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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

FEDERICO BEHNCKE, RORY KATHARINE
COX, MARIANNE HARTSHORNE, and
GREGORY HILDEBRAND, individually and
on behalf of all others similarly situated,

Plaintiffs,

vs.

VOLKSWAGEN GROUP OF AMERICA,
INC., a New Jersey corporation,

Defendant.

Civil Action No.

CLASS ACTION COMPLAINT
AND DEMAND FOR JURY TRIAL

Plaintiffs Federico Behncke, Rory Katharine Cox, Marianne Hartshorne, and Gregory Hildebrand (collectively “Plaintiffs”), individually and on behalf of all others similarly situated, bring this action against Defendant Volkswagen Group of America, Inc. (“Defendant” or “Volkswagen”). All allegations in this complaint are made upon information and belief,

except those allegations that pertain to the named Plaintiffs, which are based on personal knowledge.

INTRODUCTION

1. This nationwide class action challenges the pervasive false representations, false marketing and concealments of material fact by Defendant Volkswagen regarding certain of its diesel automobiles (collectively “Clean Diesel Vehicles” and described in more detail in Paragraph 4 below). It is brought on behalf of all persons who purchased or leased, new or used, one of the nearly half a million Volkswagen Clean Diesel Vehicles that were originally sold in the United States from 2009 to the present. Volkswagen falsely claimed that these Clean Diesel Vehicles were compliant with applicable EPA regulations (“EPA Compliant”), thus allowing Volkswagen to place them into the stream of commerce in the United States for sale or lease to the members of the classes defined herein. Volkswagen also misrepresented the level of performance and fuel efficiency of its Clean Diesel Vehicles. Although Volkswagen has undertaken a massive marketing and informational campaign in the United States to represent that its “CleanDiesel” vehicles are EPA Compliant, high-performance, fuel-efficient, and environmentally friendly, in truth and in fact these vehicles do not possess the promised qualities and do not conform to Volkswagen’s promises.

2. Volkswagen intentionally and falsely concealed from Plaintiffs and the Nationwide Class, at the time that its Clean Diesel Vehicles were offered for sale or lease to them, that these vehicles were not EPA Compliant and thus could not be legally sold or leased in the United States. Moreover, Defendant intentionally and falsely represented to Plaintiffs and the Nationwide Class that these vehicles had specific advantageous performance and fuel economy characteristics, when in fact Volkswagen knew that these representations were false.

Defendant's misconduct went beyond misrepresenting the capabilities of its vehicles. In its desire for higher sales and profits, Volkswagen intentionally engineered its Clean Diesel Vehicles to conceal (1) that they were emitting as much as 40 times the EPA limit on vehicle emissions, and (2) that if these vehicles had in fact been EPA Compliant, they would not have produced the promised high performance and fuel economy.

3. Volkswagen carried out its fraudulent scheme by installing "defeat devices" that would only switch on a vehicle's full emissions control systems when it was undergoing emissions testing. This is because --- contrary to Defendant's representations to its customers and government agencies --- the technical measures required to comply with state and federal regulations governing automobile emissions have a substantial negative impact on a diesel vehicle's performance and fuel economy. In order to make its Clean Diesel Vehicles a viable consumer product, however, after falsely representing that its Clean Diesel Vehicles were EPA Compliant Volkswagen needed to represent those vehicles to Plaintiffs and the Nationwide Class as both high-performance **and** fuel-efficient. Therefore, to conceal the Clean Diesel Vehicles' inability to meet emissions standards and thereby claim them to be EPA Compliant, Volkswagen knowingly engineered the vehicles to have two "modes": the vehicles' emissions would be controlled while undergoing emissions testing, but the vehicles would switch "modes" under normal driving operation, allowing for greater performance and fuel efficiency without the low emissions required to make them EPA Compliant. By doing this, Volkswagen made it appear that its vehicles were EPA Compliant when in fact the opposite was true. In normal operation outside the emissions test environment, the vehicles were not EPA Compliant and could not have provided the promised performance and fuel efficiency if they had been EPA Compliant.

4. According to an investigation conducted by the EPA,¹ Volkswagen installed its “defeat devices” in multiple lines of diesel vehicles, including without limitation the 2009 to 2015 models of the Volkswagen Beetle, Volkswagen Golf, and the Audi A3, as well as the 2012 to 2015 models of the Volkswagen Passat.

PARTIES

A. Oregon Plaintiff

5. Plaintiff Federico Behncke is a resident of Ashland, Oregon who purchased a 2015 Volkswagen Jetta TDI, a Clean Diesel Vehicle, on February 28, 2015 at the Lithia Medford Volkswagen dealership in Medford, Oregon for approximately \$22,786. At the time of purchase, the vehicle was equipped with an emissions control “defeat device” that had allowed it to pass emissions testing and improperly obtain an EPA Certificate of Conformity. At all times other than during emissions testing, the vehicle produced as much as 40 times the allowed level of emissions. These facts were unknown to Plaintiff when he purchased the vehicle. But for Volkswagen’s improper conduct as alleged herein, Plaintiff Behncke would not have purchased the vehicle. Had Volkswagen not fraudulently obtained the Certificate of Conformity, the vehicle Plaintiff Behncke purchased could not have been put into the stream of commerce in the United States, and therefore would not have been available for purchase by plaintiff Behncke.

B. California Plaintiffs

6. Plaintiff Rory Katharine Cox is a resident of Santa Barbara, California. who leased a 2015 Volkswagen Golf TDI, a Clean Diesel Vehicle, on July 10, 2015 at a dealership in Santa Maria, California. At the time of lease, the vehicle was equipped with an

¹ Attached as **Exhibit A** is a true and accurate copy of the EPA’s “Notice of Violation” dated September 18, 2015.

emissions control “defeat device” that allowed it to pass emissions testing and improperly obtain an EPA Certificate of Conformity. At all times other than during emissions testing, the vehicle produced as much as 40 times the allowed level of emissions. These facts were unknown to Plaintiff when she leased the vehicle. But for Volkswagen’s improper conduct as alleged herein, Plaintiff Cox would not have leased the vehicle. Had Volkswagen not fraudulently obtained the Certificate of Conformity, the vehicle Plaintiff Cox leased could not have been put into the stream of commerce in the United States, and therefore would not have been available for lease by Plaintiff Cox.

7. Plaintiff Marianne Hartshorne is a resident of Oregon who purchased a 2014 Volkswagen Jetta TDI, a Clean Diesel Vehicle, on March 14, 2014 at a dealership in California. At the time of purchase, the vehicle was equipped with an emissions control “defeat device” that allowed it to pass emissions testing and improperly obtain an EPA Certificate of Conformity. At all times other than during emissions testing, the vehicle produced as much as 40 times the allowed level of emissions. These facts were unknown to Plaintiff when she purchased the vehicle. But for Volkswagen’s improper conduct as alleged herein, Plaintiff Hartshorne would not have purchased the vehicle. Had Volkswagen not fraudulently obtained the Certificate of Conformity, the vehicle Plaintiff Hartshorne purchased could not have been put into the stream of commerce in the United States, and therefore would not have been available for purchase by Plaintiff Hartshorne.

8. Plaintiff Gregory Hildebrand is a resident of San Pedro, California who purchased a 2013 Volkswagen Passat TDI, a Clean Diesel Vehicle, on April 6, 2013 at the Timmons of Long Beach dealership in Long Beach, California for approximately \$35,670. At the time of purchase, the vehicle was equipped with an emissions control “defeat device” that

allowed it to pass emissions testing and improperly obtain an EPA Certificate of Conformity. At all times other than during emissions testing, the vehicle produced as much as 40 times the allowed level of emissions. These facts were unknown to Plaintiff when he purchased the vehicle. But for Volkswagen's improper conduct as alleged herein, Plaintiff Hildebrand would not have purchased the vehicle. Had Volkswagen not fraudulently obtained the Certificate of Conformity, the vehicle could not have been put into the stream of commerce in the United States, and therefore would not have been available for purchase by Plaintiff Hildebrand.

