FILED

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA ALEXANDRIA DIVISION

2015 OCT -9 P 12: 15

CHERIE SHOQUIST and KHAMSIN PAGE, individually and on behalf of all others similarly situated,

CLERK US DISTRICT COURT ALEXANDRIA, VIRGINIA

Plaintiffs,

v.

Civil Action No. 1:15cV 1318-LO MSN

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

Defendants.

JURY TRIAL DEMANDED

ORIGINAL CLASS ACTION COMPLAINT

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Plaintiffs Cherie Shoquist and Khamsin Page ("Plaintiffs") bring this action individually and on behalf of all similarly situated persons ("Class Members"), allege the following against Volkswagen AG and Volkswagen Group of America (collectively, "Volkswagen") and Audi AG and Audi of America (collectively, "Audi"), based on their personal knowledge where applicable, information and belief, and the investigation of counsel.

I. NEED FOR ACTION

1. Volkswagen and Audi are leading promoters of the so called "diesel revolution" in consumer vehicles. Volkswagen and Audi engaged in a massive and widespread marketing campaign touting the fuel efficiency and environmental benefits of their TDI "clean diesel" engine. Volkswagen and Audi incorporated the TDI "clean diesel" engine in numerous vehicles for the model years 2009–2015. Consumers saw the TDI "clean diesel" as an opportunity to

address their "concerns about fuel consumption and greenhouse gas emissions without compromis[ing]" power and performance.

- 2. Volkswagen and Audi spent millions of dollars convincing consumers that their TDI "clean diesel" engines not only met emission standards, but were substantially lower and better for the environment than other vehicles.
- 3. Volkswagen and Audi's claims about emissions and benefits to the environment were built on an outright lie.
- 4. Volkswagen and Audi installed software in nearly half a million vehicles that enabled the vehicles to cheat and circumvent federal and state emissions tests. The software, or "defeat device" as it has been referred to, let the TDI "clean diesel" engines detect when they were being tested for emissions by state and federal authorities. When this defeat device sensed that authorities were testing the vehicle for emissions of regulated pollution-causing substances, it curtailed the vehicles' emissions, resulting in test results showing far less emissions than they would under normal driving circumstances.
- 5. Volkswagen's and Audi's implementation of the defeat devices made it appear that the cars were fuel efficient when in reality they did not comply with emissions standards. When the cars operate under regular driving conditions, the defeat device does not engage and the vehicles emit 10 to 40 times the allowable legal levels of certain pollutants.
- 6. Volkswagen's and Audi's unlawful, unfair, and fraudulent business practices; false advertising; and knowing misrepresentations injured hundreds of thousands of American consumers. These consumers purchased and paid a premium for these vehicles based on Volkswagen's and Audi's false representations that the vehicles not only met the relevant

¹ http://www.hybridcars.com/vw-group-us-sells-over-100000-tdi-clean-diesels-in-2013

emissions criteria, but that such emissions were much lower than the vast majority of the vehicles on the road.

7. Plaintiffs and the Class Members overpaid for the vehicles and did not receive the benefit of their bargain, and their vehicles have suffered a diminution in value.

II. JURISDICTION AND VENUE

- 8. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because at least one class member is of diverse citizenship from one Defendant; there are more than 100 class members; and the aggregate amount in controversy exceeds \$5,000,000; and minimal diversity exists.
- 9. This Court has personal jurisdiction over Volkswagen and Audi because they conduct business in Virginia and have sufficient minimum contacts with Virginia based on sales of thousands of vehicles in the state. Volkswagen's principal place of business is Herndon, Virginia.
- 10. Venue is proper in this District under 28 U.S.C. § 1391(a) because a substantial part of the events or omissions giving rise to the claims occurred and/or emanated from this District, and Defendants have caused harm to class members residing in this District.

