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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

SAMANTHA E. MORGAN, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

VOLKSWAGEN GROUP OF AMERICA,
INC.,

Defendant.

Civil Action No.

**CLASS ACTION COMPLAINT AND
DEMAND FOR JURY TRIAL**

Plaintiff Samantha E. Morgan (“Ms. Morgan” or “Plaintiff”), by her undersigned counsel, on behalf of herself and all others similarly situated, complaining of defendant Volkswagen Group of America, Inc. (“VW” or “Defendant”), alleges upon information and belief, as follows:

PRELIMINARY STATEMENT

1. This is a consumer class action against VW for violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*, fraudulent omission, breach of express warranty, breach of implied warranty, unjust enrichment, and violations of the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.* (the “NC UDTPA”), arising out of VW’s use of “defeat devices” in certain diesel engine vehicles it manufactured, distributed, or sold to conceal the vehicle’s true emissions levels. The vehicles allegedly containing defeat devices (the “Affected Vehicles”) are Volkswagen diesel engine vehicles, which include:

- 2009 through 2015 Jettas,
- 2012 through 2015 Beetles,
- 2010 through 2015 Golfs,
- 2012 through 2015 Passats, and
- 2010 through 2015 Audi diesel engine A3s.

2. On September 18, 2015,¹ it was disclosed to the public by the U.S. Environmental Protection Agency (“EPA” or the “Agency”) that VW and its subsidiaries or affiliates “manufactured and installed defeat devices” in the Affected Vehicles to skirt emissions testing. A “defeat device” is not a physical object, rather it is additional lines of code added to the software responsible for running the engine control computer. The defeat device in the Affected Vehicles would sense the vehicle was being tested for EPA certification based upon the position of the steering wheel, vehicle speed, the duration of engine operation, and barometric pressure. When the defeat device determined the vehicle’s emissions were being tested it would cause the vehicle to produce compliant emission results. When the defeat device did not sense that the

¹ A copy of the EPA’s letter to VW can be found at <http://www3.epa.gov/otaq/cert/documents/vw-nov-cao-09-18-15.pdf>.

vehicle's emissions were being tested, the vehicle performed on an alternate software designed for performance in real world driving conditions. The deliberate switch in software when not under testing conditions caused the vehicle's emissions to rise to 10 to 40 times above EPA compliant levels, in contrast to meeting such standards when the software used for emissions tests was being used.

3. Shortly after the EPA's revelation about the Affected Vehicles, VW subsequently admitted that it installed the defeat device software in approximately 11 million Affected Vehicles worldwide. On or around September 21, 2015, VW's chief executive, Michael Horn, stated in regard to the growing scandal, "[o]ur company was dishonest, with the EPA and the California Air Resources board, and with all of you and in my German words, we have totally screwed up...."²

4. During the relevant time period, VW knew the Affected Vehicles contained the defeat device. Instead of disclosing this fact, VW engaged in a marketing campaign touting the Affected Vehicles's desirable performance, fuel economy, and low emissions, and branding VW's "TDI" family of cars as "clean diesel" vehicles. After the truth about the Affected Vehicles was revealed to the public VW removed these advertisements from the internet.

5. The end result of VW's misconduct is that the Affected Vehicles are unfit for their ordinary and intended use and cannot be operated in compliance with EPA emission standards. Plaintiff and the Class did not receive the benefit of their bargain as purchasers or lessees; they received vehicles that were of a lesser standard, grade, and quality than represented, and did not receive vehicles that met ordinary and reasonable consumer expectations. As

² See <http://www.cnbc.com/2015/09/21/volkswagen-us-ceo-screwed-up-on-eca-emissions-diesel-test-rigging.html>.

estimated in a recent article appearing on fortune.com, the Affected Vehicles will incur a decline in resale value as high as \$5,000 per vehicle.³

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d) because the aggregate amount in controversy exceeds \$5,000,000.00 and there is diversity between a plaintiff and a defendant.

7. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(1) because VW is deemed a resident of this judicial district under 28 U.S.C. § 1391(c).

