

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

PHILIP FUGATE, and PAUL and MARY )  
ANN BELTZ, h/w, individually, and on )  
behalf of all others similarly situated, )

Plaintiffs, )

vs. )

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

Defendants. )

No.

JURY TRIAL DEMANDED

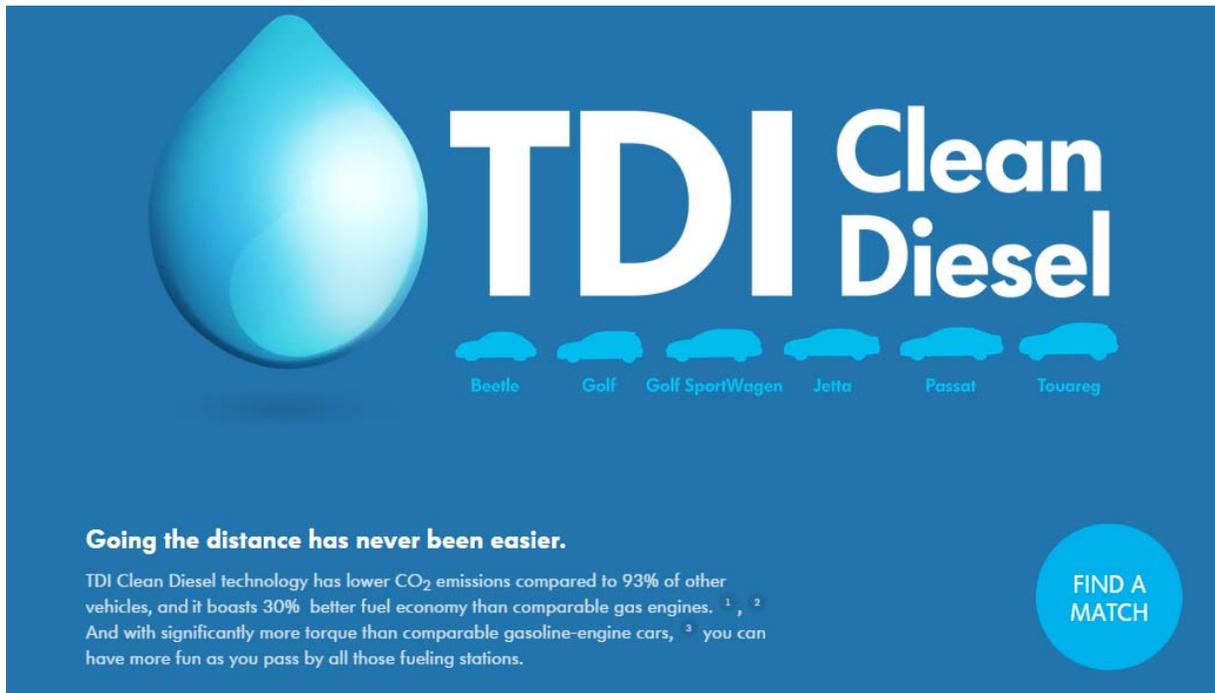
CLASS ACTION

**CLASS ACTION COMPLAINT**

Plaintiffs, PHILIP FUGATE, and PAUL and MARY ANN BELTZ, h/w, for themselves and all similarly situated people, allege the following:

1. Since 2009, Volkswagen Group of America, Inc. and Volkswagen AG (hereinafter collectively, “Volkswagen”) manufactured and sold cars in the United States and throughout the world with diesel engines that Volkswagen widely marketed as the “TDI® Clean Diesel engine,” which came installed in various Volkswagen and Audi models, including the Jetta, the Jetta Sportswagen, the Golf, the Audi A3, the Beetle, the Beetle convertible, the Passat, and the Golf Sportswagen (“Affected Vehicles”). Volkswagen advertised, marketed, promoted and sold these vehicles as powerful,

efficient, and clean with low emissions as a result of the “Clean Diesel” engine system as reflected in this Volkswagen web advertisement:<sup>1</sup>



2. Under the Clean Air Act, 42 U.S.C. §§ 7401-7671q, and its implementing regulations both administered and enforced by the Environmental Protection Agency (“EPA”), manufacturers of diesel-powered cars, like Volkswagen, were required to install emission control devices so that each diesel vehicle sold in the US complies with Clean Air Act emission standards, as well as to certify that such devices are installed, operative, and meet applicable standards.

3. As discussed below, consumers, including Plaintiff and members of both Classes defined below paid an increased amount and spent a premium to purchase a

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<sup>1</sup> <http://www.vw.com/features/clean-diesel/>.

Volkswagen or Audi with a “TDI® Clean Diesel” engine, since doing so ensured the engine was eco-friendly as well as powerful and fuel efficient.

4. It was only after an enormous investigation by state and federal regulators that anyone outside of Volkswagen learned that these “Clean Diesel” engines actually spewed 40 times the amount of emissions permitted by EPA standards. Thus, such engines were hardly the clean-operating, eco-friendly power plant that offered increased efficiency, torque, and acceleration.