III. PARTIES

11. Plaintiff Cherie Shoquist is a resident and citizen of Wayzata, Minnesota. She purchased a 2012 Jetta TDI from a Volkswagen dealership in Minnesota in December 2011. Leading up to the purchase of the Jetta TDI, she reviewed Volkswagen's website and other representations about the TDI "clean diesel" engine's environmental and performance benefits. Ms. Shoquist noted the mileage claims that Volkswagen posted on the car and her decision to purchase the vehicle was based heavily on the fact that Volkswagen represented that the car was

a "clean diesel" with good mileage and future trade-in value. She recalls that low emissions, benefits to the environment, fuel efficiency, and performance were consistent themes across the materials that she reviewed. Those representations about low emissions, benefits to the environment, fuel efficiency, and performance influenced her decision to purchase Jetta TDI. Had Volkswagen disclosed that her Jetta TDI contained a defeat device to circumvent emissions tests, she would not have purchased the vehicle. Ms. Shoquist was informed that the trade-in value of diesel cars were higher than non-diesel cars. This representation likewise influenced her decision to purchase the Jetta TDI. Ms. Shoquist now has a vehicle that has substantially less – if any – trade-in value. She believes that a recall and any changes or modifications to the car will result in decreased performance, decreased fuel mileage, and a diminution in the resale value of the vehicle.

12. Plaintiff Khamsin Page is a resident and citizen of Minneapolis, Minnesota. She purchased a 2009 Volkswagen Jetta Sportswagon TDI in March 2008. Leading up to the purchase, Ms. Page researched the benefits and attributes of the "clean diesel" engine. Her research included viewing Volkswagen advertisements and visits to its website, among other things. She recalls that low emissions, benefits to the environment, and fuel efficiency were consistent themes across the materials that she reviewed. Those representations about low emissions, benefits to the environment, and fuel efficiency influenced her decision to purchase her Jetta Sportswagon TDI. Had the materials she reviewed disclosed that her car contained a defeat device that circumvented emissions tests or noted that her car would emit pollutants at 10 to 40 times the allowable level under normal driving conditions, she would not have purchased her Jetta Sportswagon TDI, or would have paid less than she did. Moreover, Ms. Page was informed that the trade-in value of diesel cars were higher than non-diesel cars. This

representation likewise influenced her decision to purchase the Jetta Sportswagon TDI. Ms. Page now has a vehicle that has substantially less – if any – trade-in value. Ms. Page believes that a recall and any changes or modifications to the Jetta Sportswagon TDI will also result in decreased performance and decreased fuel mileage.

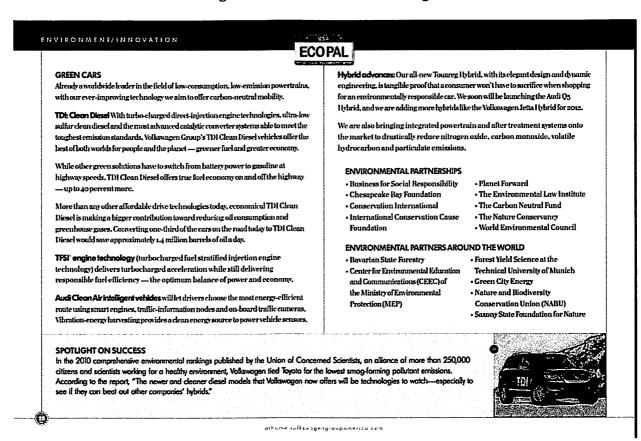
- 13. Volkswagen Group of America, Inc. is a corporation doing business in every U.S. state and the District of Columbia, and is organized under the laws of New Jersey, with its principal place of business at 2200 Ferdinand Porsche Dr., Herndon, Virginia 20171. Volkswagen Group of America is therefore a citizen of New Jersey and Virginia.
- 14. Volkswagen AG is a corporation organized and existing under the laws of Germany, with its principal place of business located in Wolfsburg, Germany. Volkswagen AG is the parent corporation of Volkswagen Group of America, Inc.
- 15. Audi of America is a corporation organized under the laws of the State of New Jersey with a principal place of business at 2200 Ferdinand Porsche Drive, Herndon, Virginia 20171. Audi of America is therefore a citizen of New Jersey and Virginia.
- 16. Audi AG is a German is a corporation organized and existing under the laws of Germany with its principal place of business Ingolstadt, Germany.