THE PARTIES

8. Plaintiff Samantha E. Morgan resides in the State of Tennessee. Ms. Morgan owns a 2010 Jetta TDI, which she purchased in 2011 from Auction Direct USA in Raleigh, North Carolina. Ms. Morgan's vehicle was manufactured, sold, distributed, advertised, marketed, and warranted by VW.

9. Ms. Morgan purchased her Volkswagen primarily for her personal, family, and household use.

10. Ms. Morgan was primarily motivated to purchase her Volkswagen because of VW's representation that the vehicle would provide good mileage and performance, and had low emissions.

11. VW is comprised of the following automobile brands: Volkswagen Passenger Cars, Audi, SEAT, ŠKODA, Bentley, Bugatti, Lamborghini, Porsche, Ducati, Volkswagen Commercial Vehicles, Scania and MAN.

12. VW is a New Jersey corporation with its headquarters in Herndon, Virginia. At all times relevant herein, VW was engaged in the business of designing, manufacturing,

³ See <http://fortune.com/2015/09/28/volkswagen-emissions-scandal-consumer-costs/>.

constructing, assembling, marketing, warranting, distributing, selling, leasing, and servicing automobiles, including the Affected Vehicles, and other motor vehicles and motor vehicle components throughout the United States.

FACTUAL ALLEGATIONS

13. As part of VW's campaign to overtake Toyota as the world's largest manufacturer, VW focused its growth strategy on presenting "clean" diesel as an alternative to hybrid-electric vehicles such as the Toyota Prius. VW represented that its diesel-powered vehicles had low emissions and excellent fuel efficiency, but did not sacrifice performance.⁴ However, those representations have been proven false.

14. As recently revealed by the EPA, VW and its subsidiaries or affiliates "manufactured and installed defeat devices in certain model year 2009 through 2015 diesel light-duty vehicles equipped with 2.0 liter engines." The defeat devices ensure that only during emissions testing are the Affected Vehicles' complete emissions control systems fully functional. At all other times, the controls are not fully functional, resulting in Affected Vehicles operating on the road by emitting as much as 40 times the amount of pollution allowed by law.

15. VW is recalling approximately 480,000 vehicles in the United States in order to disable the defeat devices, and in order to make sure that Affected Vehicles have properly functioning emissions control systems. However, once the defeat devices are disabled, and the Affected Vehicles are operating within the proper emissions standards, the Affected Vehicles will not perform as well, and they will have less desirable fuel efficiency, again falling short of the representations VW made to consumers.

⁴ See <http://mobile.nytimes.com/2015/09/27/business/as-vw-pushed-to-be-no-1-ambitions-fueled-a-scandal.html?referer=& r=0>.

TOLLING OF THE STATUTE OF LIMITATIONS

16. Plaintiff and the other Class Members (defined below) were not reasonably able to discover the defeat devices until after purchasing or leasing the Affected Vehicles, despite their exercise of due diligence.

17. Despite their due diligence, Plaintiff and the other Class Members could not reasonably have been expected to learn or discover that they were deceived and that material information concerning the Affected Vehicles and the installation of the defeat device was concealed from them. Therefore, the discovery rule is applicable to the claims asserted by Plaintiff and the other Class Members.

18. Any applicable statute of limitation has also been tolled by Defendant's knowledge, active concealment, and denial of the facts alleged herein. Defendant is further estopped from relying on any statute of limitation because of its concealment of the illegal defeat device installed in the Affected Vehicles.

CLASS ACTION ALLEGATIONS

19. Plaintiff brings this lawsuit as a class action on behalf of herself and all other Class Members similarly situated as members of the proposed Class pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3) and/or (b)(2). This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

20. The proposed nationwide class Plaintiff seeks to represent (the "Class") is defined as follows:

All persons in the United States who purchased or leased an Affected Vehicle with the defeat device. Excluded from the Class are VW officers, directors, and employees (the "Nationwide Class").

21. Plaintiff also brings this action on behalf of a statewide class of all persons who purchased or leased an Affected Vehicle in the State of North Carolina:

All persons who purchased or leased an Affected Vehicle with the defeat device in the State of North Carolina. Excluded from the Class are VW officers, directors, and employees (the “North Carolina Subclass”).