5. On September 18, 2015, Phillip A. Brooks, Director, Air Enforcement Division, Office of Civil Enforcement, with the United States Environmental Protection Agency, issued a Notice of Violation, stating:

[T]he EPA has determined that VW manufactured and installed defeat devices in certain model year 2009 through 2015 diesel light-duty vehicles equipped with 2.0 liter engines. These defeat devices bypass, defeat, or render inoperative elements of the vehicles’ emission control system that exist to comply with [Clean Air Act] emission standards. **Therefore, VW violated section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B).** Additionally, the EPA has determined that, due to the existence of the defeat devices in these vehicles, these vehicles do not conform in all material respects to the vehicle specifications described in the applications for the certificates of conformity that purportedly cover them. **Therefore, VW also violated section 203(a)(1) of the CAA, 42 U.S.C. § 7522(a)(1) by selling, offering for sale, introducing into commerce, delivering for introduction into commerce, or importing these vehicles, or for causing any of the foregoing acts.**<sup>2</sup>

Director Brooks continued by explaining Volkswagen’s method of deceiving regulators, and, necessarily, consumers, which stands at the center and is at the heart of this case:

Specifically, VW manufactured and installed software in the electronic control module (ECM) of these vehicles that sensed when the vehicle was being tested for compliance with EPA emissions standards. For ease of

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<sup>2</sup> See Sept. 18, 2015 Notice of Violation (emphasis added).

reference, the EPA is calling this the “switch.” The “switch” senses whether the vehicle is being tested or not based on various inputs including the position of the steering wheel, vehicle speed, the duration of the engine’s operation, and barometric pressure. These inputs precisely track the parameters of the federal test procedure used for emission testing for EPA certification purposes. During EPA emission testing, the vehicles’ ECM ran software which produced compliant emission results under an ECM calibration that VW referred to as the “dyno calibration” (referring to the equipment used in emissions testing, called a dynamometer). At all other times during normal vehicle operation, the “switch” was activated and the vehicle ECM software ran a separate “road calibration” which reduced the effectiveness of the emission control system (specifically the selective catalytic reduction or the lean NOx trap). **As a result, emissions of NOx increased by a factor of 10 to 40 times above the EPA compliant levels, depending on the type of drive cycle (e.g., city, highway).**<sup>3</sup>

As Cynthia Giles, Assistant Administrator for the Office of Enforcement and Compliance Assurance at the EPA summed up: “[u]sing a defeat device in cars to evade clean air standards is illegal and a threat to public health.”

6. As described above, Volkswagen employed sophisticated software in Affected Vehicles that detected when the vehicle was undergoing official emissions tests before turning on full emissions controls to ensure the vehicle would pass emission scrutiny. After the test and at all other times, the software would revert to limited emission control, allowing NOx emissions to reach as much as 40 times the amount permitted by EPA standards. In short, Volkswagen cheated to get the results from its product that it desired.

7. NOx emissions not only contribute to nitrogen dioxide, ground-level ozone and fine particulate pollution, NOx also carries serious health risks and are linked with asthma attacks, respiratory illness, and other maladies.

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<sup>3</sup> *Id.* (emphasis added).

8. If concealing the true emissions profile of the Affected Vehicles were not enough, Volkswagen compounded the deception by charging Plaintiff and members of both Classes a significant premium and an increased amount for the Affected Vehicles. For example, the highest level gas Jetta SE has a base MSRP of \$20,095, while the Clean Diesel TDI SEL carries an MSRP of \$26,410, representing a \$6,315 premium. Volkswagen collected such premiums across its entire affected vehicle fleet, as represented by the following chart:

<b>Model</b>	<b>Base MSRP</b>	<b>Mid-level MSRP</b>	<b>Top-Line MSRP</b>
<b>VW Jetta</b>	\$2,860	\$4,300	\$6,315
<b>VW Beetle</b>	\$4,635	n/a	\$2,640
<b>VW Golf</b>	\$2,950	\$1,000	\$1,000
<b>VW Passat</b>	\$5,755	\$4,750	\$6,855
<b>Audi A3</b>	\$2,805	\$3,095	\$2,925

9. Now, with the truth about Volkswagen's deception in the open and as a result of Volkswagen's conduct, the value of Affected Vehicles will drop significantly. Already, the EPA has initiated a recall covering roughly 482,000 Affected Vehicles sold in the United States since 2009 that will require Volkswagen to make the vehicles compliant with EPA emissions requirements at all times during normal operation. To do so, however, will require substantially reducing the power and efficiency of the vehicle, causing Plaintiff and members of both Classes to suffer actual harm and damages as the Affected Vehicles will no longer perform as they did when purchased and as advertised, which, in turn, will both diminish the value of every affected vehicle, including reducing the residual value of leased vehicles, thereby causing lessees to incur additional damages, not to mention causing owners and lessees of Affected Vehicles to pay more for fuel.

10. As recent as September 20, 2015, Volkswagen conceded the truth of the EPA allegations to U.S. regulators, admitting that it programmed its cars to detect when the vehicles were tested and adjust the running of the diesel engines to hide the true emissions. More recently, on September 23, 2015, Volkswagen Chief Executive Martin Winterkorn resigned his position over the matter, after apologizing for breaking the trust of Volkswagen customers and the public.

11. Accordingly, Volkswagen intentionally breached federal and state law as well as EPA rules and regulations by selling in the United States its vehicles containing devices that purposefully evaded federal and state laws, concealing from plaintiff and members of both Classes that its Affected Vehicles emit in excess of the allowable limits of pollutants under normal operating conditions, in some cases over 40 times the allowable limits, causing Plaintiff and members of both Classes to suffer damages. Had Plaintiff and members of both Classes been apprised of the “defeat device” at the time of purchase or lease of the Affected Vehicles, they would not have purchased or leased the vehicle or paid significantly less than the premium they did pay.