IV. FACTUAL BACKGROUND

- 17. Before Volkswagen and Audi began selling vehicles with diesel engines in the 2000s, diesel powered consumer vehicles accounted for a small fraction of U.S. car sales despite the fuel efficiency advantages that diesel engines have over gasoline cars.
- 18. The low market share of diesel cars was due in large part to concerns about emissions. It was difficult for manufacturers to design an engine that achieved the fuel efficiency benefits of diesel yet complied with emissions requirements.

- A. Volkswagen's and Audi's Marketing Campaigns Promised that the TDI "clean diesel" engines met and exceeded emissions standards.
- 19. Volkswagen marketed its diesel engines under the moniker "TDI," which stands for Turbocharged Direct Injection. There have been three main generations of TDI engines sold in the United States. Volkswagen introduced the latest generation of TDI engines in 2008 and marketed them as "Clean Diesel." These engines were first available in the 2009 models of the Jetta sedan and sportswagen. Compared to previous generations of the TDI engines, the "clean diesel" engines introduced in 2008 saw a large increase in power and torque.
- 20. Volkswagen and Audi sold hundreds of thousands of vehicles throughout the United States and worldwide for the model years 2009 through 2015 that incorporated the TDI "clean diesel" engines. Central to the attractiveness of these vehicles is that they obtain the fuel efficiency benefits of diesel without the emissions issues that plagued previous diesel engines.
- 21. To promote the TDI "clean diesel" engines, Volkswagen and Audi engaged in a massive and long-term advertising campaign. The advertisements focused heavily on the low emissions of the TDI "clean diesel" engine and the corresponding benefits to the environment.
- 22. The importance that Volkswagen and Audi placed on the low emissions and environmental benefits of its TDI "clean diesel" engines is illustrated by the 2010 "Green Police" commercial that Audi debuted during the 2010 Super Bowl.
- 23. In this one-minute ad, Audi paid millions to promote the environmental benefits of the TDI "clean diesel" engine. In the advertisement, the Green Police arrest ordinary citizens for using plastic instead of paper, throwing away batteries, not composting orange rinds, using incandescent light bulbs, and setting their hot tub thermostats too high. All this happens while Robin Zander sings redone lyrics to Cheap Trick's classic "The Dream Police."

- 24. The Green Police, however, give a thumbs up to Audi's diesel A3 TDI, which claims to get 42 miles per gallon on the highway and reduce greenhouse gas emissions by 30% using the TDI "clean diesel" engine.²
- 25. Volkswagen's print and web advertisements similarly touted the environmental benefits of the TDI "clean diesel" engine. A Volkswagen press release said that cars incorporating the TDI "clean diesel" engine were "able to meet the toughest emissions standards" and therefore offer the "best of both worlds for people and the planet—greener fuel and greater economy." The press release represented that an independent study concluded that "Volkswagen tied Toyota for the lowest smog-forming pollutant emissions" and that "the newer and cleaner diesel models that Volkswagen now offers will be technologies to watch":



² https://www.youtube.com/watch?v=Ml54UuAoLSo

https://www.media.vw.com/documents/2010_vwgoa_csr_report.pdf at 28.

A press release from Volkswagen's website titled "Environmental" promoted the 26. environmental benefits of the TDI "clean diesel" engine and proclaimed that the engine reduced nitrous oxide emissions by 90% and CO2 emissions by 25%, resulting in "[t]he most efficient internal combustion engine."