22. Excluded from the Class are: (1) VW, any entity or division in which VW has a controlling interest, and its legal representatives, officers, directors, assignees, and successors; (2) the Judge to whom this case is assigned and the Judge’s staff; (3) governmental entities; and (4) those persons who have suffered personal injuries as a result of the facts alleged herein.

Plaintiff reserves the right to amend the Class definitions if discovery and further investigation reveal that the Class should be expanded, otherwise divided into subclasses, or modified in any other way.

Numerosity & Ascertainability

23. Although the exact number of Class Members is uncertain and can only be ascertained through appropriate discovery, the number is great enough such that joinder is impracticable. The disposition of the claims of these Class Members in a single action will provide substantial benefits to all parties and to the Court. Class Members are readily identifiable from information and records in VW’s possession, custody, or control, as well as from records kept by the Department of Motor Vehicles.

Typicality

24. The claims of the representative Plaintiff are typical of the claims of the Class in that the representative Plaintiff, like all Class Members, purchased or leased an Affected Vehicle designed, manufactured, and distributed by VW. The representative Plaintiff, like all Class Members, has been damaged by VW’s misconduct in that she has incurred or will incur the

damages associated with the defeat device. Furthermore, the factual bases of VW's misconduct are common to all Class Members and represent a common thread of misconduct resulting in injury to all Class Members.

Adequate Representation

25. Plaintiff will fairly and adequately represent and protect the interests of the Class. Plaintiff has retained counsel with substantial experience in prosecuting consumer class actions.

26. Plaintiff and her counsel are committed to vigorously prosecuting this action on behalf of the Class, and have the financial resources to do so. Neither Plaintiff nor his counsel have interests adverse to those of the Class.

Predominance of Common Issues

27. There are numerous questions of law and fact common to Plaintiff and Class Members that predominate over any question affecting only individual Class Members, the answer to which will advance resolution of the litigation as to all Class Members. These common legal and factual issues include:

- a. whether the Affected Vehicles suffer from the defeat device;
- b. whether the defeat device constitutes an unreasonable safety risk;
- c. whether VW knew or should have known about the defeat device and its adverse effects, and, if yes, how long VW has known of the defeat device and its adverse effects;
- d. whether the existence of the defeat device and its intended purpose constitutes a material fact reasonable consumers would have considered in deciding whether to purchase an Affected Vehicle;

- e. whether VW had a duty to disclose the defeat device and its intended purpose and consequences to Plaintiff and Class Members;
- f. whether VW omitted and failed to disclose material facts about the Affected Vehicles;
- g. whether VW's concealment of the defeat device software in the Affected Vehicles induced Plaintiffs and Class Members to act to their detriment by purchasing Affected Vehicles;
- h. whether Volkswagen violated state consumer protection statutes, including, *the* NC UDTPA, and if so, what remedies are available by law;
- i. whether the Affected Vehicles were fit for their ordinary and intended use, in violation of the implied warranty of merchantability;
- j. whether Plaintiffs and Class Members are entitled to a declaratory judgment stating that the defeat device in the Affected Vehicles is not merchantable;
- k. whether Plaintiffs and Class Members are entitled to equitable relief, including, but not limited to, a preliminary and/or permanent injunction;
- l. whether VW should be declared responsible for notifying all Class Members of the defeat device and ensuring that all VW vehicles with the defeat device are recalled and repaired;
- m. what aggregate amounts of statutory penalties are sufficient to punish and deter Defendant and to vindicate statutory and public policy, and how such penalties should most equitably be distributed among Class members;

- n. whether VW was unjustly enriched by a benefit conferred on it by Plaintiffs and other Class Members such that it would be inequitable, unconscionable and unjust for VW to retain that benefit; and
- o. whether the Affected Vehicles can be made to comply with the EPA standards, and if so whether such modifications can be made to the Affected Vehicles without substantially degrading the Affected Vehicles' efficiency and/or performance.