#### **JURISDICTION AND VENUE**

12. Jurisdiction is proper in this Court pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), since the proposed Classes consists of 100 or more members; the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and costs; and minimal diversity exists.

13. Venue is proper in the Eastern District of Pennsylvania under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to these claims

occurred in this district. Plaintiffs Paul and Mary Ann Beltz reside in this District and purchased their Affected Vehicle in this District. Plaintiff Philip Fugate purchased his Affected Vehicle in this District. Volkswagen has marketed, advertised, sold, and leased Affected Vehicles within this District.

### **PARTIES**

14. Plaintiff Philip Fugate resides in Princeton, Mercer County, New Jersey. In March, 2015, he purchased a brand new 2014 Jetta TDI from Piazza Volkswagen of Langhorne, an authorized Volkswagen dealer in Langhorne, Pennsylvania.

15. Paul and Mary Ann Beltz are husband and wife who reside in Perkasio, Bucks County, Pennsylvania. In February 2012, they purchased a 2012 Jetta Sportwagen TDI from Thompson Volkswagen, and authorized Volkswagen dealer in Warrington, Pennsylvania.

16. At the time Plaintiff Fugate purchased the vehicle, he relied upon the representations of Volkswagen that its product was compliant with EPA requirements and was completely unaware that Volkswagen intentionally equipped his Jetta with an emissions control “defeat device” in order to ensure the vehicle received EPA certification and passed emissions tests, despite at all other times emitting 40 times the amount of pollutants allowed by law. Volkswagen’s use of the “defeat device” has caused Plaintiff out-of-pocket loss, future attempted repairs, and has diminished the value of his vehicle.

17. At the time Plaintiffs Paul and Mary Ann Beltz purchased their vehicle, they relied upon the representations of Volkswagen that its product was compliant with

EPA requirements and was completely unaware that Volkswagen intentionally equipped their Jetta Sportwagen with an emissions control “defeat device” in order to ensure the vehicle received EPA certification and passed emissions tests, despite at all other times emitting 40 times the amount of pollutants allowed by law. Volkswagen’s use of the “defeat device” has caused Plaintiffs out-of-pocket loss, future attempted repairs, and has diminished the value of their vehicle.

18. Similarly, Volkswagen knew about and intentionally installed the “defeat device” without disclosing the presence and effect of the device to Plaintiffs. Thus, Plaintiffs purchased their vehicles on the reasonable, mistaken belief in reliance upon Volkswagen that their vehicles not only complied with United States emissions standards and were properly EPA certified, but would have retained all of their operating characteristics throughout the vehicles’ useful life.

19. Moreover, Plaintiffs selected and ultimately purchased their Jetta TDI and Jetta Sportwagen based on what they learned of the “Clean Diesel” system through Volkswagens advertisements and representations. More specifically, the reason they purchased the Jetta and not another vehicle, was their understanding, informed by Volkswagen’s marketing, that Volkswagen’s “Clean Diesel” system had superior performance and a lessened impact on the environment when compared with other similar vehicles due to lower emissions. This understanding was informed by Volkswagen’s website along with Volkswagen product brochures, including a Jetta brochure they were given at the dealership along with representations of Volkswagen’s “Clean Diesel” system made by Volkswagen salesmen. They also learned about the

purported benefits of Volkswagen's "Clean Diesel" system from Volkswagen television and radio advertisements, which characterized Volkswagen's "Clean Diesel" system as environmentally safe, powerful, and fuel efficient, which was consistent with all other representations made by Volkswagen to Plaintiffs.

20. Plaintiffs relied upon Volkswagen's "Clean Diesel" marketing that touted the engine system as environmentally friendly given that it was clean-running with low emissions, but also efficient and powerful. They never saw any advertisements or representations containing disclosure of Volkswagen's use of a "defeat device" or that Volkswagen cheated its certification of EPA compliance. Indeed, if Volkswagen had disclosed that the "Clean Diesel" system actually emitted 40 times the allowable levels of pollutants, such as NO<sub>x</sub>, Plaintiffs would not have purchased their Jettas.

21. Accordingly, Plaintiffs and members of each Class have suffered an ascertainable loss as a result of Volkswagen's misrepresentations and omissions pertaining to the "Clean Diesel" system, including, out-of-pocket losses and future attempted repairs, future additional fuel costs, as well as reduced performance and diminished value of the vehicle as well as other damages to be quantified and determined.

22. At no point did Volkswagen or any of its agents, dealers or representatives disclose to Plaintiffs and members of the three Classes of the existence of the "defeat device" prior to purchase.

23. Volkswagen Group of America, Inc. is a corporation conducting business in all 50 states and is organized under the laws of New Jersey, maintaining its principal place of business in Herndon, Virginia. At all times relevant to this case, Volkswagen

marketed, manufactured, sold, distributed, leased, and warranted the affected vehicle under the Volkswagen and Audi brands throughout the United States. Volkswagen and/or its agents designed, engineered, manufactured, installed, and serviced the Clean Diesel engine systems in the Affected Vehicles, which included the “defeat device.”

24. Volkswagen AG is a foreign for-profit corporation with its principal place of business at 38436 Wolfsburg, Germany. Volkswagen AG is among the world’s largest manufacturers, owning and controlling Volkswagen and Audi brands among others. Volkswagen AG designs, manufactures, tests, markets, distributes, and sells the Affected Vehicles. Volkswagen AG delivers its products into the stream of commerce and does so with the expectation that its products will be purchased by consumers in the United States.

#### **TOLLING OF THE STATUTE OF LIMITATIONS**

25. As described herein, Plaintiffs and members of the Classes were prevented by Volkswagen from learning about Volkswagen’s deception over its Clean Diesel engine system and its use of the “defeat device” in the Affected Vehicles. Volkswagen’s deception was only brought to light through EPA and California Air Resources Board investigations. Volkswagen hid its tracks by manipulating complex software. Indeed the very function of the “defeat device” prevented members of both Classes from learning of the deception, not to mention regulators. Accordingly, Plaintiffs and members of the Classes were unable to learn, through the exercise of reasonable diligence, that Volkswagen was hiding the conduct complained of herein.

26. Indeed, neither Plaintiffs nor members of the Classes discovered or knew of Volkswagen's concealment of the true emissions profile for the "Clean Diesel" engine system, which contradicted Volkswagen's marketing and representations of the system as environmentally sound, efficient, and powerful.

27. Volkswagen is estopped from relying on any statutes of limitations in light of its continuous obligation to apprise Plaintiffs and members of the Classes of Volkswagen's conscious, affirmative concealment of the true emissions profile of its "Clean Diesel" engine system.

#### **CLASS ACTION ALLEGATIONS**

28. Plaintiffs bring this action and seek to certify and maintain it as a class action under Rules 23(a); (b)(1) and/or (b)(2); and (b)(3) of the Federal Rules of Civil Procedure on behalf of themselves and a Nationwide Class (the "Nationwide Class") defined as follows:

All persons or entities in the United States who are current or former owners and/or lessees of one or more Defective Vehicles in the United States, which include, but are not limited to, 2009-2015 VW Jetta, 2009-2015 VW Beetle, 2009-2015 VW Golf, 2014-2015 VW Passat, and 2009-2015 Audi A3.

29. Plaintiff Philip Fugate seeks to represent the following statewide class or subclass (the "New Jersey Class") defined as follows:

All persons in the State of New Jersey who are current or former owners and/or lessees of one or more Defective Vehicles in the United States, which include, but are not limited to, 2009-2015 VW Jetta, 2009-2015 VW Beetle, 2009-2015 VW Golf, 2014-2015 VW Passat, and 2009-2015 Audi A3.

30. Plaintiffs Paul and Mary Ann Beltz seek to represent the following statewide class or subclass (the "Pennsylvania Class") defined as follows:

All persons in the Commonwealth of Pennsylvania who are current or former owners and/or lessees of one or more Defective Vehicles in the United States, which include, but are not limited to, 2009-2015 VW Jetta, 2009-2015 VW Beetle, 2009-2015 VW Golf, 2014-2015 VW Passat, and 2009-2015 Audi A3.

31. Excluded from the Classes are:

- a. Defendants, including any entity or division in which Defendants have a controlling interest, along with their legal representatives, employees, officers, directors, assigns, heirs, successors, and wholly or partly owned subsidiaries or affiliates;
- b. the Judge to whom this case is assigned, the Judge's staff, and the Judge's immediate family;
- c. all governmental entities; and
- d. those persons who have suffered personal injuries as a result of the facts alleged herein.

32. Plaintiffs reserve the right to amend the definitions of classes if discovery and further investigation reveal that any Class should be expanded, divided into additional subclasses, or modified in any other way.

#### **NUMEROSITY AND ASCERTAINABILITY**

33. This action meets the numerosity requirement of Fed. R. Civ. P. 23(a)(1), given that there are hundreds of thousands of Affected Vehicles and owners, that are geographically dispersed, making individual joinder of class members' respective claims impracticable. While the precise number of members of the Classes is not yet known, the precise number can be ascertained from Volkswagen's books and

records and through discovery. Finally, members of the Classes can be notified of the pendency of this action by Court-approved notice methods.

### **TYPICALITY**

34. Pursuant to Federal Rules of Civil Procedure 23 (a)(3), Plaintiffs' claims are typical of the claims of members of the Classes, and arise from the same course of conduct by Volkswagen. Plaintiffs, like all members of the Classes, have been damaged by Volkswagen's misconduct in that they have incurred losses relating to the "defeat devices" and Volkswagen's related misrepresentations and concealments. Furthermore, the factual bases of Volkswagen's misconduct are common to all members of the Classes and represent a common thread of misconduct resulting in injury to all members of the Classes. The relief Plaintiffs seek is typical of the relief sought for absent members of the Classes.

### **ADEQUACY OF REPRESENTATION**

35. Plaintiffs will serve as fair and adequate class representatives as their interests, as well as the interests of their counsel, do not conflict with the interest of other members of the Classes they seek to represent. Further, Plaintiffs have retained counsel who are competent and experienced in class action litigation.

36. Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf of the Classes.

### **PREDOMINANCE OF COMMON ISSUES**

37. There are numerous questions of law and fact common to Plaintiffs and members of the Classes that predominate over any question affecting only individual

members of the Classes, the answers to which will advance resolution of the litigation as to all members of the Classes. These common legal and factual issues include the following:

- a. Whether Volkswagen engaged in the conduct alleged herein;
- b. Whether Affected Vehicles contained the illegal “defeat devices;”
- c. Whether Volkswagen designed, manufactured, advertised, marketed, distributed, leased, sold or otherwise placed Affected Vehicles into the United States stream of commerce;
- d. Whether the Clean Diesel engine system contains a defect that does not comply with U.S. regulatory requirements;
- e. Whether Clean Diesel engine systems can be made to comply with U.S. regulatory requirements without substantially reducing the performance and efficiency of the Affected Vehicles;
- f. The extent to which Volkswagen knew about the “defeat device” between 2009 to the present;
- g. Whether Volkswagen’s conduct violates consumer protection statutes, warranty laws, and other laws as set forth herein;
- h. Whether Plaintiffs and members of the Classes overpaid for their Affected Vehicles;
- i. Whether Affected Vehicles suffered a diminution of value as a result of Volkswagen’s deceptive business practices;

- j. Whether Volkswagen made unlawful and misleading representations or material omissions with respect to the Affected Vehicles;
- k. Whether Plaintiffs and other members of the Classes are entitled to equitable relief, including, but not limited to, restitution or injunctive relief; and
- l. Whether Plaintiffs and other members of the Classes are entitled to damages and other monetary relief, and if so, in what amount.