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VOLKSWAGEN GROUP OF AMERICA



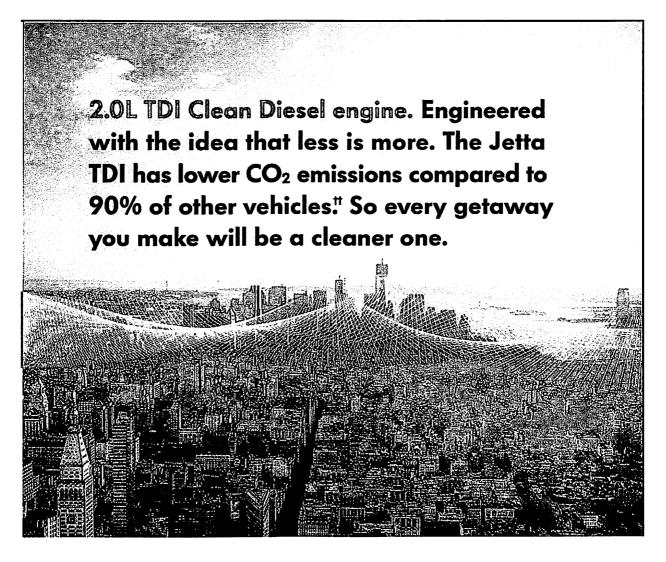


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27. Volkswagen has pervasively promoted the TDI "clean diesel" engine's ability to achieve fuel efficiency and performance gains while having emissions lower than most vehicles. An ad brochure for the 2014 Volkswagen Jetta model with the TDI "clean diesel" engine represented that car had lower CO2 emissions than 90% of other vehicles.



- 28. Volkswagen capitalized on the combination of environmental and performance benefits of the TDI "clean diesel" engine in a marketing campaign directed at persuading consumers to choose the Jetta over Toyota's Prius hybrid.
- 29. In the commercial referred to as "Meet the Volkswagens Jetta TDI Meets Prius," a Jetta with the TDI "clean diesel" engine is portrayed as having more power and being

more exciting to drive than the Prius, yet still obtaining the environmental benefits associated with the hybrid.⁴

- 30. In addition to its advertising campaign, Volkswagen linked visitors to its website to www.clearlybetterdisel.org, which stated that modern diesel engines "meet[] the highest standards in all 50 states, thanks to ultra-low sulfur (ULSD) fuel and innovative engine technology that burns cleaner."
- 31. Because of Volkswagen's and Audi's representations about the environmental benefits of the vehicle models utilizing the TDI "clean diesel" engine, vehicles with the engine garnered numerous awards.
- 32. The 2009 Volkswagen Jetta TDI Clean Diesel was named 2009 "Green Car of the Year" by the "Green Car Journal." Volkswagen and Audi repeated the award when the Audi A3 TDI Clean Diesel was named the 2010 Green Car of the Year. TDI "clean diesel" powered vehicles were included in many other "green car" lists. JD Power and Associates recognized "Volkswagen Group of America . . . as 'the most environmentally friendly car company selling in the USA.""⁵
- 33. To bolster its promotion of the "diesel revolution," and sell its cars to the American consumers, Volkswagen and Audi touted these green car awards in press releases and advertisements. Volkswagen stated that its TDI "clean diesel" vehicles "integrated strategy focused on reducing fuel consumption and emissions, building the world's cleanest diesel engines and developing totally new power systems, which utilize new fuel alternatives."

⁴ https://www.youtube.com/watch?v=JXK63kvUi6U

⁵ http://update.vw.com/environment/index.htm

[°] Id.