Superiority

28. Plaintiff and Class Members have all suffered and will continue to suffer harm and damages as a result of VW's unlawful and wrongful conduct. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

29. Absent a class action, most Class Members would likely find the cost of litigating their claims prohibitively high and would therefore have no effective remedy at law. Because of the relatively small size of the individual Class Members' claims, it is likely that only a few Class Members could afford to seek legal redress for VW's misconduct. Absent a class action, Class Members will continue to incur damages, and VW's misconduct will continue without remedy.

30. Class treatment of common questions of law and fact would also be a superior method to multiple individual actions or piecemeal litigation in that class treatment will conserve the resources of the courts and the litigants, and will promote consistency and efficiency of adjudication.

COUNT I

**(Violation of Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq.,
on behalf of the Nationwide Class)**

31. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

32. Plaintiff brings this cause of action on behalf of herself and on behalf of the members of the Nationwide Class.

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

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

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

36. Defendant’s express warranty is a “written warranty” within the meaning of 15 U.S.C. § 2301(6).

37. Defendant breached the express warranty by:

- a. Extending Limited Warranty with the purchase or lease of the Affected Vehicles, thereby warranting to repair or replace any part defective in material or workmanship at no cost to the owner or lessee; and
- b. Selling and leasing Affected Vehicles with illegally installed defeat device software, requiring repair or replacement within the warranty period.

38. Defendant’s breach of the express warranty deprived the Plaintiff and the other Class Members of the benefits of their bargains.

39. The amount in controversy of Plaintiff’s 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.

40. Defendant has been afforded a reasonable opportunity to cure its breach of written warranty and/or Plaintiff and the other Class Members were not required to do so, because affording Defendant a reasonable opportunity to cure its breach of written warranty would have been futile. Defendant was also on notice of the illegally installed defeat device software from the complaints and service requests it received from various governmental entities and Class Members.

41. As a direct and proximate cause of Defendant's breach of written warranty, Plaintiff and the other Class Members sustained damages and other losses in an amount to be determined at trial. Defendant's conduct damaged Plaintiff and the other Class Members, who are entitled to recover actual damages, consequential damages, specific performance, diminution in value, and costs, including statutory attorney fees and/or other relief as appropriate.

COUNT II

(Fraudulent Omission on behalf of the Nationwide Class)

42. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

43. Plaintiff brings this cause of action on behalf of herself and on behalf of the members of the Nationwide Class.

44. Defendant knew that the Affected Vehicles contained illegal defeat device software and thus were not suitable for their intended use.

45. Defendant concealed from and failed to disclose to Plaintiff and the Class the defective nature of the Affected Vehicles due to the defeat device software.

46. Defendant was under a duty to Plaintiff and the Class to disclose the defective nature of the Affected Vehicles due to the defeat device software because:

- a. Defendant was in a superior position to know the true state of facts about the defeat device software installed in the Affected Vehicles; and
- b. Defendant actively concealed the defective nature of the Affected Vehicles from Plaintiff and the Class.

47. The facts concealed or not disclosed by Defendant to Plaintiff and the other Class Members are material in that a reasonable person would have considered them to be important in deciding whether to purchase Defendant's Affected Vehicles or pay a lesser price for these vehicles. Had Plaintiff and the Class Members known the defective nature of the Affected Vehicles due to the illegal defeat device software, they would not have purchased the Affected Vehicles or would have paid less for them.

48. Defendant concealed or failed to disclose the defeat device software and its true nature contained in the Affected Vehicles in order to induce Plaintiff and the Class Members to act thereon. Plaintiff and the other Class Members justifiably relied on the omission to their detriment. This detriment is evident from Plaintiff's and the Class Members' purchase or lease of Defendant's Affected Vehicles.

49. As a direct and proximate result of Defendant's misconduct, Plaintiff and the Class have suffered and will continue to suffer actual damages.

COUNT III

(Breach of Express Warranty on behalf of the Nationwide Class)

50. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

51. Plaintiff brings this cause of action on behalf of herself and on behalf of the members of the Nationwide Class. Defendant provided all purchasers and lessees of the Class Vehicles with the express warranty described herein, which became part of the basis of the bargain.

52. The defeat device software was manufactured and/or installed and/or distributed by Defendant in the Affected Vehicles and is covered by the express warranty.