C. Defendant

9. Defendant Volkswagen Group of America, Inc. is a corporation organized under the laws of New Jersey, with its principal place of business at 2200 Ferdinand Porsche Dr., Herndon, Virginia 20171.

10. At all relevant times, Volkswagen manufactured or imported, distributed, sold, leased, and warranted the Clean Diesel Vehicles under the Volkswagen and Audi brand names throughout the United States. Volkswagen and/or its agents or contractors designed the "CleanDiesel" engines and engine control systems in the Clean Diesel Vehicles, including the "defeat device." Volkswagen also developed and disseminated the owners' manuals and warranty booklets, advertisements, and other promotional materials relating to the Clean Diesel Vehicles.

JURISDICTION AND VENUE

11. This Court has jurisdiction over the subject matter of this action pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d). 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.

12. This Court has personal jurisdiction over Defendant because it is a citizen of New Jersey and does business in New Jersey.

13. Venue is proper in this District under 28 U.S.C. § 1391(b) because (1) Defendant is a resident of the District and (2) a substantial part of the events or omissions giving rise to the claims occurred and/or emanated from this District.

FACTUAL ALLEGATIONS

A. Defendant's Wrongful Course of Conduct

14. For years, Volkswagen has advertised its Clean Diesel Vehicles as low-emission, high-performance and fuel-efficient cars. In fact, this has been the primary thrust of the company's marketing efforts in the United States. Volkswagen has been extremely successful in this marketing campaign and has become the largest seller of diesel passenger vehicles in the United States.

15. Because of consumer desire for low-emission, fuel-efficient and high-performance vehicles, Defendant's success is largely based on its promotion of its diesel cars as "clean" and environmentally-friendly vehicles. The very name Volkswagen has given to the engines used by these vehicles --- "CleanDiesel" --- demonstrates the company's focus on appealing to the segment of the consumer market interested in low-emission vehicles. At the same time, Volkswagen publicly represents itself through advertising and its own literature as a company dedicated to environmental responsibility.

16. To support these claims, Volkswagen highlights the fact that the *Green Car Journal* named the Audi A3 TDI and VW Jetta TDI the 2010 Green Car of the Year and the

2009 Green Car of the Year, respectively. In addition, Defendant sponsored a website to promote its “clean” diesel technology, stating that the technology reduces smog and “meets the highest standards in all 50 states, thanks to ultra-low sulfur diesel (ULSD) fuel and innovative engine technology that burns cleaner.” (See www.clearlybetterdiesel.org.)

17. Unfortunately for consumers who bought Volkswagen’s Clean Diesel Vehicles --- and for people who breathe the air into which they emit illegal amounts of pollutants --- the technology was not in fact “clean.” Instead, Volkswagen designed and sold cars that emit pollutants at unconscionably high and unlawful levels. Volkswagen’s sale and lease of its diesel vehicles is unlawful because, among other things, the Clean Air Act (“CAA”) mandates that every engine and motor vehicle that is sold or leased within the United States must meet a set of emission standards and conformity requirements. In order to sell or lease its Clean Diesel Vehicles in the United States, Volkswagen was required to demonstrate that the vehicles were compliant with the CAA (and all applicable EPA regulations). A company may introduce vehicles into the stream of commerce in the United States only after the EPA issues a “Certificate of Conformity” authorizing production and sale in the United States. In this case, the diesel engines designed by Volkswagen were never in conformity with the CAA or EPA regulations and were, in fact, designed not to conform. Nonetheless, Volkswagen submitted applications for Certificates of Conformity to the EPA in which Volkswagen intentionally misrepresented that the vehicles were EPA Compliant when they were not. On this basis, the EPA issued Certificates of Compliance.

18. On September 18, 2015, the EPA issued a Notice of Violation (“NOV”). The NOV explains that Defendant has installed sophisticated software in the Volkswagen and Audi Clean Diesel Vehicles distributed by Defendant in the United States that detects when the

vehicle is undergoing official emissions testing and turns full emissions controls on only during the test. At all other times that the vehicle is running, however, the emissions controls are deactivated, meaning that pollution is freely released into the environment at levels that far exceed those allowed by federal and state clean air regulations. This software used by Volkswagen is a “defeat device” as defined by the CAA. Such defeat devices are specifically outlawed by the EPA in its regulations. A true and correct copy of the EPA’s NOV is attached to this complaint as **Exhibit A**.

19. Most modern engines, including Volkswagen’s “CleanDiesel” engines, use computerized engine control systems to monitor sensors throughout a car’s engine and exhaust systems to ensure optimal performance and efficiency. This can include controlling fuel injection and valve and ignition timing, and operating the engine’s turbocharger. These engine control computers also receive data from sensors in the car’s exhaust system measuring the amounts of chemical substances included in the car’s exhaust. That data provides a measure of the engine’s operation and efficiency, and is used by the engine control system to ensure the desired performance and efficiency.

20. Because modern cars include these computers and sensors throughout the car’s systems, emissions testing sometimes uses a car’s existing sensors to measure the presence of pollutants and track compliance with EPA and state emissions standards. Emissions testing stations plug a diagnostic device into the car’s on-board diagnostics (“OBD II”) port and use the car’s exhaust sensors during the testing procedure to measure the substances emitted. Some states, instead of or in addition to an OBD II diagnostic device, use a measurement probe inserted into the car’s exhaust pipe to measure the chemicals emitted.

21. Volkswagen programmed the engine control computers in the Clean Diesel Vehicles with software that detects when the cars are undergoing emissions testing, and then operates the car's engine and exhaust systems to ensure that emissions comply with EPA standards during the test. When the car is not being tested (i.e., under normal operating conditions), the engine control systems operate the vehicle in a manner that does not comply with EPA emissions requirements.

22. In short, this software allows Defendant's Clean Diesel Vehicles to momentarily meet emissions standards in labs or state testing stations, while permitting the vehicles to emit nitrogen oxides (NOx) during the normal operation of the vehicles at up to 40 times the standard allowed under United States laws and regulations.

23. NOx pollution contributes to nitrogen dioxide, ground-level ozone, and fine particulate matter. Exposure to these pollutants has been linked to serious health dangers, including asthma attacks and other serious respiratory illnesses. In particular, children, the elderly and people with pre-existing respiratory illness are at an acute risk of adverse health effects from these pollutants.

B. Consumers Have Been Damaged by Volkswagen's Conduct

24. Defendant charges substantial premiums for the Clean Diesel Vehicles. Although the EPA has ordered Defendant to recall the Clean Diesel Vehicles, purchasers of the Clean Diesel Vehicles have suffered and will continue to suffer significant harm. First, Volkswagen has unlawfully offered its Clean Diesel Vehicles for sale or lease. Had Volkswagen not fraudulently used the defeat device to falsify the outcome of emissions testing of the Clean Diesel Vehicles, it could not have obtained a Certificate of Conformity for the Clean Diesel Vehicles. Second, Volkswagen will not be able to make the Clean Diesel Vehicles comply with emissions standards without substantially degrading their promised performance characteristics,

including their horsepower and fuel efficiency. As a result, even if Volkswagen were able now to make Class members' Clean Diesel Vehicles comply with required emission standards, Class members will nonetheless suffer injury and damages because their vehicles will no longer perform as advertised and as they did when purchased or leased.