#### **SUPERIORITY**

38. The class action mechanism is superior to any other available means of the fair and efficient adjudication of this case. Further, no unusual difficulties are likely to be encountered in the management of this class action. The damages suffered by Plaintiffs and members of the Classes are relatively small when compared to the burden and expense required to individually litigate each claim against Volkswagen. Therefore, it is impracticable for Plaintiffs and members of the Classes to individually litigate their respective claims for Volkswagen's complained-of conduct. To do so would risk inconsistent or contradictory judgments and increase delays and expense to parties and the court. Conversely, the class action mechanism presents considerably less management challenges and provides the efficiency of a single adjudication and comprehensive oversight by a single court.

#### **DECLARATORY AND INJUNCTIVE RELIEF**

39. Since Volkswagen has acted or refused to act on grounds generally applicable to Plaintiffs and members of the Classes, final injunctive and declaratory relief is appropriate with respect to the Class as a whole.

### **CLAIMS FOR RELIEF**

#### **COUNT I FRAUD BY CONCEALMENT**

40. Plaintiffs and members of the Classes incorporate by reference all preceding allegations as though fully set forth herein.

41. Plaintiffs assert this claim on behalf of themselves and the Nationwide Class.

42. Volkswagen intentionally concealed and suppressed material facts concerning the quality and character of the Affected Vehicles. Volkswagen engaged in deception to evade federal and state vehicle emissions standards by installing the “defeat device” software which was designed by Volkswagen to conceal its vehicles’ emissions of the pollutants.

43. The software installed in the Affected Vehicles was fraudulently designed to be activated only during emissions testing. As Volkswagen intended, the Affected Vehicles passed emissions testing and received EPA certifications by way of deliberately false readings.

44. Plaintiffs and all Class members reasonably relied upon Volkswagen’s false representations when deciding whether to purchase or lease the Affected Vehicles. Plaintiffs and the other members of the Classes had no way of knowing that Volkswagen’s representations were false and misleading. At all times relevant hereto,

Volkswagen acted to shield the truth from Plaintiffs and the other members of the Classes.

45. Volkswagen also took steps to ensure that its employees did not reveal the details of its deception to regulators or consumers, including Plaintiffs and the other members of the Classes. Volkswagen took those steps to falsely assure purchasers and lessors of its new and used vehicles, including Plaintiffs and the other members of the Classes, that Volkswagen was a reputable manufacturer that complies with all state and federal laws.

46. Volkswagen's false representations were material to Plaintiffs and the other members of the Classes because the representations concerned the quality of the Affected Vehicles, compliance with federal and state laws and regulations pertaining to clean air emissions, and the monetary value of the Affected Vehicles.

47. Volkswagen had a duty to Plaintiffs and the members of the Classes to disclose the emissions deception it engaged in with respect to the Affected Vehicles. Having volunteered to provide information about the Affected Vehicles' emissions, performance and quality to Plaintiffs and the members of the Classes, Volkswagen had a duty to provide the whole truth including information about its "defeat device" software and the fact that the Affected Vehicles did not really meet federal and state standards for emissions.

48. Volkswagen intentionally and actively concealed and/or suppressed the material facts pertaining to the Affected Vehicles' emissions in order to expand and protect its profits and to avoid the perception that its vehicles did not meet state and

federal emissions standards. Volkswagen concealed these material facts at the expense of Plaintiffs and the members of the Classes.

49. Plaintiffs and the members of the Classes were unaware of the concealed material facts alleged above, and they would have acted differently if they had known those facts; they would not have purchased or leased the Affected Vehicles, would not have continued driving their heavily-polluting vehicles, or would have taken other justified affirmative steps in light of the information Volkswagen concealed from them.

50. As a direct result of Volkswagen's concealment of material facts, Plaintiffs and all members of the Classes have sustained damages including:

- a. Affected Vehicles owned or leased by Plaintiffs and other members of the Classes are diminished in value;
- b. Plaintiffs and all members of the Classes paid a premium price for the Affected Vehicles;
- c. Plaintiffs and all members of the Classes will lose the use of their Affected Vehicles for the period of time it takes Volkswagen to complete the recall repairs of the Affected Vehicles; and
- d. Plaintiffs and all members of the Pennsylvania Class will incur costs associated with decreased fuel efficiency and poorer performance due to the engine adjustment required to bring Affected Vehicles into compliance with EPA standards.

51. At all times relevant hereto, Volkswagen acted wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of the rights of

Plaintiffs and the members of the Classes. Such egregious conduct warrants an award of punitive damages to deter such conduct in the future.

**COUNT II  
UNJUST ENRICHMENT**

52. Plaintiffs and members of the Classes incorporate by reference all preceding allegations as though fully set forth herein.

53. Plaintiffs assert this claim on behalf of themselves and the Nationwide Class.

54. As a result of Volkswagen's unlawful and deceptive acts described herein, Volkswagen was enriched at the expense of Plaintiffs and members of the Classes.

55. Given the circumstances, it would contravene principles of equity to permit Volkswagen to retain the ill-gotten benefits it received from Plaintiffs and members of the Classes. Accordingly, it would be unjust and inequitable for Volkswagen to retain the benefit without restitution to Plaintiffs and members of the Classes for the monies paid to Volkswagen for the Affected Vehicles.

**COUNT III  
BREACH OF CONTRACT**

56. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

57. Plaintiffs assert this claim on behalf of themselves and the Nationwide Class.

58. Volkswagen's misrepresentations and omissions alleged herein, including Volkswagen's failure to disclose the existence of the "defeat device" and/or defective

design as alleged herein, caused Plaintiffs and members of the Classes to purchase or lease their Affected Vehicles.

59. Absent those misrepresentations and omissions, Plaintiffs and members of the Classes would not have purchased or leased those Affected Vehicles, would not have purchased or leased those Affected Vehicles at the prices they paid, and/or would have purchased or leased less expensive alternative vehicles that did not contain the “Clean Diesel” engine system and the “defeat device.” Accordingly, Plaintiffs and members of the Classes overpaid for their Affected Vehicles and did not receive the benefit of their bargain.

60. Each and every sale or lease of the Affected Vehicles constitutes a contract between Volkswagen and the purchaser or lessee. Volkswagen breached these contracts by selling or leasing Plaintiffs and members of the Classes defective Affected Vehicles and by misrepresenting or failing to disclose the existence of the “defeat device,” including information known to Volkswagen rendering each Affected Vehicle less safe and non-compliant with EPA rules, standards and regulations, and thus less valuable than vehicles not equipped with “Clean Diesel” engine systems and “defeat devices.”

61. As a direct and proximate result of Volkswagen’s breach of contract, Plaintiffs and members of the Classes have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT IV  
BREACH OF WARRANTY**

62. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

63. Plaintiffs assert this claim on behalf of themselves and the Nationwide Class.

64. Through Volkswagen's public statements, descriptions of the Affected Vehicles, and promises relating to the Affected Vehicles, Volkswagen expressly warranted, among other things, that the Affected Vehicles were in compliance with EPA standards and therefore fit for their intended use.

65. These warranties came in the form of publicly-made written and verbal assurances, dissemination of uniform promotional information and other written and verbal communications that were intended to create demand for the Affected Vehicles but contained material misrepresentations.

66. In particular, Volkswagen made numerous representations, descriptions, and promises to Plaintiffs and all other Class members regarding the performance and emission controls of their diesel vehicles. However, Volkswagen was well aware that they had installed defeat devices in the Affected Vehicles and therefore knew or should have known that their representations, descriptions, and promises were false.

67. Plaintiffs and the Class reasonably relied on Volkswagen's representations in purchasing Affected Vehicles. Those vehicles, however, did not perform as warranted. Unbeknownst to Plaintiffs, those vehicles included devices that caused their emission reduction systems to perform at levels worse than advertised.

Those devices are defects. Accordingly, Volkswagen breached its express warranty by providing a product containing defects that were never disclosed to the Plaintiffs and the Class.

68. As a direct result of Volkswagen's breach of warranty, Plaintiffs and all members of the Class have sustained damages including:

- a. Affected Vehicles owned or leased by Plaintiffs and other members of the Classes are diminished in value;
- b. Plaintiffs and all members of the Classes paid a premium price for the Affected Vehicles;
- c. Plaintiffs and all members of the Classes will lose the use of their Affected Vehicles for the period of time it takes Volkswagen to complete the recall repairs of the Affected Vehicles; and
- d. Plaintiffs and all members of the Pennsylvania Class will incur costs associated with decreased fuel efficiency and poorer performance due to the engine adjustment required to bring Affected Vehicles into compliance with EPA standards.

**COUNT V  
VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT**

69. Plaintiffs and members of the Classes incorporate by reference all preceding allegations as though fully set forth herein.

70. Plaintiff Fugate brings this claim on behalf of the New Jersey Class.

71. Plaintiff, all members of the New Jersey Class, and Volkswagen are “persons” within the meaning of N.J.S.A. § 56:8-1(d).

72. Volkswagen engaged in “sales” of “merchandise” within the meaning of N.J.S.A. § 56:8-1(c), (d).

73. The New Jersey Consumer Fraud Act (“New Jersey CFA”) makes unlawful:

[t]he act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression or omission of any material fact with the intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby . . .

N.J.S.A. § 56:8-2

74. In violation of the New Jersey CFA, Volkswagen intentionally and knowingly engaged in unconscionable and deceptive conduct with the intent that Plaintiff and all members of the New Jersey Class would rely upon Volkswagen’s acts, concealment, suppression and omissions.

75. Volkswagen engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of material facts with the intent that Plaintiff and the New Jersey Class would rely upon those unlawful trade practices in connection with the purchase or lease of an Affected Vehicle.

76. Volkswagen has known about the “defeat device” software installed in the Affected Vehicles since at least 2009 when it began to market and sell vehicles it had designed to fool federal and state emissions testing. Volkswagen failed to disclose, and

actively concealed, the dangers and risks posed to consumers and the public by the Affected Vehicles.