53. Defendant breached the express warranty by:

- a. Extending a Limited Warranty with the purchase or lease of the Class Vehicles, thereby warranting to repair or replace any defect in material or workmanship at no cost to the owner or lessee; and
- b. Selling and leasing Class Vehicles with the illegal defeat device software installed, requiring repair or replacement within the warranty period.

54. As a direct and proximate cause of Defendant's breach, Plaintiff and the other Class Members have suffered damages and continue to suffer damages, including economic damages at the point of sale or lease, *i.e.*, the difference between the value of the vehicle as promised and the value of the vehicle as delivered. Additionally, Plaintiff and the other Class Members either have incurred or will incur economic damages related to the illegally installed defeat device software described herein.

COUNT IV

(Breach of Implied Warranty on behalf of the Nationwide Class)

55. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

56. Plaintiff brings this cause of action on behalf of herself and on behalf of the Nationwide Class.

57. Defendant was at all relevant times the manufacturer, distributor, warrantor, and/or seller of the Affected Vehicles. Defendant knew or had reason to know of the specific use for which the Affected Vehicles were purchased.

58. Defendant provided Plaintiff and the other Class Members with an implied warranty that the Affected Vehicles and any parts thereof were merchantable and fit for the ordinary purposes for which they were sold. However, the Affected Vehicles were and are not fit for their ordinary purpose of providing reasonably reliable and safe transportation because, *inter alia*, the Affected Vehicles contained an illegal defeat device software that adversely impacted emissions.

59. Defendants impliedly warranted that the Affected Vehicles were of merchantable quality and fit for such use. This implied warranty included, among other things: (i) a warranty that the Affected Vehicles manufactured, supplied, distributed, and/or sold by Defendants were safe and reliable for providing transportation; and (ii) a warranty that the Affected Vehicles would be fit for their intended use while the Affected Vehicles were being operated.

60. Contrary to the applicable implied warranties, the Affected Vehicles at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Plaintiff and the other Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles are defective, including but not limited to the installation of an illegal defeat device software that adversely impacted emissions.

61. As a direct and proximate result of VW's false and misleading representations and warranties, Plaintiff and other Class members suffered significant injury when Volkswagen sold

them vehicles that, it is now clear, are worth far less than the price Plaintiff and other Class members paid for them.

COUNT V

(Unjust Enrichment on behalf of the Nationwide Class)

62. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

63. Plaintiff brings this cause of action on behalf of herself and on behalf of the Nationwide Class.

64. VW has received and retained a benefit from Plaintiff and the Class, resulting in inequity.

65. VW has benefitted from selling and leasing vehicles whose value was artificially inflated by VW's concealment of the Affected Vehicles' performance and emissions problems for far more than they were worth, at a profit. Plaintiff and members of the Class have overpaid for the Affected Vehicles.

66. VW has further benefitted by avoiding the costs of a recall and other lawsuits, and has benefitted from its statements about the success of VW diesel vehicles. Thus, all Class Members have conferred a benefit on VW, which is inequitable for VW to retain.

67. Plaintiff was not aware of the true facts of the Affected Vehicles and did not benefit from VW's conduct.

68. VW knowingly accepted the benefits of its unjust conduct.

69. As a result of VW's conduct, the amount of its unjust enrichment should be disgorged, in an amount to be determined at trial.

COUNT VI

**(Violation of the NC UDTPA
on behalf of the North Carolina Subclass)**

70. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

71. Plaintiff provides this notice on behalf of herself and on behalf of the North Carolina Subclass.

72. N.C. Gen. Stat. § 75-1.1(a) prohibits, “unfair methods of competition” and “unfair or deceptive acts or practices” in or affecting commerce.

73. VW has violated the NC UDTPA by, *inter alia*, failing to disclose and concealing the defeat device software in the Affected Vehicles and its intended purpose from Plaintiff and prospective Class Members. VW represented that the Affected Vehicles had characteristics and benefits that they do not have, and represented that their Class Vehicles were of a particular standard, quality, or grade when they were of another.