25. In the event Volkswagen is able make its Clean Diesel Vehicles comply with current EPA emissions standards and Class members are required to keep their purchased or leased vehicles, the value of every such Clean Diesel Vehicle to Plaintiffs and the Nationwide Class will be diminished .

26. As a result of Volkswagen's unfair, deceptive and fraudulent business practices, and its failure to disclose that under normal operating conditions the Clean Diesel Vehicles emit far more than the allowed pollution levels, owners and lessees of the Clean Diesel Vehicles have suffered losses in money and/or property.

27. Even if the Clean Diesel Vehicles had been legally offered for sale, which they were not, Plaintiffs and the Nationwide Class would not have purchased or leased those vehicles if they had known of the defeat devices and the impact such devices had on emissions, fuel economy or performance. When and if Volkswagen recalls the Clean Diesel Vehicles and degrades the CleanDiesel engine performance in an attempt to make the Clean Diesel Vehicles compliant with EPA emission standards, Plaintiffs will be required to spend more on fuel and will not benefit from the advertised performance characteristics of their vehicles. Moreover, Clean Diesel Vehicles will necessarily be worth less in the used marketplace because of their decrease in performance and efficiency. Therefore, Volkswagen's deliberate strategy to value profit over the truth, human health and the environment, has caused serious harm to Plaintiffs and the Nationwide Class. This harm includes, but is not limited to, the money paid by Plaintiffs

and the Nationwide Class for the purchase or lease of their Clean Diesel Vehicles or, in the alternative, the reduction in the value of these vehicles as a result of Volkswagen's misconduct.

28. Defendant's former CEO, Martin Winterkorn, has admitted Defendant's wrongdoing, saying in a statement that he was "deeply sorry that we have broken the trust of our customers and the public," and that Defendant would be suspending sales of some 2015 models. The EPA has stated that it will not issue Certificates of Compliance for 2016 vehicles with 2.0 liter diesel engines unless and until those vehicles have properly passed EPA standards. Winterkorn served as Defendant's CEO during the entire relevant time period — from January 2007 until he resigned on September 23, 2015.

C. Statutes of Limitations Have Been Tolled

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

30. Through the exercise of reasonable diligence, and within any applicable statutes of limitations, Plaintiffs could not have discovered that Volkswagen was concealing and misrepresenting the true emissions levels of its vehicles, including but not limited to its use of defeat devices, and concealing the fact that the Clean Diesel Vehicles were non-compliant with EPA regulations and thus not legally available for sale or lease in the United States.

31. Only on or about September 19, 2015 did it become publicly known that the research group International Council on Clean Transportation (the "ICCT") had observed a difference between Volkswagen's emissions in testing laboratories and in normal use on the road. The ICCT brought the defeat device issue to the attention of the EPA which then conducted further tests on the vehicles, ultimately uncovering the unlawful use of the defeat device software. Volkswagen's deception with respect to its CleanDiesel engines, engine control

systems, fuel economy, performance and emission representations and the existence of “defeat devices” was painstakingly concealed by Defendant from consumers and regulators alike.

32. Plaintiffs could not have reasonably discovered, and did not know of facts that would have caused a reasonable person to suspect, that Volkswagen intentionally had failed to report information within its knowledge to federal and state authorities, its dealerships, or consumers.

33. Likewise, a reasonable and diligent investigation could not have disclosed that Volkswagen had information in its sole possession about the existence of its sophisticated emissions deception and that it had concealed that information.

34. Throughout the relevant time period, all applicable statutes of limitations have been tolled by Volkswagen’s knowing and active fraudulent concealment and denial of the facts alleged in this Complaint.

35. Volkswagen was under a continuing duty to disclose to Plaintiffs and the Nationwide Class the truth about the emissions from Clean Diesel Vehicles: that at the time of sale or lease, the vehicles were not legally available for sale or lease because they failed to comply with federal and state regulations and laws.

36. Instead of disclosing the wrongful conduct alleged herein, Volkswagen falsely represented that its vehicles complied with federal and state emissions standards.

37. Volkswagen therefore is estopped from relying on any statutes of limitations in defense of this action.

CLASS ACTION ALLEGATIONS

38. Plaintiffs bring this action as a class action on behalf of themselves and all others similarly situated under Rule 23 of the Federal Rules of Civil Procedure. This class action is brought on behalf of the following Class and Subclasses:

A. The Nationwide Class (the “Class”)

All persons or entities in the United States who are current or former owners and/or lessees of a “Clean Diesel Vehicle” from the following model years: model years 2009-2015 for the diesel Volkswagen Beetle, diesel Volkswagen Golf, diesel Volkswagen Jetta and diesel Audi A3, and model years 2012-2015 for the diesel Volkswagen Passat.

B. The “California Subclass”

All persons or entities in the State of California who are current or former owners and/or lessees of a “Clean Diesel Vehicle” from the following model years: model years 2009-2015 for the diesel Volkswagen Beetle, diesel Volkswagen Golf, diesel Volkswagen Jetta and diesel Audi A3, and model years 2012-2015 for the diesel Volkswagen Passat.

C. The Oregon Subclass

All persons or entities in the State of Oregon who are current or former owners and/or lessees of a “Clean Diesel Vehicle” from the following model years: model years 2009-2015 for the diesel Volkswagen Beetle, diesel Volkswagen Golf, diesel Volkswagen Jetta and diesel Audi A3, and model years 2012-2015 for the diesel Volkswagen Passat.

39. Excluded from the Class and Subclasses are Volkswagen and its subsidiaries and affiliates; all persons who make a timely election to be excluded from the Class and Subclasses; governmental entities and the judge to whom this case is assigned and his/her immediate family. Plaintiffs reserve the right to revise the definitions of the Class and Subclasses based upon information learned through discovery and/or further investigation.

40. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claim.

41. This action may be properly maintained on behalf of the Class and Subclasses proposed herein under Federal Rule of Civil Procedure 23.

42. The members of the Class and each Subclasses are so numerous that joinder of all members is impracticable. Nearly half a million Clean Diesel Vehicles were sold or leased in the United States during the relevant time period. While the exact number of members of the Class and each Subclass is unknown to Plaintiffs at this time, and can only be ascertained through appropriate discovery, Plaintiffs believe that there are thousands of members of the Class and Subclasses. Absent members of the Class and Subclasses may be identified from records maintained by Volkswagen and appropriate state agencies and may be notified of the pendency of this action by mail or by using a form of notice similar to that customarily used in consumer class actions.

43. Plaintiffs' claims are typical of the claims of the members of the Class and Subclasses, because all members were similarly affected by Volkswagen's wrongful course of conduct alleged herein.

44. Plaintiffs will fairly and adequately protect the interests of the Class and Subclasses and have retained counsel competent and experienced in class and consumer litigation.

45. Common questions of law and fact exist as to all members of the Class and Subclasses and predominate over any questions solely affecting individual Class and

Subclass members. Among the questions of law and fact common to the Class and Subclasses are:

- (a) Whether Volkswagen engaged in the conduct alleged herein;
 - (b) Whether Volkswagen designed, advertised, marketed, imported, distributed, leased, sold or otherwise placed Clean Diesel Vehicles into the stream of commerce in the United States, and if so, whether Volkswagen obtained the required Certificates of Conformity by deception;
 - (c) Whether the CleanDiesel engine system in the Clean Diesel Vehicles contains a defect or device that does not comply with EPA requirements;
 - (d) Whether the CleanDiesel engine system in the Clean Diesel Vehicles can be made to comply with EPA standards without substantially degrading the performance, fuel economy and/or efficiency of the Clean Diesel Vehicles;
 - (e) Whether Volkswagen was aware of the “defeat device” and, if so, for how long Volkswagen was so aware;
 - (f) Whether Volkswagen designed, manufactured, imported, marketed and/or distributed Clean Diesel Vehicles with a “defeat device”;
 - (g) Whether Volkswagen’s conduct violates consumer protection statutes, warranty laws, and other laws and regulations as asserted herein;
 - (h) Whether Plaintiffs and the other Class and Subclass members overpaid for their Clean Diesel Vehicles;
 - (i) Whether Plaintiffs and the other Class and Subclass members are entitled to equitable relief, including but not limited to restitution or injunctive relief;
- and

(j) Whether Plaintiffs and the other Class and Subclass members are entitled to damages and other monetary relief and, if so, in what amount.