77. By failing to disclose, and actively concealing, the presence of the “defeat device” software in the Affected Vehicles, by marketing those Affected Vehicles as environmentally friendly and fuel efficient, and by presenting themselves as trustworthy companies that value environmental sustainability, Volkswagen engaged in unfair and deceptive trade practices in violation of the New Jersey CFA.

78. Volkswagen intentionally concealed information about the true emissions of the Affected Vehicles to ensure that Plaintiff and the New Jersey Class would purchase or lease the Affected Vehicles.

79. Volkswagen’s unfair and deceptive conduct or practices had a tendency or capacity to mislead, tended to create a false impression in consumers, were likely to, and did in fact, deceive reasonable consumers in New Jersey including Plaintiff and the New Jersey Class about the true nature and value of the Affected Vehicles.

80. To protect its profits and to avoid remediation costs and a public relations nightmare, Volkswagen concealed the health and environmental risks posed by the Affected Vehicles, and allowed unsuspecting new and used car purchasers, including Plaintiff and the New Jersey Class, to buy or lease the Affected Vehicles at an inflated price, and allowed them to continue driving those Affected Vehicles which were highly toxic to the environment and public health.

81. Volkswagen owed Plaintiff and the New Jersey Class a duty to disclose the true environmental and health effects and the true value of the Affected Vehicles.

82. Because Volkswagen fraudulently concealed the fact the Affected Vehicles do not meet the federal and state emissions standards, and the discovery of the fraud perpetrated by Volkswagen generated significant negative publicity, the value of the Affected Vehicles has been greatly diminished. In light of the stigma that now surrounds the Affected Vehicles as a direct result of Volkswagen's conduct and admissions, the Affected Vehicles are worth significantly less than Volkswagen promised.

83. Plaintiff and the New Jersey class have suffered ascertainable loss as a direct result of Volkswagen's conduct in violation of the New Jersey CFA.

84. Plaintiff and the New Jersey Class are entitled to recover legal and/or equitable relief, including an order enjoining Volkswagen's unlawful conduct, treble damages, costs and reasonable attorneys' fees pursuant to N.J.S.A. § 56:8-19, and all other just and appropriate relief.

**COUNT VI**  
**VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION LAW**

85. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

86. Plaintiff Paul and Mary Ann Beltz bring this claim on behalf of the Pennsylvania Class pursuant to Pennsylvania's Unfair Trade Practices and Consumer Protection Law ("UTPCPL"), 73 Pa. Cons. Stat. § 201-1 et seq.

87. Plaintiffs, all members of the Pennsylvania Class, and Volkswagen are "persons" within the meaning of 73 Pa. Cons. Stat. § 201-2(2).

88. Volkswagen engaged in “trade” and “commerce” within the meaning of 73 Pa. Cons. Stat. § 201-2(3).

89. Through the conduct described herein, Volkswagen engaged in “unfair or deceptive acts or practices” in violation of 73 Pa. Cons. Stat. § 201-2(4) with the intent that Plaintiffs and the Pennsylvania Class would rely upon those unlawful trade practices in connection with the purchase or lease of an Affected Vehicle.

90. In particular, by engaging in the conduct described herein, Volkswagen has:

- a. Violated 73 Pa. Cons. Stat. § 201-2(4)(ii) by causing a likelihood of confusion or misunderstanding as to the approval or certification of goods;
- b. Violated 73 Pa. Cons. Stat. § 201-2(4)(v) by representing goods as having approval, characteristics, or benefits that they do not have;
- c. Violated 73 Pa. Cons. Stat. § 201-2(4)(vii) by representing that goods are of a particular standard, quality or grade, or that goods are of a particular style or model, when they are of another;
- d. Violated 73 Pa. Cons. Stat. § 201-2(4)(ix) by advertising goods with intent not to sell them as advertised; and
- e. Violated 73 Pa. Cons. Stat. § 201-2(4)(xxi) by engaging in other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding.

91. Volkswagen’s unfair and deceptive conduct or practices had a tendency or capacity to mislead, tended to create a false impression in consumers, were likely to,

and did in fact, deceive reasonable consumers in Pennsylvania, including Plaintiff and the Pennsylvania Class, about the true nature and value of the Affected Vehicles.

92. As a result of the Volkswagen's conduct that violated the UTPCPL as described above, Plaintiffs have incurred damages that include:

- a. Affected Vehicles owned or leased by Plaintiffs and other members of the Pennsylvania Class are diminished in value;
- b. Plaintiffs and all members of the Pennsylvania Class paid a premium price for the Affected Vehicles;
- c. Plaintiffs and all members of the Pennsylvania Class will lose the use of their Affected Vehicles for the period of time it takes Volkswagen to complete the recall repairs of the Affected Vehicles; and
- d. Plaintiffs and all members of the Pennsylvania Class will incur costs associated with decreased fuel efficiency and poorer performance due to the engine adjustment required to bring Affected Vehicles into compliance with EPA standards.