74. Defendant’s unfair and deceptive acts or practices occurred repeatedly in Defendant’s trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

75. Defendant knew that the Affected Vehicles contained the defeat device software and the adverse consequences that software would have on the Affected Vehicles and environment, and thus the Affected Vehicles were not suitable for their intended use.

76. Defendant was under a duty to Plaintiff and the Class Members to disclose the defeat device software contained in the Class Vehicles and its intended adverse consequences because:

- a. Defendant was in a superior position to know the true state of facts about the defeat device contained in the Affected Vehicles;
- b. Plaintiff and the Class Members could not reasonably have been expected to learn or discover that their Affected Vehicles contained a defeat device software or its intended illegal purpose; and
- c. Defendant knew that Plaintiff and the Class Members could not reasonably have been expected to learn about or discover the defeat device software.

77. By failing to disclose the Defeat Device software, Defendant has knowingly and intentionally concealed material facts and breached its duty not to do so.

78. The facts concealed or not disclosed by Defendant to Plaintiff and the other Class Members are material because a reasonable consumer would have considered them to be important in deciding whether or not to purchase the Class Vehicles, or to pay less for them. Had Plaintiff and other Class Members known that the Class Vehicles contained the defeat device software, they would not have purchased the Affected Vehicles or would have paid less for them.

79. Plaintiff and the other Class Members are reasonable consumers who do not expect that their vehicles would contain illegal software such as the defeat device that would adversely impact emissions. That is the reasonable and objective consumer expectation for vehicles.

80. Plaintiff and the other Members of the Class have been damaged by Defendant's violations of the NC UDTPA for which they seek recovery of the actual damages they suffered because of Defendant's willful and wrongful violations of the NC UDTPA, in an amount to be determined at trial.

81. Plaintiff and the other Members of the Class also seek to enjoin Defendant's practices that violate the NC UDTPA.

82. Plaintiff and the other Members of the Class seek treble damages, an award of reasonable attorneys' fees, and such equitable relief as the Court deems necessary and proper pursuant to N.C. Gen. Stat. §§ 75-1.16 and 75-1.16.1

WHEREFORE Plaintiffs pray for judgment as follows:

A. For an order certifying the proposed class and subclass, and appointing Plaintiff and his counsel to represent the class and subclass;

B. For an order awarding Plaintiff and the members of the class and subclass, statutory, punitive or any other form of damages provided by and pursuant to the statutes cited above;

C. For an order awarding Plaintiff and the members of the class and subclass restitution, disgorgement or other equitable relief provided by and pursuant to the statutes cited above or as the Court deems proper;

D. For an order requiring VW to adequately disclose and remedy the defeat device in the Affected Vehicles and an order enjoining VW from incorporating a defeat device in its vehicles in the future;

E. For an order awarding Plaintiff and the members of the class and subclass pre-judgment and post-judgment interest;

F. For an order awarding Plaintiff and the members of the class and subclass reasonable attorneys' fees and costs of suit, including expert witness fees; and

G. For an order awarding such other and further relief as this Court may deem

just and proper.

CARELLA, BYRNE, CECCHI,
OLSTEIN, BRODY & AGNELLO P.C.
Attorneys for Plaintiff

By: /s/ James E. Cecchi
 JAMES E. CECCHI

Dated: October 15, 2015

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JURY DEMAND

Plaintiff demands a trial by jury.

CARELLA, BYRNE, CECCHI,
OLSTEIN, BRODY & AGNELLO P.C.
Attorneys for Plaintiff

By: /s/ James E. Cecchi
 JAMES E. CECCHI

Dated: October 15, 2015

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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

SAMANTHA E. MORGAN, on behalf of herself and all others similarly situated,

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, P.C. 5 Becker Farm Road, Roseland, NJ 07068 (973) 994-1700

DEFENDANTS

VOLKSWAGEN GROUP OF AMERICA, INC.

County of Residence of First Listed Defendant Fairfax, 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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, etc.

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, 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): Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d).

Brief description of cause:

Consumer class action against VW arising from its marketing and sales of vehicles with excessive emissions.

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 Jose L. Linares

DOCKET NUMBER 15-6985

DATE SIGNATURE OF ATTORNEY OF RECORD

10/15/2015 /s/ James E. Cecchi

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE