI diesel engines and their ability to “all but sip the fuel and emit less CO2, than their gasoline equivalents.”²



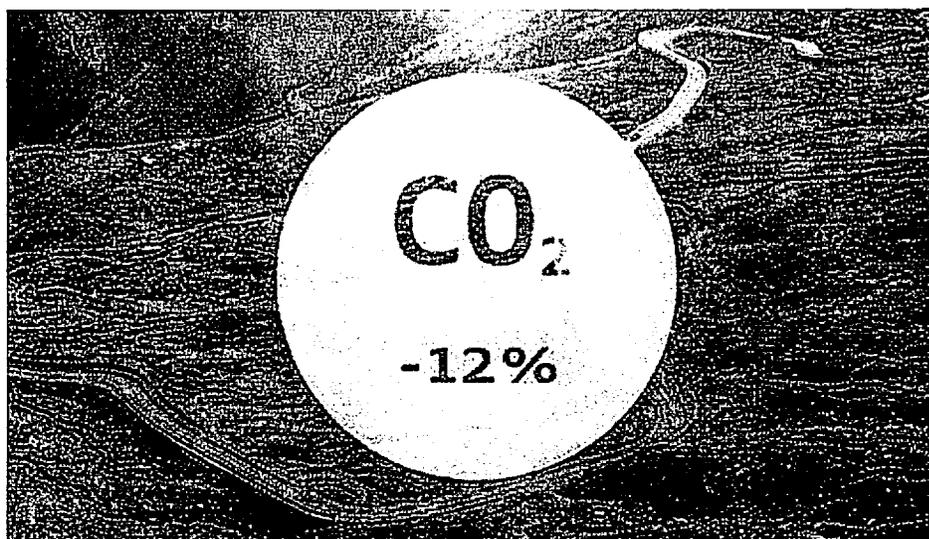
The image shows a snippet from an Audi brochure. On the left, there is a large heading: 'Understanding the upside of diesel can take a whole day.' Below this heading is a photograph of a race track with a crowd of spectators. On the right side of the snippet, there is a column of text: 'Sometimes consumers understand the benefits of TDI® clean diesel immediately. Through their research, they've found that today's TDI® clean diesel engines all but sip the fuel and emit less CO2 than their gasoline equivalents. They may have heard that the throttle response in our diesel engines helps you feel every bit of the broad torque band of true Audi performance. Other people might need a test-drive to confirm the facts, or need a whole brochure like this one. As for the skeptics, the ones who remember diesel engines from the sooty old days of charcoal-black smoke and stuttering spasms of acceleration, we want to give them a full day to help them see the upside of innovation. Take the 24 Hours of Le Mans. Not surprisingly, given their power and fuel efficiency, Audi racecars have regularly won this prestigious performance and endurance race, and the Audi R10 TDI® was the first diesel-powered vehicle to win, in 2006. Since then, TDI® diesel engines in our R15 and R18 racecars have continued to win motorsports' most grueling race, despite rules designed specifically to counteract their inherent advantages.'

¹ See <http://www.audiusa.com/technology/efficiency/tdi> (last visited Sept. 29, 2015).

²See <http://www.audiusa.com/content/dam/audiusa/Documents/2015-Audi-TDI-brochure.pdf> (last visited Sept. 29, 2015).

34. Although the Audi Diesel Vehicles only generated low pollutant emissions based on a fraudulent scheme, Audi nonetheless marketed them on its website to appeal to consumers who were environmentally conscious. As seen below, Audi promoted their TDI “Clean Diesel” technology as being “kind to the planet.”³

The future can look brighter



A cleaner future
Is beginning now.

With the TDI® clean diesel, Audi is pioneering the way for the vehicles and fuels of tomorrow. 12% lower CO2 emissions than gasoline, TDI® is kind to the planet and has superior fuel efficiency combined with more torque and quick acceleration. An unbeatable combination.*

³ See, *supra* n.2.

Emissions Standards Certification

35. Every vehicle sold in the U.S. must be covered by a Certificate of Conformity from the EPA. 40 C.F.R. § 86.1843-01. Vehicles are only covered by a Certificate of Conformity if they are sold as described in the manufacturer's application for certification. *Id.* at §86.1848-10(c)(6). Motor vehicles equipped with defeat devices, which reduce the effectiveness of the emission control system during normal driving conditions, cannot be certified.

36. Both federal and state regulations mandate that manufactures include certain emissions-related labels on the vehicles they sell. First, the regulations require placement of an emissions label, titled "Vehicle Emission Control Information," under the vehicle's hood or in the engine compartment that contains "an unconditional statement of compliance" with federal and state emissions regulations. Car manufacturers must affix this label to every motor vehicle that they intend to sell to the public in the United States subject to the applicable emissions standards.

Investigations Regarding Volkswagen and Audi

37. Volkswagen's fraud came to light when engineers, hired by the International Council on Clean Transportation ("ICCT") to show European regulators how efficiently diesel automobiles could meet rigorous emissions standards in the United States, began testing Volkswagen's TDI-equipped cars in real-world conditions. The testing, however, resulted in discrepancies regarding the emissions of several Volkswagen diesel vehicles. The ICCT then enlisted the help of West Virginia University's Center for Alternative Fuels, Engines, and Emissions ("CAFEE") to assist with the testing, which ultimately showed that the diesel Jetta exceeded U.S. nitrogen-oxide emissions standards by 15 to 35 times, and the Passat by 5 to 20 times. According to Daniel Carder, Interim Director at CAFEE, "When a car is working nicely in the field but the NOx emissions findings increase by a factor of 15 to 35 times

over the [California Air Resources Board] testing results, it's clear that there are some software strategies at work.”

38. In the Spring of 2014, the results of the study commissioned by the ICCT were published by CAFEE. Below is a graph of the results from that study:

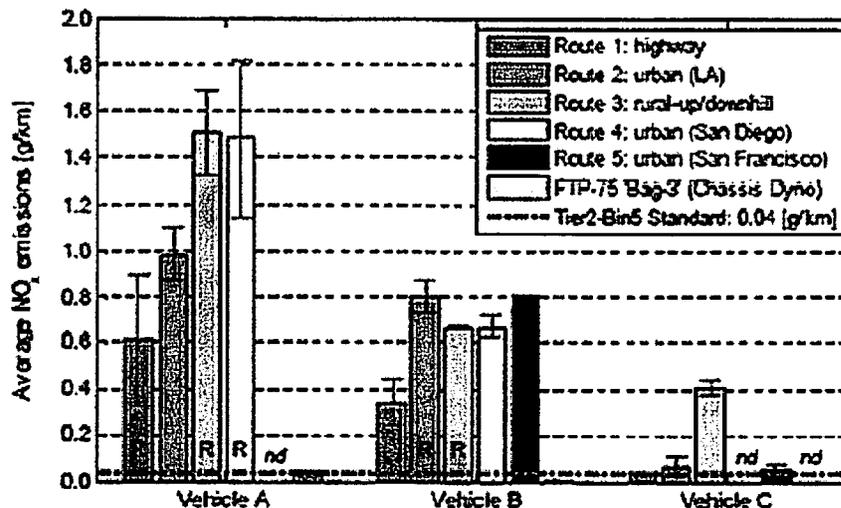


Figure 4.3: Average NO_x emissions of test vehicles over the five test routes compared to US-EPA Tier2-Bin5 emissions standard; repeat test variation intervals are presented as $\pm 1\sigma$; Route 1 for Vehicle A includes rush-hour/non rush-hour driving. 'R' designates routes including a test with DPF regeneration event, 'nd' - no data available

39. After the study's publication, the EPA and California Air Resources Board ("CARB") began investigating Volkswagen regarding the emissions of its diesel vehicles. Volkswagen responded that increased emissions could be the result of unexpected technical issues or conditions, and tried to replicate the CAFEE's results. Volkswagen then issued a voluntary recall in December 2014. CARB continued testing Volkswagen diesels on a regular basis and found that the vehicles continued to exceed California's nitrogen-oxide-emissions limits. On July 8, 2015, CARB made its findings known to the EPA and Volkswagen.

40. The EPA warned Volkswagen that it would not approve certificates of conformity for Volkswagen's 2016 model year diesel vehicles until Volkswagen explained the results. At this point, Volkswagen finally admitting that it had been deceiving the government and consumers through the use of a "sophisticated software algorithm" that allowed diesels to reduce the amount of NOx emissions while being tested.

41. Essentially, the software Volkswagen implemented senses when the car is being tested and then activates equipment that reduces emissions, according to United States officials. The software, however, turns off the emission-reducing equipment during normal driving, increasing emissions far above legal limits, possibly to save fuel or to improve the car's torque and acceleration. It is not yet known which systems were modified; however, experts are focusing on parts of the exhaust system designed to reduce emissions of nitrogen oxide.

42. On September 18, 2015, the EPA issued a notice of violation to Volkswagen, notifying Volkswagen that it may be liable for civil penalties of up to \$37,500 for each violation.⁴

43. The director of the EPA's Office of Transportation of Air Quality, Christopher Grundler, said it is "incomprehensible" how Volkswagen, the world's largest automaker, could install "defeat devices" to evade emissions requirements. The agency said the vehicles' software intentionally detects when the car is undergoing official emissions testing, "and turns full emissions controls on only during the test." When vehicles are being driven normally, the computer disables the emissions controls.

44. In a statement on September 20, 2015, Volkswagen CEO Martin Winterkorn said the company was "deeply sorry that we have broken the trust of our customers and the public." Regarding the EPA's allegations, a spokesperson for Volkswagen stated: "We have admitted it to the regulator. It is

⁴ See U.S. Environmental Protection Agency, *Notice of Violation to Volkswagen AG* (September 18, 2015) <http://www3.epa.gov/otaq/cert/documents/vw-nov-cao-09-18-15.pdf>.

true. We are actively cooperating with the regulator.” Volkswagen also announced that it was halting sales of all 2.0L TDI engine vehicles in the United States. On September 23, 2015, Martin Winterkorn resigned as CEO, stating that he was taking responsibility, as CEO, for the irregularities found in the diesel engines.

45. The EPA will order Volkswagen and Audi to recall seven of its American car models with the affected engine type, for a total of about 500,000 vehicles. The EPA initially identified the 2.0L diesel versions of the following vehicles as being affected: 2009-2015 Volkswagen Jetta (including the Jetta Sportwagen); 2010-2015 Volkswagen Golf (including the Golf Sportwagen); 2010-2015 Audi A3; 2012-2015 Volkswagen Beetle (including the Beetle Convertible); and 2012-2015 Volkswagen Passat.

46. On September 28, 2015, an Audi AG spokesperson confirmed that 1.6L and 2.0L diesel versions of Audi A1, A3, A4, A5, A6, TT, Q3, and Q5 models were also affected and were equipped with the software at the center of the Volkswagen emissions scandal. The defeat device was installed in 2.1 million Audi vehicles worldwide, with 13,000 in the United States.

47. While Volkswagen and Audi have since stated that they can repair the vehicles to meet emissions standards, unfortunately any such fix will most likely alter the promised fuel efficiency, meaning that purchasers will not receive what they paid for – both an environmentally friendly car and one that is fuel efficient. In fact, industry experts have opined that any such fix will cause the cars’ fuel economy ratings to fall.

48. By reducing the fuel efficiency of the Diesel vehicles, the fix will also substantially diminish their resale value. Indeed, a recent *Wall Street Journal* report states that the resale value of

affected vehicles has already fallen an average of 13%—or \$1,700—since mid-September of 2015, according to the used car pricing guide Kelley Blue Book.⁵

PLAINTIFF'S PURCHASE

49. On November 18, 2009, Plaintiff Fredric Press purchased a 2010 Volkswagen Jetta WG from King Volkswagen, a car dealership in Gaithersburg, Maryland. Plaintiff was unaware and had no way of knowing that at the time of purchase his vehicle was equipped with an emission control “defeat device.” The “defeat device” allowed the vehicle to pass emissions testing and receive EPA certification despite emitting over 40 times the allowed level of emissions. Plaintiff relied on Defendant’s representations and reasonably, but mistakenly, believed that his vehicle complied with U.S. emissions standards, was environmentally safe, and provided good fuel efficiency.

TOLLING

50. Discovery Rule: The causes of action alleged herein accrued upon discovery of the fraudulently concealed and discriminatory practices on September 18, 2015, when the EPA issued a notice to Defendants. Because Defendants’ practices are systematic, proprietary and confidential to Defendants, Plaintiff and members of the Classes did not discover and could not have discovered them until September 18, 2015. Moreover, Plaintiff and the members of the Classes had no reason to conduct an investigation into Defendants’ practices, and a reasonable and diligent investigation would not have revealed them.

51. Fraudulent Concealment: Any applicable statutes of limitation have been tolled by Defendants’ knowing and active concealment of their practices. Plaintiff and members of the Classes have been kept ignorant of vital information essential to the pursuit of these claims, without any fault or

⁵ See <http://www.wsj.com/articles/kelley-blue-book-volkswagen-diesel-car-values-decline-13-1444147701> (last visited Oct. 9, 2015).

lack of diligence on their part. Plaintiff and members of the Classes could not reasonably have discovered Defendants' practices, as they were not publicly available, but fraudulently concealed from Plaintiff, members of the Classes, and the public.

52. Estoppel: Defendants were and are under a continuous duty to provide Plaintiff and members of the Classes Diesel Vehicles that comply with the applicable laws related to emissions standards. Defendants knowingly, affirmatively, and/or actively concealed the practices it engaged in as alleged herein. Furthermore, Plaintiff and members of the Classes reasonably relied upon Defendants' knowing, affirmative, and/or active concealment. Based on the foregoing, Defendants are estopped from relying on any statutes of limitation in their defense of this action.

CLASS ACTION ALLEGATIONS

53. Pursuant to Fed. R. Civ. P. 23(a), (b)(2), (b)(3), and/or (c)(4), Plaintiff seeks certification of the following classes initially defined as:

National Class: All persons in the United States who purchased or leased a Diesel Vehicle.

Maryland Class: All persons in Maryland who purchased or leased a Diesel Vehicle.

54. Excluded from the Classes are Defendants and their subsidiaries and affiliates; Defendants' executives, board members, legal counsel, and their immediate families; and any judge to whom this case is assigned, and any member of his or her immediate family.

55. Both classes are collectively referred to as "Classes" unless specified otherwise.

56. Plaintiff reserves the right to amend, modify, or expand the definitions of the Classes after having the opportunity to conduct discovery.

57. Numerosity. Fed. R. Civ. P. 23(a)(1). The potential members of the Classes as defined are so numerous that joinder of all members is unfeasible and not practicable. While the precise number of

members has not been determined at this time, Plaintiff is informed and believes that hundreds of thousands of consumers have purchased or leased one or more of the Diesel Vehicles.

58. Commonality. Fed. R. Civ. P. 23(a)(2) and (b)(3). There are questions of law and fact common to the Classes, which predominate over any questions affecting only individual members of the Classes. These common questions of law and fact include, without limitation:

a. Whether Defendants misrepresented the Diesel Vehicles to consumers as meeting federal and state emissions standards;

b. Whether Defendants misrepresented the Diesel Vehicles as being “Clean Diesel” but failed to disclose material facts, namely, that they were installed with defeat devices;

c. Whether Defendants violated 15 U.S.C. §§ 2301, *et seq.*;

d. Whether Defendants engaged in fraudulent concealment;

e. Whether Defendants breached their contracts;

f. Whether Defendants were unjustly enriched;

g. Whether Defendants violated the Virginia Consumer Protection Act;

h. Whether Defendants breached their implied warranty of merchantability;

i. Whether Defendants violated MD. CODE COM. LAW § 13-101, *et seq.*;

j. Whether Virginia law may apply to Defendants’ conduct nationwide; and

k. The nature of the relief, including equitable relief, to which Plaintiff and members of the Classes are entitled.

59. Typicality. Fed. R. Civ. P. 23(a)(3). Plaintiff’s claims are typical of the claims of the members of the Classes. Plaintiff and members of the Classes were exposed to uniform practices and sustained injury arising out of and caused by Defendants’ unlawful conduct.

60. Adequacy of Representation. Fed. R. Civ. P. 23(a)(4). Plaintiff will fairly and adequately represent and protect the interests of the members of the Classes. Plaintiff's Counsel are competent and experienced in litigating class actions.

61. Fed. R. Civ. P. 23(b)(1). A class action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all the members of the Classes is impracticable. Furthermore, the adjudication of this controversy through a class action will avoid the possibility of inconsistent and potentially conflicting adjudication of the claims asserted herein. There will be no difficulty in the management of this action as a class action.

62. Fed. R. Civ. P. 23(b)(2). Defendants' advertising, promotion and/or installation of the defeat devices in the Diesel Vehicles were uniform as to all members of the Classes. Defendants have acted or refused to act on grounds that apply generally to the Classes, so that final injunctive relief or declaratory relief as requested herein is appropriate respecting the Classes as a whole.

63. Fed. R. Civ. P. 23(b)(3). Questions of law or fact common to class members predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

64. Issue Certification. Fed. R. Civ. P. 23(c)(4). In the alternative, the common questions of fact and law, set forth in Paragraph 58, are appropriate for issue certification on behalf of the proposed Classes.

FIRST CAUSE OF ACTION

Violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq.

(On Behalf of Plaintiff and the National Class)

65. Plaintiff incorporates by reference each and every allegation set forth above as if fully stated herein.

66. The Magnuson-Moss Warranty Act (“Magnuson-Moss”), 15 U.S.C. § 2301, *et seq.*, provides a private right of action for purchasers of consumer products against manufacturers or retailers who, *inter alia*, fail to comply with the terms of a written or implied warranty. 15 U.S.C. § 2310(d)(1).

67. Defendants provided Plaintiff and National Class members with several written warranties as defined by 15 U.S.C. § 2301(6).

68. Defendants provided Plaintiff and National Class members who purchased or leased a new Diesel Vehicle with a Manufacturer’s Warranty, which directly applies to the Diesel Vehicles. This provides a bumper-to-bumper limited express warranty coverage for a minimum of three (3) years or 36,000 miles (depending on whichever comes first), or sometimes longer, and includes emissions-related repairs.

69. Defendants also provided to Plaintiff and National Class members a Federal Emissions Warranty with a “performance warranty” and a “design and defect warranty,” as required by federal law and which directly applies to the Diesel Vehicles. If a Diesel Vehicle fails an emissions test, the warranty covers all emissions related parts for two (2) years or 24,000 miles (depending on whichever comes first). Additionally, the warranty covers specified major control components for eight (8) years or 80,000 miles (depending on whichever comes first), which includes the catalytic converters, the electronic emissions control unit, and the onboard emissions diagnostic device.

70. Defendants provided express written warranties to consumers who purchased or leased the Diesel Vehicles.

71. As demonstrated above, Defendants failed to comply with the terms of their express and implied warranties with regard to Plaintiff and National Class members who purchased or leased the Diesel Vehicles. Defendants breached these warranties because the Diesel Vehicles have defeat devices installed and are not compliant with federal and state emissions standards. Repairing and redressing

such issues will materially alter the Diesel Vehicles' represented fuel economy, performance, and value.

72. Defendants' Diesel Vehicles are "consumer products," as that term is defined in § 2301(1) of Magnuson-Moss.

73. Each Defendant is a "supplier" and "warrantor," as that term is defined in §§ 2301(4) and 2301(5) of Magnuson-Moss.

74. Plaintiff and National Class members are "consumers," as that term is defined in § 2301(3) of Magnuson-Moss.

75. Although the amount in controversy has yet to be computed, Defendants' breach of warranty deprived Plaintiff and National Class members of an amount in controversy that exceeds \$50,000 (exclusive of interests and costs) computed on the basis of all claims to be determined. Plaintiff and National Class members have individual claims that meet or exceed the value of \$25.

76. Since at least May 2014, Defendants could have responded to the West Virginia study and the inquiries made by the EPA regarding their breaches of warranties. Thus, Defendants have had reasonable and adequate notice of Plaintiff's and National Class members' claims of breach of Defendants' express and implied warranties from the sale of their Diesel Vehicles, to the extent notice is required, and were given a reasonable opportunity to cure their failure to comply with those warranties. However, Defendants did not cure.

77. As a result of Defendants' breach of their express and implied warranties through Magnuson-Moss, Plaintiff and National Class members have been injured and are entitled to equitable/injunctive relief and/or damages in a measure and amount to be determined.

SECOND CAUSE OF ACTION

Fraudulent Concealment

(On Behalf of all Plaintiffs)

78. Plaintiff incorporates by reference each and every allegation set forth above as if fully stated herein.

79. Defendants have intentionally concealed and suppressed material facts related to the Diesel Vehicles' designs and compliance with federal and state emissions standards. Namely, they intentionally and secretly installed defeat devices in the Diesel Vehicles to purposely evade federal and state emissions standards by generating false emissions readings during certifications tests. This software would deliberately activate during emissions certification testing to show lower emissions than when operating on the road. Instead, the Diesel Vehicles emit as much as 40 times the amount of pollution permitted under federal and state law.

80. Additionally, Defendants intentionally concealed and suppressed the material fact that the Diesel Vehicles, if brought in compliance with federal and state emissions standards, would diminish the performance, fuel economy, and value compared to what was promised by Defendants through their advertising and marketing.

81. Defendants have a duty to disclose these facts because they had exclusive knowledge of the material facts described above and such facts were not known or reasonably knowable by the Plaintiff and members of the Classes especially given the deliberately complex and secretive scheme that was not uncovered until recently despite sales since 2009. Additionally, Defendants actively suppressed such material facts regarding the Diesel Vehicles' emissions of nitrogen oxide and concealed these material facts from the Plaintiff and members of the Classes instead making affirmative partial representations regarding the Diesel Vehicles' emissions qualities and compliance with federal and state

law.

82. The facts Defendants concealed were material because they falsely suggested that the Diesel Vehicles were compliant with federal and state emissions requirements. In addition, these facts were material because whether the Diesel Vehicles are compliant and whether they are “Clean Diesel” vehicles, directly impacts the value of the Diesel Vehicles purchased or leased by Plaintiff and members of the Classes.

83. Since at least 2009, to profit from the sale of these vehicles and to defraud Plaintiff and members of the Classes, Defendants actively concealed or suppressed these material facts. Defendants still have not made full and adequate disclosures, and continue to defraud Plaintiff and members of the Classes by concealing material information regarding the emission qualities of their Diesel Vehicles and emissions scheme.

84. Plaintiff and members of the Classes had no knowledge of, and had no reason to know, that Defendants have concealed or suppressed these material facts. In fact, given their deliberately complex and secretive scheme, which even fooled federal and state regulators, such facts were exclusively known by Defendants. Plaintiff and members of the Classes would not have purchased or leased the Diesel Vehicles for the price they paid or would have taken other affirmative steps in light of the information concealed from them, had Defendants not concealed or suppressed these material facts.

85. As a result of Defendants’ fraudulent concealment, Plaintiff’s and Classes members’ Diesel Vehicles have lost significant value. Plaintiff and members of the Classes are thus entitled to damages in an amount to be determined.

86. Because Defendants’ conduct was wanton, deliberate, oppressive and malicious, or in reckless disregard of Plaintiff’s and Classes members’ consumer and contractual rights, Plaintiff and members of the Classes are entitled to an award of punitive or exemplary damages in an amount to be

determined.

THIRD CAUSE OF ACTION

Breach of Contract

(On Behalf of all Plaintiffs)

87. Plaintiff incorporates by reference each and every allegation set forth above as if fully stated herein.

88. Defendants' misrepresentations and omissions alleged herein, including Defendants' failure to disclose the defeat device that caused Plaintiff and members of the Classes to purchase or lease the affected Diesel Vehicles. Absent those misrepresentations and omissions, Plaintiff and members of the Classes would not have purchased or leased the Diesel Vehicles for the prices they paid. Accordingly Plaintiff and members of the Classes overpaid for their Diesel Vehicles and did not receive the benefit of the bargain.

89. Each purchase or lease transaction between Plaintiff and members of the Classes and Defendants constitutes a contract between Defendants and the purchaser or lessee. Defendants breached these contracts by selling or leasing Plaintiff and members of the Classes defective Diesel Vehicles. The misrepresentations and failure to disclose the existence of the defeat device, including information known to Defendants, rendered each Diesel Vehicle less safe and emissions compliant, and thus less valuable, in comparison to vehicles not equipped with such defeat devices.

90. Plaintiff and members of the Classes are entitled to damages and other legal and equitable relief including, at their election, the purchase price of their Diesel Vehicles, or the overpayment or diminution in value of their Diesel Vehicles.

FOURTH CAUSE OF ACTION

Unjust Enrichment

(On Behalf of all Plaintiffs)

91. Plaintiff incorporates by reference each and every allegation set forth above as if fully stated herein.

92. Plaintiff and members of the Classes have conferred a benefit on Defendants because they overpaid for their Diesel Vehicles. Defendants have knowingly retained a benefit from Plaintiff and members of the Classes, resulting in inequity.

93. Defendants sold their Diesel Vehicles at an artificially inflated value due to Defendants' fraudulent concealment of the Diesel Vehicles' true performance and emission qualities. Plaintiff and members of the Classes were misled about their purchases and did not benefit from Defendants' practices.

94. As a result of Defendants' misrepresentations, Plaintiff and members of the Classes have been injured and are entitled to damages in a measure and amount to be determined.

FIFTH CAUSE OF ACTION

Virginia Consumer Protection Act, VA CODE ANN. §§ 59.1-196, et seq.

(On Behalf of all Plaintiffs)

95. Plaintiff incorporates by reference each and every allegation set forth above as if fully stated herein.

96. The Virginia Consumer Protection Act ("Virginia CPA"), VA CODE ANN. §§ 59.1-196, *et seq.*, prohibits as unlawful fraudulent acts or practices committed by a supplier in connection with a consumer transaction. VA CODE ANN. § 59.1-200.A. Unlawful fraudulent acts include "misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits," as well as

“misrepresenting that goods or services are of a particular standard, quality, grade, style, or model.” VA CODE ANN. § 59.1-200.A.

97. Defendants are “suppliers” as defined under the Virginia CPA. VA CODE ANN. § 59.1-198.

98. Plaintiff’s and Classes members’ Diesel Vehicle purchases are “consumer transactions” under the Virginia CPA, which defines consumer transactions as the “advertisement, sale, lease, license, or offering for sale, lease, or license goods or services to be used primarily for personal, family, or household purposes.” VA CODE ANN. § 59.1-198.

99. Defendants engaged in unfair and deceptive trade practices, in violation of the Virginia CPA.

100. Defendants knowingly misrepresented their Diesel Vehicles as having certain characteristics, benefits, quality, and safety standards, which they did not possess.

101. Defendants advertised their Diesel Vehicles with the intent of not selling them as advertised. Defendants publicly disseminated untrue or misleading advertising or intended not to sell the Diesel Vehicles as advertised, by representing that they are “Clean Diesel” vehicles that meet federal and state emissions standards, when they do not.

102. Defendants’ fraudulent acts occurred in connection with a consumer transaction.

103. Defendants intentionally failed to disclose that the Diesel Vehicles failed to meet federal and state emissions standards and that the Diesel Vehicles achieved their performance and fuel efficiency as a result of an illegal defeat device. Defendants knew or should have known these material facts.

104. Plaintiff and members of the Classes reasonably relied on Defendants’ misrepresentations. Plaintiff and members of the Classes overpaid for their Diesel Vehicles, did not

receive the benefit of their bargain, and lost money as their Diesel Vehicles diminished in value. As a result of Defendants' violations, Plaintiff and members of the Classes suffered actual damage for which they are entitled to relief.

SIXTH CAUSE OF ACTION

Breach of the Implied Warranty of Merchantability

(On Behalf of all Plaintiffs)

105. Plaintiff incorporates by reference each and every allegation set forth above as if fully stated herein.

106. The implied warranty of merchantability under VA. CODE ANN. § 8.2-314 requires that goods be sold in merchantable condition if the seller is a merchant with respect to goods of that kind.

107. Defendants are classified as merchants with respect to the Diesel Vehicles under VA. CODE ANN. § 8.2-314.

108. Defendants breached the implied warranty of merchantability by selling Diesel Vehicles that did not fulfil their contract descriptions, were unfit for the ordinary purpose for which the Diesel Vehicles are used, and failed to conform to the promises and affirmations of fact made on Diesel Vehicles labels and advertisements. *See* VA. CODE ANN. § 8.2-314.

109. Defendants publicly disseminated untrue or misleading advertising or intended not to sell the Diesel Vehicles as advertised, by representing that they are "Clean Diesel" vehicles that meet federal and state emissions standards, when they do not.

110. Defendants' Diesel Vehicles failed to meet federal and state emissions standards, fraudulently achieved their performance and fuel efficiency as a result of an illegal defeat device, and under normal driving conditions, emitted up to 40 times the legal limit of pollutants.

111. Through Defendants' breach of its warranty of merchantability, Plaintiff and members of

the Classes suffered actual damage for which they are entitled to relief.

SEVENTH CAUSE OF ACTION

Violations of Maryland Consumer Protection Act, MD. CODE ANN., COM. LAW

§ 13-101, et seq.

(On Behalf Plaintiff and the Maryland Class)

112. Plaintiff incorporates by reference each and every allegation set forth above as if fully stated herein.

113. The Maryland Consumer Protection Act (“Maryland CPA”), MD. CODE ANN., COM. LAW §13-101, *et seq.*, provides a private right of action for purchasers of consumer products against persons who engage in unfair or deceptive trade practices in the sale of any consumer good. MD. CODE ANN., COM. LAW § 13-303.

114. Defendants engaged in unfair and deceptive trade practices, in violation of the Maryland CPA.

115. Defendants knowingly misrepresented their Diesel Vehicles as having certain characteristics, benefits, quality, and safety standards, which they did not possess.

116. Defendants advertised their Diesel Vehicles with the intent of not selling them as advertised. Defendants publicly disseminated untrue or misleading advertising or intended not to sell the Diesel Vehicles as advertised, by representing that the Vehicles are “Clean Diesel” vehicles that meet federal and state emissions standards, when they do not.

117. Defendants’ deceptive trade practices occurred in the conduct of trade or commerce.

118. Defendants engaged in acts of unfair competition and deceptive trade practices as defined in MD. CODE ANN., COM. LAW § 13-303. Defendants intentionally failed to disclose that the Diesel Vehicles failed to meet federal and state emissions standards and that the Diesel Vehicles achieved their

performance and fuel efficiency as a result of an illegal defeat device. Defendants knew or should have known these material facts.

119. Plaintiff and Maryland Class members reasonably relied on Defendants' misrepresentations. Plaintiff and Maryland Class members overpaid for their Diesel Vehicles, did not receive the benefit of their bargain, and lost money as their Diesel Vehicles diminished in value. As a result of Defendants' violations, Plaintiff and Maryland class members suffered injury and are entitled to relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and members of the Classes, prays for relief as follows:

A. For an order that this action may be maintained as a class action under Fed. R. Civ. P. 23, that Plaintiff be appointed as Class representative, and that Plaintiff's counsel be appointed as counsel for the Classes.

B. Restitution in such amount that Plaintiff and members of the Classes paid to purchase the Diesel Vehicles, or the profits Defendants obtained from those transactions.

C. Actual compensatory damages for economic losses in such amount that Plaintiff and members of the Classes paid to purchase the Diesel Vehicles.

D. An order enjoining Defendants from engaging in the misconduct described herein and requiring them to perform a corrective advertising campaign.

E. An order awarding Plaintiff his costs of suit incurred herein, including expert witness fees, reasonable attorneys' fees, and pre and post-judgment interest, at the legal rate.

F. An order requiring an accounting for and imposition of a constructive trust upon all monies received by Defendants as a result of the unfair, misleading, fraudulent, and unlawful conduct alleged herein.

G. Such other and further relief as may be deemed necessary or appropriate.

DEMAND FOR JURY TRIAL

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

DATED: October 9, 2015

FINKELSTEIN THOMPSON LLP

Robert O. Wilson

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*Attorneys for Individual and Representative
Fredric Press*

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
 FREDERIC PRESS, Individually, and on behalf of all others similarly situated,

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Douglas G. Thompson; Milla F. Bartos; L. Kendall Satterfield; Robert O. Wilson; FINKELSTEIN THOMPSON LLP, 1077 30th Street N.W. Suite #150 Washington, D.C. 20007; Telephone: (202) 337-8000

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

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

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

Attorneys (If Known)

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

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

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

	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 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 checked="" 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

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(d); 15 U.S.C. 2301

Brief description of cause:
Violations of federal and state consumer protection laws due to fraudulent concealment of devices in vehicles.

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 Hon. Liam O'Grady DOCKET NUMBER 1:15-cv-01218-LO-MSN

DATE 10/13/2015 SIGNATURE OF ATTORNEY OF RECORD Robert O. Wilson

FOR OFFICE USE ONLY

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

Court Name: United States District Court
Division: 1
Receipt Number: 14683054658
Cashier ID: rbroaden
Transaction Date: 10/13/2015
Payer Name: FINKELSTEIN THOMPSON

CIVIL FILING FEE
For: FINKELSTEIN THOMPSON
Amount: \$400.00

CHECK
Remitter: FINKELSTEIN THOMPSON
Check/Money Order Num: 2811
Amt Tendered: \$400.00

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

FILING FEE
115CV1330