#### **PRAYER FOR RELIEF**

Plaintiffs, on behalf of themselves and all others similarly situated, ask the Court to enter judgment against Defendants, as follows:

- a. Declaring that this action is properly maintainable as a class action under Rule 23 and appointing Plaintiffs to represent the Classes defined herein;
- b. Appointing Plaintiffs' law firm as class counsel in this action;

- c. Declaring that Volkswagen is financially responsible for providing notice to all Class Members about the defective nature of the Affected Vehicles;
- d. Awarding Plaintiffs and members of each Class appropriate equitable relief, including an order enjoining Volkswagen from further deceptive distribution, sales, and lease practices with respect to the Affected Vehicles, and directing Volkswagen to permanently, expeditiously, and completely repair the Affected Vehicles to eliminate the illegal “defeat device;”
- e. Awarding Plaintiffs and members of each Class compensatory, exemplary, punitive and statutory damages, including interest, in an amount to be proven at trial;
- f. Declaring that Volkswagen must disgorge, for the benefit of Plaintiff and members of each Class, all or part of the ill-gotten profits it received from the sale or lease of the Affected Vehicles, or make full restitution to Plaintiff and members of each Class;
- g. Awarding attorneys’ fees and costs, as allowed by law;
- h. Awarding prejudgment and post-judgment interest, as provided by law;
- i. Leave to amend this Complaint to conform to the evidence produced at trial; and
- j. Such other and further relief as the Court deems appropriate under the circumstances.

**JURY TRIAL DEMAND**

Plaintiff hereby demands a jury trial on all issues so triable.

Dated: October 2, 2015

STARK & STARK

A handwritten signature in black ink, appearing to read "John A. Corr", written over a horizontal line.

Stephen A. Corr, (Attorney No. 65266)  
John A. Corr (Attorney No. 52820)  
777 Township Line Road, Ste. 120  
Yardley, PA 19067  
Tel: (267) 907-9600  
Fax: (267) 907-9659  
scorr@stark-stark.com  
jcorr@stark-stark.com

*Attorneys for Plaintiffs*

**GAM**

**CIVIL COVER SHEET**

15.05440

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 is 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 case. See INSTRUCTIONS ON NEXT PAGE OF THIS FORM.

**I. (a) PLAINTIFFS**

PHILIP FUGATE, and PAUL and MARY ANN BELTZ, n/w, individually, and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Mercer County, N.J.  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, Email and Telephone Number)  
Stephen A. Corr, Stark & Stark, 777 Township Line Road, Suite 120, Yardley, PA 19067  
scorr@stark-stark.com (267) 907-9600

**DEFENDANTS**

15 5440

VOLKSWAGEN GROUP OF AMERICA, INC. and VOLKSWAGEN, 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
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 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)

- |   |                                       |                            |   |                            |                                       |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
|   | <b>PTF</b>                            | <b>DEF</b>                 |   | <b>PTF</b>                 | <b>DEF</b>                            |
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" 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	<b>PERSONAL INJURY</b> <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 <b>PERSONAL INJURY</b> <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 <b>PERSONAL PROPERTY</b> <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 <b>LABOR</b> <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 <b>IMMIGRATION</b> <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 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <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)) <b>FEDERAL TAX SUITS</b> <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)

Brief description of cause:  
Consumer fraud arising from the sale of vehicles that do not comply with EPA emission standards

**VII. REQUESTED IN COMPLAINT:**

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

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE  
10/02/2015

SIGNATURE OF ATTORNEY OF RECORD

/s/ Stephen A. Corr

*Stephen A. Corr*

OCT - 2 2015

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

**GAM**

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 204 South Stanworth Drive, Princeton, NJ 08540 15 5440  
Address of Defendant: 2200 Ferdinand Porsche Dr., Herndon, VA 20171

Place of Accident, Incident or Transaction: national  
*(Use Reverse Side For Additional Space)*

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?  
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))  
Yes  No

Does this case involve multidistrict litigation possibilities?  
Yes  No

RELATED CASE, IF ANY:  
Case Number: \_\_\_\_\_ Judge \_\_\_\_\_ Date Terminated: \_\_\_\_\_

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

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  
Yes  No
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?  
Yes  No
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?  
Yes  No
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  
Yes  No

CIVIL: (Place  in ONE CATEGORY ONLY)

A. Federal Question Cases:

1.  Indemnity Contract, Marine Contract, and All Other Contracts
2.  FELA
3.  Jones Act-Personal Injury
4.  Antitrust
5.  Patent
6.  Labor-Management Relations
7.  Civil Rights
8.  Habeas Corpus
9.  Securities Act(s) Cases
10.  Social Security Review Cases
11.  All other Federal Question Cases  
(Please specify) Consumer Fraud - Class Action

B. Diversity Jurisdiction Cases:

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

**ARBITRATION CERTIFICATION**

*(Check Appropriate Category)*

I, Stephen A. Corr, counsel of record do hereby certify:  
 Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;  
 Relief other than monetary damages is sought.

DATE: October 2, 2015 Stephen A. Corr 65266  
Attorney-at-Law *Stephen A. Corr* Attorney I.D.#  
NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38. **OCT - 2 2015**

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

DATE: October 2, 2015 Stephen A. Corr 65266  
Attorney-at-Law Attorney I.D.#



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

CASE MANAGEMENT TRACK DESIGNATION FORM

PHILIP FUGATE, and PAUL and MARY ANN BELTZ, h/w, individually, and on behalf of all others similarly situated v. VOLKSWAGEN GROUP OF AMERICA, INC. and VOLKSWAGEN AG

CIVIL ACTION

NO. 15 5440

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
(b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
(c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
(d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
(e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) (X)
(f) Standard Management – Cases that do not fall into any one of the other tracks. ( )

October 2, 2015 Stephen A. Corr Plaintiffs
Date Attorney-at-law Attorney for
(267) 907-9600 (267) 907-9659 scorr@stark-stark.com
Telephone FAX Number E-Mail Address

(Civ. 660) 10/02

OCT - 2 2015