46. Volkswagen has acted or refused to act on grounds generally applicable to Plaintiffs and the other members of the Class and Subclasses, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to the Class and Subclasses as a whole pursuant to Fed.R.Civ.P. 23(b)(2).

47. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy, since joinder of all members is impracticable. The expense and burden of individual litigation makes it virtually impossible as a practical matter for members of the Class and Subclasses to redress individually the wrongs done to them. There will be no difficulty in the management of this action as a class action.

A. Claims brought on behalf of the Nationwide Class and all Subclasses

FIRST COUNT

(Fraudulent Concealment from Consumers)

48. Plaintiffs repeat and reallege each and every allegation contained in all prior paragraphs as though fully set forth herein.

49. Plaintiffs bring this Claim on behalf of themselves and on behalf of the members of the Nationwide Class.

50. Volkswagen intentionally concealed and suppressed material facts concerning the quality and character of the Clean Diesel Vehicles. As alleged in this Complaint, Volkswagen engaged in deception to evade federal and state vehicle emissions standards by installing software designed to conceal its vehicles' emissions of pollutants.

51. Upon information and belief, the software installed on the Clean Diesel Vehicles was designed to engage during emissions certification testing and to show far lower emissions than when the vehicles were actually operating under typical conditions. As a result, the Clean Diesel Vehicles passed emissions testing through deliberately-induced false readings. Upon information and belief, Volkswagen's deliberate, secret deception has resulted in noxious emissions from these vehicles at approximately 40 times applicable standards.

52. In order for Volkswagen to sell or lease its Clean Diesel Vehicles in the United States, the company was required to obtain a Certificate of Conformity from the EPA (as mandated by the CAA) for each class of vehicles. To obtain a Certificate of Conformity, Volkswagen submitted applications to the EPA representing that the Clean Diesel Vehicles complied with all relevant EPA regulations. These representations were false, because in fact the Clean Diesel Vehicles did not comply with relevant EPA regulations and were intentionally designed to thwart accurate emissions testing through the use of "defeat devices."

53. Volkswagen knew that its Clean Diesel Vehicles were not EPA Compliant and thus could not properly qualify for Certificates of Conformity. Volkswagen intentionally deceived the EPA by submitting false applications for Certificates of Conformity it knew it was not entitled to receive so that it could introduce vehicles that were not EPA Compliant into the stream of commerce in the United States. Volkswagen pursued this deception with the intent that its Clean Diesel vehicles would be sold, leased and resold to United States consumers such as Plaintiffs and members of the Nationwide Class.

54. Volkswagen knew and intended that, because the Clean Diesel Vehicles initially were offered for sale or lease through its United States dealer network, Plaintiffs and members of the Nationwide Class would reasonably believe that these vehicles were legally

available for sale or lease in the United States. Defendant concealed the fact that the Clean Diesel Vehicles were not legally available for sale or lease in the United States because Volkswagen had knowingly obtained the Certificates of Conformity through deception, and the Clean Diesel Vehicles were not EPA Compliant.

55. It was impossible for Plaintiffs and the Nationwide Classes to purchase or lease the Clean Diesel Vehicles unless the Clean Diesel Vehicles were legally available for sale or lease in the United States. As alleged herein, Volkswagen employed sophisticated methods of deception in order to improperly introduce its Clean Diesel Vehicles into the stream of commerce in the United States, and Plaintiffs and the Nationwide Classes did not know and had no way of knowing the truth.

56. Volkswagen had a duty to disclose its emissions deception concerning the Clean Diesel Vehicles because it knew it had sole knowledge thereof and that the true facts were not reasonably discoverable by Plaintiffs.

57. Volkswagen also had a duty to disclose its emissions deception because it knowingly made affirmative representations about its vehicles' emission characteristics that were misleading, deceptive and incomplete. Volkswagen knowingly concealed and failed to disclose the additional facts set forth above regarding its emissions deception, and the actual emissions, performance and fuel economy characteristics of its Clean Diesel Vehicles.

58. Having volunteered to provide information to Plaintiffs and the Nationwide Class, Volkswagen had the duty to disclose the entire truth. These omitted and concealed facts were material because they directly affected the merchantability of the Clean Diesel Vehicles in the United States.

59. Volkswagen actively concealed and/or suppressed these material facts, in whole or in part, and profited from this concealment at the expense of Plaintiffs and the Nationwide Class.

60. Upon information and belief, Volkswagen has still not made full and adequate disclosures, and continues to conceal material information regarding the emissions characteristics of its referenced vehicles and its emissions deception.

61. Plaintiffs and the Nationwide Class were unaware of the omitted material facts referenced herein, and were justified in purchasing or leasing Clean Diesel Vehicles in the belief that such vehicles were legally available for sale in the United States. Because of Volkswagen's concealment and suppression of the facts, Plaintiffs and the Nationwide Class have sustained damages. Because they purchased or leased vehicles not legally available for sale or lease in the United States, all agreements effectuating such sales or leases are and were void. Plaintiffs and the Nationwide Class have been damaged in the amounts they paid for the purchase or lease of Clean Diesel Vehicles. In the alternative, Plaintiffs and the Nationwide Class now own vehicles that are diminished in value as a result of Volkswagen's concealment of the illegality of sale or lease and the true quality and quantity of those vehicles' emissions, fuel economy and performance. Disclosure of the Clean Diesel Vehicles' true performance, fuel economy and emissions characteristics would have required that they be offered at prices substantially below those paid by Plaintiffs and the Nationwide Class.

62. To the extent Plaintiffs and the Nationwide Class are required to keep their Clean Diesel Vehicles, the value of those vehicles has been diminished as a result of Volkswagen's fraudulent concealment of its emissions deception, which has severely damaged the Volkswagen and Audi brand names and made any reasonable consumer reluctant to purchase

any of the Clean Diesel Vehicles from Plaintiffs and the Nationwide Class, or to pay what otherwise would have been the fair market value of those vehicles if the false representations made by Defendant had been true.

63. Accordingly, Volkswagen is liable to Plaintiffs and the Nationwide Class for damages in an amount to be proven at trial.

64. Volkswagen's misconduct was wanton, malicious, oppressive and deliberate, actuated with intent to defraud and in reckless disregard of the rights of Plaintiffs and the Nationwide Class. Volkswagen made these misrepresentations in order to enrich Volkswagen, and its misconduct warrants and requires disgorgement of all benefits received and assessment of punitive damages in an amount sufficient to deter such conduct in the future.

SECOND COUNT

(Breach of Express Warranty)

65. Plaintiffs repeat and reallege each and every allegation contained in all prior paragraphs as though fully set forth herein.

66. Plaintiffs bring this Claim on behalf of themselves and on behalf of the members of the Nationwide Class.

67. Defendant made numerous representations, descriptions and promises to Plaintiffs and the Nationwide Class regarding the performance and emission controls of its Clean Diesel Vehicles.

68. Defendant knew or should have known that its representations, descriptions and promises were false and that its concealments would mislead Plaintiffs and the Nationwide Class. Defendant was aware that it had installed defeat devices in the vehicles for which it sought EPA certification and which it later sold or leased to Plaintiffs and the Nationwide Class.

69. It was impossible for Plaintiffs and the Nationwide Class to purchase or lease the Clean Diesel Vehicles without reasonably relying on Volkswagen's representations, rendered materially misleading by Volkswagen's concealment of the true facts, that they were purchasing or leasing "clean" diesel vehicles. Those vehicles, however, did not perform as warranted. Unbeknownst to Plaintiffs, those vehicles' emission reduction systems performed worse than advertised. The performance of those systems constitutes a defect. Accordingly, Volkswagen breached its express warranty by providing a product containing defects that were never disclosed to Plaintiffs and the Nationwide Class.

70. Volkswagen's express warranty provides insufficient remedies to Plaintiffs and therefore fails of its essential purpose.

71. As a direct and proximate result of Volkswagen's false and misleading representations, concealments and warranties, Plaintiffs and the Nationwide Class suffered significant damages.

THIRD COUNT

(Unjust Enrichment)

72. Plaintiffs repeat and reallege each and every allegation contained in all prior paragraphs as though fully set forth herein.

73. Plaintiffs bring this Claim on behalf of themselves and on behalf of the members of the Nationwide Class.

74. As a result of Defendant's misrepresentations and concealments, Plaintiffs and the Nationwide Class were induced to confer an undue benefit on Defendant.

75. Defendant was and continues to be unjustly enriched at the expense of Plaintiffs and the Nationwide Class.

76. Defendant should be required to disgorge this unjust enrichment.

FOURTH COUNT

(New Jersey Consumer Fraud Act)

77. Plaintiffs repeat and reallege each and every allegation contained in all prior paragraphs as though fully set forth herein.

78. Plaintiffs bring this Claim on behalf of themselves and on behalf of the members of the Nationwide Class.

79. The Subject Vehicles are “merchandise” as that term is defined by the New Jersey Consumer Fraud Act, N.J. S.A. 56:8–1, et seq.

80. Defendant disseminated advertisements in print, online and on television that were materially misleading, and disseminated deceptive information and concealed material information as set forth herein, for purposes of inducing customers to purchase Clean Diesel Vehicles.

81. Defendant researched, developed, designed, tested, manufactured, imported, inspected, labeled, distributed, marketed, promoted, sold, serviced, and/or otherwise released into the stream of commerce in the United States, Clean Diesel Vehicles that did not conform to Defendant’s representations concerning availability for legal sale or lease, performance, fuel economy and emission characteristics.

82. Defendant acted with ill motive and willful, wanton and/or conscious disregard for consumers. With full knowledge of the Clean Diesel Vehicles ‘ true characteristics, Defendant made false and misleading misrepresentations and omissions to consumers and potential buyers concerning the legality of sale of these vehicles in the United States and their performance, efficiency, and emission characteristics. Defendant intentionally concealed its knowledge of the true design of the Clean Diesel Vehicles, as well as its deception of the EPA to improperly obtain Certificates of Conformity, and marketed the Clean Diesel Vehicles as fuel-

efficient, high-performance and low-emission vehicles with actual knowledge that these claims were false.

83. Volkswagen undertook the affirmative acts of misrepresentation and the knowing omissions with the intent that consumers and users would rely on such misrepresentations and/or omissions, and consumers and users, including Plaintiffs and the Nationwide Class, did so rely to their detriment.

84. Defendant's promotion, sales and marketing of the Clean Diesel Vehicles constituted unconscionable commercial practices, deception, false pretenses, affirmative acts or misrepresentation, and/or knowing concealment, suppression or omissions in connection with the marketing and distribution of merchandise, in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-2, et seq.

85. Defendant's conduct in connection with the research, development, design, testing, manufacturing, importation, inspection, labeling, distribution, marketing, promotion, sale and/or service of Clean Diesel Vehicles containing the defects set forth herein, demonstrated lack of good faith, honesty in fact and observance of fair dealing so as to constitute unconscionable commercial practices in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-2, et seq.

86. Plaintiffs and the Nationwide Class have suffered an ascertainable loss of money and/or property as a result of Defendant's conduct set forth herein.

87. As a direct and proximate result of Defendant's violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-2, et seq., Plaintiffs have suffered damages.

SIXTH COUNT

(Violation of the Magnuson-Moss Warranty Act)

88. Plaintiffs repeat and reallege each and every allegation contained in all prior paragraphs as though fully set forth herein.

89. Plaintiffs bring this Claim on behalf of themselves and on behalf of the members of the Nationwide Class.

90. The Subject Vehicles are “consumer products” within the meaning of 15 U.S.C. § 2301(1).

91. Plaintiffs are “consumers” within the meaning of 15 U.S.C. § 2301(3).

92. Defendant is a “supplier” and “warrantor” within the meaning of 15 U.S.C. § 2301(4)-(5).

93. Defendant provided multiple written warranties to purchasers and lessees of Clean Diesel Vehicles, within the meaning of 15 U.S.C. § 2301(6).

94. Defendant provided Plaintiffs and the Nationwide Class with a “Manufacturer’s Warranty,” which covers emissions-related repairs and design. As required by law, Defendant also provided Plaintiffs and the Nationwide Class with a “Federal Emissions Warranty.” These warranties are directly applicable to the Clean Diesel Vehicles.

95. Consistent with federal law, Defendant provided Plaintiffs and the Nationwide Class with a “performance warranty” and a “design and defect warranty.” These warranties are directly applicable to the Clean Diesel Vehicles.

96. Defendant breached these warranties by selling the Clean Diesel Vehicles with a “defeat device” that renders the emissions control systems defective and, therefore, the Clean Diesel Vehicles do not comply with emissions standards set by federal and state law. This

defect cannot be repaired or redressed without materially decreasing the advertised estimated fuel economy and other performance characteristics of the vehicle.

97. Volkswagen's breach of warranty has deprived Plaintiffs and the Nationwide Class of the benefit of their bargain. The amount in controversy of the Plaintiffs' individual claims meets or exceeds the sum or value of \$25. In addition, the amount in controversy meets or exceeds the sum or value of \$50,000 (exclusive of interests and costs) computed on the basis of all claims to be determined in this suit.

98. Defendant had an opportunity to disclose information concerning the Clean Diesel Vehicles' inability to perform as warranted, and to cure its breaches of warranty. Defendant has failed to do so.

99. In the event Plaintiffs and the Nationwide Class are required to keep their vehicles, Plaintiffs and the Nationwide Class have suffered and continue to suffer damages as a direct and proximate result of Defendant's conduct, including economic damages at the point of sale or lease measured by the difference between the value of the vehicle as promised and the value of the vehicle as delivered. Plaintiffs are entitled to legal and equitable relief against Defendant, including damages, specific performance, attorneys fees, costs, and other relief as appropriate.

B. Claims brought on behalf of the members of the California Subclass

SEVENTH COUNT

(Violation of the California Unfair Competition Law)

100. Plaintiffs Cox, Hartshorne and Hildebrand (hereafter "California Plaintiffs" for the purposes of the Claims brought on behalf of the California Subclass) repeat and reallege each and every allegation contained in all prior paragraphs as though fully set forth herein.

101. California Plaintiffs bring this Claim on behalf of themselves and the members of the California Subclass.

102. California's Unfair Competition Law ("UCL") — Cal. Bus. & Prof. Code §§ 17200, et seq. — proscribes acts of unfair competition, including "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising."

103. Volkswagen's conduct, as described herein, was and is in violation of the UCL in at least the following ways:

(a) By knowingly and intentionally concealing from California Plaintiffs that the Clean Diesel Vehicles suffer from a design defect and/or failing to disclose the illegality of sales made without a proper Certificate of Compliance while obtaining money from California Plaintiffs;

(b) By marketing Clean Diesel Vehicles as possessing functional and defect-free, EPA-compliant CleanDiesel engine systems;

(c) By purposefully installing an illegal "defeat device" in the Clean Diesel Vehicles to fraudulently obtain EPA certification and cause Clean Diesel Vehicles to improperly pass emissions tests when in truth and fact their normal operations would not pass such tests;

(d) By violating federal laws, including the Clean Air Act; and

(e) By violating other California laws, including California laws governing vehicle emissions and emission testing requirements.

104. Volkswagen's misrepresentations and omissions alleged herein caused California Plaintiffs to purchase or lease Clean Diesel Vehicles. Absent those misrepresentations and omissions, California Plaintiffs would not have purchased or leased these Clean Diesel

Vehicles and/or would have purchased or leased less expensive alternative vehicles that did not contain CleanDiesel engine systems that failed to comply with EPA and California emissions standards.

105. Accordingly, California Plaintiffs have suffered injury in fact including lost money or property as a result of Volkswagen's misrepresentations and omissions.

106. California Plaintiffs seek to enjoin further unlawful, unfair, and/or fraudulent acts or practices by Volkswagen under Cal. Bus. & Prof. Code § 17200.

107. California Plaintiffs request that this Court enter such orders or judgments as may be necessary to enjoin Volkswagen from continuing its unfair, unlawful and/or deceptive practices and to restore to California Plaintiffs and members of the California Subclass any money it acquired from them by unfair competition, including restitution and/or restitutionary disgorgement, as provided in Cal. Bus. & Prof. Code § 17203 and Cal. Civ. Code § 3345; and for the other relief set forth below.

EIGHTH COUNT

(Violation of the California Consumers Legal Remedies Act)

108. California Plaintiffs repeat and reallege each and every allegation contained in all prior paragraphs as though fully set forth herein.

109. California Plaintiffs bring this Claim on behalf of themselves and on behalf of the members of the California Subclass.

110. California's Consumers Legal Remedies Act ("CLRA"), Cal. Civ. Code §§ 1750, et seq., proscribes "unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer."

111. California Plaintiffs are “consumers” as defined by Cal. Civ. Code § 1761(d).

112. The Clean Diesel Vehicles are “goods” as defined in Cal. Civ. Code § 1761(a).

113. Defendant is a “person” under Cal. Civ. Code § 1761(c).

114. As alleged herein, Volkswagen made numerous misleading representations and has concealed material information concerning the benefits, efficiency, quality for sale, performance and safety features of CleanDiesel engine systems.

115. In purchasing or leasing the Clean Diesel Vehicles, California Plaintiffs were deceived by Volkswagen’s failure to disclose that the Clean Diesel Vehicles were equipped with defective CleanDiesel engine systems that failed EPA and California emissions standards and that Certificates of Compliance were not properly obtained.

116. By the conduct alleged herein, Volkswagen was and is in violation of the CLRA. Volkswagen’s conduct violates at least the following enumerated CLRA provisions:

(a) Cal. Civ. Code § 1770(a)(5): Representing that goods have characteristics, uses, and benefits which they do not have;

(b) Cal. Civ. Code § 1770(a)(7): Representing that goods are of a particular standard, quality, or grade, if they are of another;

(c) Cal. Civ. Code § 1770(a)(9): Advertising goods with intent not to sell them as advertised; and

(d) Cal. Civ. Code § 1770(a)(16): Representing that goods have been supplied in accordance with a previous representation when they have not.

117. California Plaintiffs have suffered injury in fact and actual damages resulting from Volkswagen's material omissions and misrepresentations because they paid a purchase or lease price for the Clean Diesel Vehicles based upon the misrepresentations and concealments alleged herein and because they stand to pay additional fuel costs if they are required to keep their vehicles.

118. Volkswagen knew, should have known, or was reckless in not knowing of the defective design and/or manufacture of the CleanDiesel engine systems, and that the Clean Diesel Vehicles were not suitable for their intended use. Moreover, it knew the Clean Diesel Vehicles were not legally offered for sale in the United States.

119. The facts Volkswagen concealed from and failed to disclose to California Plaintiffs are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease the Clean Diesel Vehicles or to pay a lower price if they could be legally sold. Had California Plaintiffs known of the defective nature of the Clean Diesel Vehicles, they would not have purchased or leased the Clean Diesel Vehicles, or if the purchase of their vehicle was legal, they would not have paid the prices they paid.

120. Plaintiffs have provided Volkswagen with notice of its violations of the CLRA pursuant to Cal. Civ. Code § 1782(a). The notice was transmitted to Volkswagen on September 29, 2015.

NINTH COUNT

(Violation of the California False Advertising Act)

121. California Plaintiffs repeat and reallege each and every allegation contained in all prior paragraphs as though fully set forth herein.

122. California Plaintiffs bring this Claim on behalf of themselves and on behalf of the members of the California Subclass.

123. California Bus. & Prof. Code § 17500 states: “It is unlawful for any...corporation...with intent directly or indirectly to dispose of real or personal property...to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated...from this state before the public in any state, in any newspaper or other publication, or any advertising device, ...or in any other manner or means whatever, including over the Internet, any statement...which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.”

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

125. Volkswagen has violated § 17500 because the misrepresentations and omissions regarding the safety, reliability, availability for legal sale and functionality of Clean Diesel Vehicles as set forth in this Complaint were material and likely to deceive a reasonable consumer.

126. California Plaintiffs have suffered an injury in fact, including the loss of money or property, as a result of Volkswagen’s unfair, unlawful, and/or deceptive practices. In purchasing or leasing their Clean Diesel Vehicles, California Plaintiffs relied on the misrepresentations and/or the absence of disclosures by Volkswagen with respect to the safety, performance and reliability of the Clean Diesel Vehicles, and on the concealment by Volkswagen that its Clean Diesel Vehicles were not legally available for sale in the United States. Volkswagen’s representations were untrue because the Clean Diesel Vehicles were

distributed with faulty and defective CleanDiesel engine systems, rendering certain safety and emissions functions inoperative. Had California Plaintiffs known this, they would not have purchased or leased their Clean Diesel Vehicles and/or paid as much for them if they were legally available for sale. Accordingly, California Plaintiffs overpaid for their Clean Diesel Vehicles and did not receive the benefit of their bargain.

127. The wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Volkswagen's business. Volkswagen's wrongful conduct was part of a pattern or generalized course of conduct that was perpetuated and repeated, both in the State of California and nationwide.

128. California Plaintiffs, individually and on behalf of the other members of the California Subclass, request that this Court enter such orders or judgments as may be necessary to enjoin Volkswagen from continuing its unfair, unlawful and/or deceptive practices and to restore to California Plaintiffs and the other members of the California Subclass any money Volkswagen acquired by unfair competition, including restitution and/or restitutionary disgorgement, and for such other relief set forth below.

C. Claim brought on behalf of the members of the Oregon Subclass

TENTH COUNT

(Violation of the Oregon Unlawful Trade Practices Act)

129. Plaintiff Behncke (hereafter "Oregon Plaintiff" for the purposes of the claim brought on behalf of the Oregon Subclass) repeats and realleges each and every allegation contained in all prior paragraphs as though fully set forth herein.

130. Oregon Plaintiff brings this Claim on behalf of himself and on behalf of the members of the Oregon Subclass.

131. Volkswagen is a person within the meaning of Or. Rev. Stat. § 646.605(4).

132. The Clean Diesel Vehicles are “goods” obtained primarily for personal family or household purposes within the meaning of Or. Rev. Stat. § 646.605(6).

133. The Oregon Unfair Trade Practices Act (“Oregon UTPA”) prohibits a person from, in the course of the person’s business, doing any of the following: “(e) Represent[ing] that...goods...have...characteristics...uses, benefits, ...or qualities that they do not have; (g) Represent[ing] that...goods...are of a particular standard [or] quality...if they are of another; (i) Advertis[ing] ... goods or services with intent not to provide them as advertised;” and “(u) engag[ing] in any other unfair or deceptive conduct in trade or commerce.” Or. Rev. Stat. § 646.608(1).

134. Volkswagen engaged in unlawful trade practices, including representing that Clean Diesel Vehicles have characteristics, uses, benefits, and qualities which they do not have; representing that Clean Diesel Vehicles are of a particular standard and quality when they are not; advertising Clean Diesel Vehicles with the intent not to sell them as advertised; concealing that the Clean Diesel Vehicles were not legally available for sale; and engaging in other unfair or deceptive acts.

135. Volkswagen also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of Clean Diesel Vehicles.

136. Volkswagen’s actions as set forth above occurred in the conduct of trade or commerce.

137. Volkswagen has known of its use of the “defeat device” and the true nature of its CleanDiesel engine system for at least six years, but concealed all of that information until it was recently uncovered.

138. Volkswagen was also aware that it valued profits over environmental cleanliness, efficiency and lawfulness, and that it was manufacturing, selling and distributing vehicles throughout the United States that did not comply with EPA regulations. Volkswagen concealed this information as well.

139. By failing to disclose that it had obtained Certificates of Compliance by deception of the EPA and by actively concealing the “defeat device” and the true levels of pollution control of the CleanDiesel engine system, by marketing its vehicles as safe, reliable, environmentally clean, efficient and of high quality, and by presenting itself as a reputable manufacturer that valued safety, environmental cleanliness and efficiency, and stood behind its vehicles after they were sold, Volkswagen engaged in deceptive business practices in violation of the Oregon UTPA.

140. Volkswagen’s unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Oregon Plaintiff, about the illegality of Certificates of Compliance for the Clean Diesel Vehicles, the true cleanliness and efficiency of the CleanDiesel engine system, the quality of the Volkswagen and Audi brands, the devaluing of environmental cleanliness and integrity at Volkswagen, and the true value of the Clean Diesel Vehicles.

141. Volkswagen intentionally and knowingly misrepresented and concealed material facts regarding the Clean Diesel Vehicles with an intent to mislead Oregon Plaintiff and the members of the Oregon Subclass.

142. Volkswagen knew or should have known that its conduct violated the Oregon UTPA.

143. As alleged above, Volkswagen made material statements or concealed material facts about the legal availability of these vehicles for sale, pollution control, efficiency and reliability of the Clean Diesel Vehicles in a manner that was either false or misleading.

144. Volkswagen owed Oregon Plaintiff a duty to disclose that the Clean Diesel Vehicles were not legally available for sale, as well as the true safety, pollution control, efficiency and reliability of the Clean Diesel Vehicles, and the devaluing of environmental cleanliness and integrity at Volkswagen, because Volkswagen:

(a) Possessed exclusive knowledge that it valued profits over environmental cleanliness, efficiency and lawfulness, and that it was manufacturing, selling and distributing vehicles throughout the United States that did not comply with EPA regulations;

(b) Intentionally concealed the foregoing from Oregon Plaintiff and the members of the Oregon Subclass; and/or

(c) Made incomplete representations about the availability of the Clean Diesel Vehicles for legal sale, as well as the pollution control, efficiency and reliability of the Clean Diesel Vehicles generally, and the use of the “defeat device” and true nature of the CleanDiesel engine system in particular, while purposefully withholding material facts from Oregon Plaintiffs that contradicted these representations.

145. Because Volkswagen fraudulently concealed the “defeat device” and the true pollution control and performance of the CleanDiesel engine system, resulting in negative publicity once the use of the “defeat device” and true characteristics of the CleanDiesel engine

system finally were disclosed, the value of the Clean Diesel Vehicles has greatly diminished. In light of the stigma attached to those vehicles by Volkswagen's conduct, they are now worth significantly less than they otherwise would have been.

146. Volkswagen's fraudulent use of the "defeat device" and its concealment of the true characteristics of the CleanDiesel engine system were material to Oregon Plaintiff.

147. Oregon Plaintiff suffered ascertainable loss caused by Volkswagen's misrepresentations and its concealment of and failure to disclose material information.

148. Volkswagen had an ongoing duty to all Volkswagen and Audi customers to refrain from unfair and deceptive acts or practices under the Oregon UTPA. All owners of Clean Diesel Vehicles suffered ascertainable loss in the form of their purchase price or lease payments and/or diminished value of their vehicles as a result of Volkswagen's deceptive and unfair acts and practices that occurred in the course of Volkswagen's business.

149. Volkswagen's violations present a continuing risk to Oregon Plaintiff and the Oregon Subclass as well as to the general public. Volkswagen's unlawful acts and practices complained of herein affect the public interest.

150. As a direct and proximate result of Volkswagen's violations of the Oregon UTPA, Oregon Plaintiff and the Oregon Subclass suffered injury-in-fact and/or actual damage.

151. Oregon Plaintiff and the members of the Oregon Subclass are entitled to recover the greater of actual damages or \$200 pursuant to Or. Rev. Stat. § 646.638(1). Oregon Plaintiff and the members of the Oregon Subclass are also entitled to punitive damages because Volkswagen engaged in conduct amounting to a particularly aggravated, deliberate disregard of the rights of others.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and the members of the Class and all Subclasses, demand judgment against Defendant as follows:

Certifying that this action may be maintained as a Class Action as defined herein and appointing counsel for Plaintiffs as the counsel of record to represent the defined Class and Subclasses;

Determining that any limitation of remedies set forth in the warranties issued by Defendant have failed of their essential purpose;

For damages, restitution and disgorgement in an amount to be determined at trial;

Returning all monies paid for the purchase or lease of any Clean Diesel Vehicle; For treble and/or punitive damages as permitted by applicable laws;

For pre- and post-judgment interest;

For the costs of suit and a reasonable attorney's fee; and

For such other or further relief as may be appropriate.

HELLRING LINDEMAN GOLDSTEIN & SIEGAL LLP
Attorneys for Plaintiffs and all others similarly situated

By: /s/ Stephen L. Dreyfuss

STEPHEN L. DREYFUSS
MATTHEW E. MOLOSHOK
Members of the Firm

Dated: September 29, 2015

FOLEY BEZEK BEHLE & CURTIS, LLP
Thomas G. Foley, Jr., Esq.
Peter J. Bezek, Esq.
Robert A. Curtis, Esq.
15 West Carrillo Street
Santa Barbara, California 93101
805.962.9495

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial of all issues so triable.

HELLRING LINDEMAN GOLDSTEIN & SIEGAL LLP
Attorneys for Plaintiffs and all others similarly situated

By: /s/ Stephen L. Dreyfuss

STEPHEN L. DREYFUSS
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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

FEDERICO BEINCKE, an individual; RORY
KATHARINE COX, an individual; Civil Action No.
MARIANNE HARTSHORNE, an individual;
and GREGORY HILDEBRAND, an individual.

Individually and on behalf of all others similarly
situated,

Plaintiffs,

vs.

CERTIFICATION PURSUANT TO
L.CIV.R. 11.2

VOLKSWAGEN GROUP OF AMERICA,
INC., a New Jersey corporation.

Defendant.

STEPHEN L. DREYFUSS, of full age, certifies that:

1. I am one of the counsel to plaintiffs in this matter.
2. Upon information and belief, through September 25, 2015, civil actions have been filed in United States District Courts in several districts, including the District of New Jersey, which relate to the subject matter of the Complaint in this action as set forth on the attached list, incorporated herein by reference.

3. Upon information and belief there may be additional cases filed in state courts or in other federal proceedings; cases are still being filed and as application has been made to the Judicial Panel on Multidistrict Litigation to determine a single venue for pretrial matters in the federally-filed cases, styled *In re Volkswagen "Clean" Diesel Liability Litigation*, MDL Docket No. 2672.

I hereby certify that the foregoing statements made by me are true under penalty of perjury. Dated September 29, 2015 at Newark, New Jersey.

/s/ Stephen L. Dreyfuss

STEPHEN L. DREYFUSS

VOLKSWAGEN GROUP OF AMERICA, INC. ("VW GoA") CASES

Case Name	Case No.	Filed Date	Court
Johnson v. VW GoA	2:15-cv-07394-MMM-AS	9/21/2015	CD Cal
Mitsuda v. VW GoA	2:15-cv-07375-GW-GJS	9/21/2015	CD Cal
D'Angelo v. VW GoA	2:15-cv-07390-FMO-PJW	9/21/2015	CD Cal
Steele v. VW GoA	2:15-cv-07391	9/21/2015	CD Cal
Walker v. VW GoA	2:15-cv-07395	9/21/2015	CD Cal
McCabe v. VW GoA	5:15-cv-01930-MMM-SP	9/20/2015	CD Cal
Dell'Aquila v. VW GoA	8:15-cv-01525-DOC-KES	9/21/2015	CD Cal
Fiol v. VW GoA	4:15-cv-04278-PJH	9/18/2015	ND Cal
Benipayo v. VW GoA	4:15-cv-04314-DMR	9/21/2015	ND Cal
Lau v. VW GoA	5:15-cv-04302-BLF	9/21/2015	ND Cal
Bennett v. VW GoA	3:15-cv-02106-LAB-JMA	9/21/2015	SD Cal
Karcsay v. VW GoA	3:15-cv-02110-BAS-MDD	9/21/2015	SD Cal
Levin v. VW GoA	2:15-cv-06985-JLL-JAD	9/21/2015	D NJ
Criston v. VW GoA	2:15-cv-06988-KM-MAH	9/22/2015	D NJ
Catlett v. VW GoA	2:15-cv-00681-DB	9/22/2015	D Utah
Yell v. VW GoA	2:15-cv-07429-AB-JPR	9/22/2015	CD Cal
Macauley v. VW GoA	2:15-cv-07430-DMG-JPR	9/22/2015	CD Cal
Stricklin v. VW GoA	2:15-cv-07431-DSF-PJW	9/22/2015	CD Cal
Temkin v. VW GoA	2:15-cv-07432-JFW-PJW	9/22/2015	CD Cal
Hendricks v. VW GoA	5:15-cv-01948-SVW-DTB	9/22/2015	CD Cal
Giauque v. VW GoA	2:15-cv-07473-ODW-GJS	9/23/2015	CD Cal
Weiss v. VW GoA	2:15-cv-07474-DDP-E	9/23/2015	CD Cal
Crosson v. VW GoA	2:15-cv-07475-GW-GJS	9/23/2015	CD Cal
Koudsi, Inc. v. VW GoA	2:15-cv-07477	9/24/2015	CD Cal
Hill v. VW GoA	2:15-cv-07517	9/24/2015	CD Cal
Hall v. VW GoA	4:15-cv-04340-KAW	9/22/2015	ND Cal
Shalit v. VW GoA	3:15-cv-04354-LB	9/23/2015	ND Cal
Goodrich v. VW GoA	3:15-cv-04397	9/24/2015	ND Cal
Drury v. VW GoA	3:15-cv-04401-JCS	9/24/2015	ND Cal
Mayerson v. VW GoA	4:15-cv-04390-KAW	9/24/2015	ND Cal
Handal v. VW GoA	3:15-cv-02127-CAB-BLM	9/23/2015	SD Cal
Defiesta v. VW GoA	2:15-cv-07012-JLL-JAD	9/22/2015	D NJ
Minkina v. VW GoA	2:15-cv-07020-JLL-JAD	9/22/2015	D NJ
Ghezzi v. VW GoA	2:15-cv-07035-JLL-JAD	9/23/2015	D NJ
Stein v. VW GoA	2:15-cv-07052-JLL-JAD	9/24/2015	D NJ
Williams v. VW GoA	2:15-cv-07053-JLL-JAD	9/24/2015	D NJ
Hayashi v. VW GoA	2:15-cv-07060-JLL-JAD	9/24/2015	D NJ
Brewitt v. VW GoA	1:15-cv-01223-LO-MSN	9/24/2015	ED Virginia
Steffensen v. VW GoA	1:15-cv-01218-LO-MSN	9/23/2015	ED Virginia
Johnson v. VW GoA	1:15-cv-01225-LO-MSN	9/24/2015	ED Virginia
Jelkmann v. VW GoA	2:15-cv-07566	9/25/2015	CD Cal
Klein v. VW GoA	2:15-cv-07570	9/25/2015	CD Cal
Studer v. VW GoA	2:15-cv-07560-BRO-RAO	9/25/2015	CD Cal
Kalan v. VW GoA	2:15-cv-07563	9/25/2015	CD Cal

VOLKSWAGEN GROUP OF AMERICA, INC. ("VW GoA") CASES

Case Name	Case No.	Filed Date	Court
Signore v. VW GoA	2:15-cv-07564	9/25/2015	CD Cal
Malig v. VW GoA	8:15-cv-01554	9/25/2015	CD Cal
Blake v. VW GoA	3:15-cv-04425	9/25/2015	ND Cal
Smith v. VW GoA	5:15-cv-04403-NC	9/25/2015	ND Cal
Cunningham v. VW GoA	2:15-cv-07079-JLL-JAD	9/24/2015	D NJ
Ford v. VW GoA	2:15-cv-07081-JLL-JAD	9/24/2015	D NJ
Armstrong v. VW GoA	2:15-cv-07085-JLL-JAD	9/24/2015	D NJ
Steele v. VW GoA	2:15-cv-07086-JLL-JAD	9/24/2015	D NJ
Badeanlou v. VW GoA	2:15-cv-07108-JLL-JAD	9/25/2015	D NJ
Peterson v. VW GoA	2:15-cv-07110-JLL-JAD	9/25/2015	D NJ
Firman v. VW GoA	3:15-cv-07106-FLW-DEA	9/25/2015	D NJ
City of St. Clair Shores Police & Fire Retirement System v. VW GoA	1:15-cv-01228-LO-MSN	9/25/2015	ED Virginia

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
 FEDERICO BEHNCKE, an individual; MARIANNE HARTSHORNE, an individual and GREGORY HILDEBRAND, an individual, individually and on behalf of all others similarly situated,
 (b) County of Residence of First Listed Plaintiff Jackson, Oregon
 (EXCEPT IN U.S. PLAINTIFF CASES)
 (c) Attorneys (Firm Name, Address, Email and Telephone Number)
 Stephen L. Dreyfuss, Helling Lindeman Goldstein & Siegal LLP,
 One Gateway Center, 8th Floor, Newark, NJ 07102,
 sldreyfuss@hlgslaw.com, 973-621-9020

DEFENDANTS
 VOLKSWAGEN GROUP OF AMERICA, INC., a New Jersey corporation
 County of Residence of First Listed Defendant Fairfax & Loudon, Virginia
 (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	PERSONAL INJURY <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
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 USC 1332(d)
 Brief description of cause:
Fraud, breach of warranty, breach of contract, related claims

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 SEE ATTACHED LIST DOCKET NUMBER _____

DATE _____ SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY
 RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.