- 34. And this promotion worked—the TDI "clean diesel" engines comprise a significant amount of Volkswagen and Audi's United States sales. In 2013, 24 percent of Volkswagen sales in the United States were for vehicles containing TDI "clean diesel" engines.
- 35. According to Defendants themselves, the TDI "clean diesel" engine is influential in consumers' purchasing decisions. Scott Keough, President of Audi of America said that "American consumers clearly recognize the benefits of clean diesel TDI vehicles." "They understand now more than ever that this is a technology delivering real answers to society's concerns about fuel consumption and *greenhouse gas emissions without compromises*."
- 36. Volkswagen also charges a premium for its TDI "clean diesel" cars. The TDI "clean diesel" equipped version of the 2015 Jetta in the base "S" model costs \$2,860 more than the same model with a traditional gasoline engine. A consumer buying a Jetta in the highest trim version pays \$6,315 more for the TDI "clean diesel" version. The following chart illustrates the pricing premium that Volkswagen charges for the TDI "clean diesel" engine.

Model	Base	Mid-trim	Highest Trim		
VW Jetta	\$2,860	\$4,300	\$6,315		
VW Golf	\$2,950	\$1,000	\$1,000		
VW Passat	\$5,755	\$4,750	\$6,855		
Audi A3	\$2,805	\$3,095	\$2,925		

- B. Volkswagen and Audi installed software that caused its TDI "clean diesel" engines to circumvent emissions tests.
- 37. The United States' Environmental Protection Agency ("EPA") administers a certification program to ensure that every vehicle introduced in the United States meets

⁷ http://www.hybridcars.com/vw-group-us-sells-over-100000-tdi-clean-diesels-in-2013/

⁸ Id. (emphasis added)

applicable emissions standards. For a vehicle to be introduced into United States commerce, the EPA must issue a Certificate of Conformity ("COC").

- 38. The COC application must include, among other things, a list of all auxiliary emission control devices ("AECDs") that are installed on the vehicle. Under federal regulations, an AECD is "any element of design which senses temperature, vehicle speed, engine RPM, transmission gear, manifold vacuum, or any other parameter for the purpose of activating, modulating, delaying, or deactivating the operation of any part of the emission control system." 40 C.F.R. § 86.1803–01.
- 39. Like other vehicles, Volkswagen's and Audi's COCs must include "a justification for each AECD, the parameters they sense and control, a detailed justification of each AECD that results in a reduction in effectiveness of the emission control system, and [a] rationale for why it is not a defeat device." 40 C.F.R. § 86.1844–0l(d)(l l).
- 40. Federal regulations define a "defeat device" as a device "that reduces the effectiveness of the emission control system under conditions which may reasonably be expected to be encountered in normal vehicle operation and use." 40 C.F.R. § 86.1803-01. Defeat devices are prohibited unless they meet certain conditions, none of which are relevant here.
- 41. Volkswagen and Audi violated federal regulations by using defeat devices on over 482,000 vehicles to circumvent federal and state emissions requirements.
- 42. The companies manufactured and installed software in the electronic control module of these vehicles that sensed when the vehicle was being tested for compliance with EPA emission standards.
- 43. This sophisticated software algorithm detects when a car is undergoing official emissions testing and turns full emissions controls on only during the test. The manipulative

software measures factors such as the position of the steering wheel, the vehicle's speed, and even barometric pressure to sense when the car was being subjected to testing.

- 44. However, when the car is driven during normal driving conditions, the emissions controls are greatly reduced. This results in cars that meet emissions standards in the laboratory or testing station, but during normal operation, emit nitrogen oxides at up to 40 times the allowed standard.
- 45. The manipulative software turns off the emissions controls under normal driving conditions so that the vehicles are both more powerful and obtain the greater fuel mileage and performance touted in advertising by Defendants.
- 46. Volkswagen and Audi use the defeat device to circumvent tougher emissions regulations that went into effect in 2008. Starting in 2008, most automakers supplied their diesel cares with tanks of a urea-based solution (often referred to as "AdBlue") that cuts down on nitrogen oxide emissions. Some Volkswagen and Audi models use AdBlue.
- 47. But the 2.0-liter four-cylinder TDI "clean diesel" engines at issue in this case were supposedly able to meet the stricter emissions requirements without a urea injection. That, however, turns out to be false. Volkswagen and Audi were only able to meet the stricter emissions requirements by circumventing the emissions tests through the use of the defeat device.
- 48. When the stricter emissions requirements went into effect in 2008, Volkswagen and Audi faced a choice. They could reengineer their engines to comply with the stricter emissions requirements, but in doing so risk a less powerful and less fuel efficient engine. Or they could cheat on the tests and reap the profits from customers that bought cars on the false

assumption that they complied with emissions requirements. Volkswagen and Audi chose the latter and placed their profits above their consumers and the environment.

- C. Volkswagen and Audi are caught using the defeat device to circumvent emissions tests.
- 49. In 2014, West Virginia University's Center for Alternative Fuels, Engines & Emissions published results of a study commissioned by the International Council on Clean Transportation that found significantly higher in-use emissions for Volkswagen's 2012 Jetta and 2013 Passat models. The International Council alerted the EPA and the California Air Resources Board ("CARB") about the emissions problems in May 2014.
- 50. When faced with the results of this study, Volkswagen did not admit that the study was correct and that the reason why the TDI "clean diesel" engines "met" emission requirements was because of the software algorithm that allowed them to circumvent the emissions tests.
- 51. Instead, Volkswagen continuously asserted to CARB and the EPA that the high emissions from these vehicles could be attributed to various technical issues and unexpected inuse conditions and it issued a voluntary recall in December 2014 to supposedly address the issue.
- 52. CARB, in coordination with the EPA, conducted follow up testing of these vehicles both in the laboratory and during normal road operation to confirm the efficacy of the recall. When the testing showed only a limited benefit to the recall, CARB broadened the testing to pinpoint the exact technical nature of the vehicles' emissions performance, and to investigate why the vehicles' onboard diagnostic system was not detecting the increased emissions.
- 53. None of the potential technical issues suggested by Volkswagen explained the higher test results consistently confirmed during CARB's testing.

- 54. Because of Volkswagen's and Audi's inability to explain the emission anomalies, the EPA would not issue COCs for the 2016 models. Only when it was clear that Volkswagen and Audi would be unable to import their 2016 models did they admit that the TDI "clean diesel" cars contained the defeat device software.
- 55. The EPA and CARB identified the vehicles in the chart below as containing the defeat device used to circumvent the emissions tests.

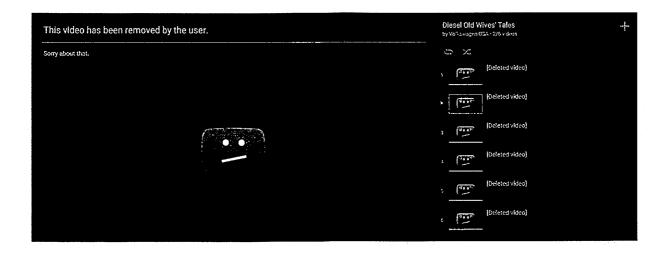
Model Year	EPA Test Group	Make and Model(s)
2009	9VWXV02.035N	VW Jetta, VW Jetta Sportwagen
2009	9VWXV02.0U5N	VW Jetta, VW Jetta Sportwagen
2010	AVWXV02.0U5N	VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3
2011	BVWXV02.0U5N	VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3
2012	CVWXV02.0U5N	VW Beetle, VW Beetle Convertible, VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3
2012	CVWXV02.0U4S	VW Passat
2013	DVWXV02.0U5N	VW Beetle, VW Beetle Convertible, VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3
2013	DVWXV02.0U4S	VW Passat
2014	EVWXV02.0U5N	VW Beetle, VW Beetle Convertible, VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3
2014	EVWXV02.0U4S	VW Passat
2015	FVGAV02.0VAL	VW Beetle, VW Beetle Convertible, VW Golf, VW Golf Sportwagen, VW Jetta, VW Passat, Audi A3

This complaint refers to the vehicles in the list above as the "Class Vehicles."

- 56. Volkswagen and Audi sold roughly 482,000 vehicles with the defeat device.
- D. Volkswagen and Audi tacitly admit that they deceived customers.
- 57. On Friday, September 18, 2015, the EPA sent Volkswagen and Audi a "Notice of Violation" based on their use of the defeat device to circumvent emissions tests. 9
- 58. On Sunday September 20, 2015, Volkswagen CEO Martin Winterkorn admitted in a statement that "I personally am deeply sorry that we have broken the trust of our customers and the public." ¹⁰ Mr. Winterkorn did not contest the allegations in the Notice of Violation.

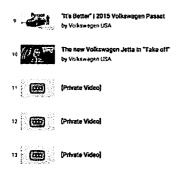
⁹ The EPA's Notice of Violation is attached as Exhibit 1.

- 59. Following service of the Notice of Violation, Volkswagen ordered its dealerships in the United States to halt sales of new 2016 and remaining 2015 TDI "clean diesel" models with the engine containing the defeat device.
- 60. Also following service of the Notice of Violation, Volkswagen and Audi began covering their digital footprints to eliminate advertisements touting the low emission properties of the TDI "clean diesel" engines. Volkswagen completely removed from its YouTube account the popular "Diesel Old Wives' Tales" series, which showcased the supposed environmental benefits and low emissions of the TDI "clean diesel" engine as compared to older diesel engines. A screenshot from Volkswagen's YouTube page shows the deletion of the videos.



61. Volkswagen's "TV Commercials" playlist now not only features missing gaps where videos were deleted, but the company has set other videos to private.

¹⁰ http://www.nytimes.com/2015/09/21/business/international/volkswagen-chief-apologizes-for-breach-of-trust-after-recall.html



V. VOLKSWAGEN'S AND AUDI'S CONDUCT INJURED PLAINTIFFS AND CLASS MEMBERS

- 62. Irrespective of whether the vehicles containing the defeat device are recalled, the Plaintiffs and Class Members have been injured. To bring the Class Vehicles into compliance with emissions standards, the vehicles performance and fuel efficiency will be diminished. Consumers will be left with a vehicle that is overall far worse than the one that they bargained for.
 - 63. Because of the diminished performance, the cars will suffer a diminution in value.

VI. TOLLING OF STATUTE OF LIMITATIONS/CLAIM ACCRUAL

- 64. The Plaintiffs and Class Members had no realistic opportunity to know that the Class Vehicles contained the defeat device. In addition, despite their due diligence, Plaintiffs and the Class Members could not reasonably have expected to learn or discover that Volkswagen and Audi concealed material information concerning the Class Vehicles and the defeat devices.
- 65. Volkswagen's and Audi's knowledge and active concealment of the defeat devices has tolled any applicable statute of limitation. Volkswagen and Audi are estopped from relying on any statute of limitation because the companies concealed the presence of the defeat devices from both government regulators and the general public.

66. Because the Plaintiffs and Class Members could not have reasonably known about the factual basis for their claims until (at the earliest) the EPA published the Notice of Violation, accrual of their claims did not begin until September 18, 2015.

VII. CLASS ACTION ALLEGATIONS

67. Plaintiffs bring this lawsuit as a class action on behalf of themselves, and all others similarly situated as members of the proposed class, under Federal Rules of Civil Procedure 23(a), (b)(3), and/or (b)(2). This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

68. The Class is defined as:

All residents of the United States, Commonwealth of Puerto Rico, U.S. Virgin Islands, and Guam who currently own or lease, or previously owned or leased the following models ("Class Vehicles") with the TDI "clean diesel" engine:

Model Year	Make and Model(s)
2009	Volkswagen Jetta, Volkswagen Jetta Sportwagen
2010	Volkswagen Jetta, Volkswagen Jetta Sportwagen, Audi A3
2011	Volkswagen Golf, Volkswagen Jetta, Volkswagen Jetta Sportwagen, Audi A3
2012	Volkswagen Beetle, Volkswagen Beetle Convertible, Volkswagen Golf,
	Volkswagen Jetta, Volkswagen, Jetta Sportwagen, Audi A3, Volkswagen
	Passat
2013	Volkswagen Beetle, Volkswagen Beetle Convertible, Volkswagen Golf,
	Volkswagen Jetta, Volkswagen, Jetta Sportwagen, Audi A3, Volkswagen
	Passat
2014	Volkswagen Beetle, Volkswagen Beetle Convertible, Volkswagen Golf,
	Volkswagen Jetta, Volkswagen, Jetta Sportwagen, Audi A3, Volkswagen
	Passat
2015	Volkswagen Beetle, Volkswagen Beetle Convertible, Volkswagen Golf,
	Volkswagen Golf Sportwagen, Volkswagen Jetta, Volkswagen Passat, Audi
	A3,

69. Excluded from the Class are the defendants, their employees, co-conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies; class counsel and their employees; and the judicial officers

and their immediate family members and associated court staff assigned to this case, and all persons within the third degree of relationship to any such persons.

- 70. **Numerosity**: Although the exact number of Class Members is uncertain and can only be ascertained through appropriate discovery, Volkswagen and Audi sold roughly 482,000 vehicles with the defeat device. Joinder under those numbers 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. The Class Members are readily identifiable from information and records in the defendants' possession, custody, or control, as well as from records kept by the Department of Motor Vehicles of various states.
- 71. **Typicality:** The representative Plaintiffs' claims are typical of the claims of the Class Members in that the representative Plaintiffs, like all Class Members, purchased or leased a vehicle with the defeat device in a transaction that was part of a multibillion dollar massive and longstanding advertising campaign that involved representations as to emissions, fuel efficiency, environmental impact, and performance. Volkswagen and Audi never disclosed that the vehicles used the defeat device to circumvent emissions tests. As a result, each Plaintiff did not receive the benefit of their bargain and/or overpaid for their vehicles, made lease payments that were too high and/or sold or will sell their vehicles at a loss as a result of the defeat devices. These factual bases are common to all Class Members.
- 72. **Commonality**: There are numerous questions of law and fact common to Plaintiffs and the Class Members, and those issues predominate over any question affecting only individual Class Members. The common legal and factual issues include the following:

- A. Whether the Class Vehicles contained the software algorithm or defeat device that turns off emissions controls when driving normally and turns them on when the car is undergoing an emissions test;
- B. Whether the defeat device allows the Class Vehicles to circumvent emissions tests;
- C. Whether Volkswagen and Audi knows about the defeat device and, if so, how long they have known about the defeat device;
- D. Whether the failure to disclose the existence of the defeat device constitutes the omission of a material fact;
- E. Whether Volkswagen and Audi had a duty to disclose the defeat device to Plaintiffs and Class Members;
- F. Whether Volkswagen and Audi breached the Class Vehicles' express warranties;
- G. Whether Volkswagen and Audi breached the implied warranty of merchantability;
- H. Whether Volkswagen and Audi violated express warranty statutes;
- I. Whether Volkswagen and Audi violated consumer protection statutes;
- J. Whether Plaintiffs and Class Members are entitled to equitable relief, including but not limited to a preliminary and/or permanent injunction;
- K. Whether Plaintiffs and the other Class members are entitled to damages and other monetary relief and, if so, in what amount.
- 73. Adequate Representation: Plaintiffs will fairly and adequately protect the interests of the Class Members. Plaintiffs have retained attorneys experienced in the prosecution of class actions, including consumer and product defect class actions, and Plaintiffs intend to prosecute this action vigorously.

Certification under Federal Rule of Civil Procedure 23(b)(2) for Declaratory and Injunctive Relief.

74. Volkswagen and Audi have acted or refused to act on grounds generally applicable to Plaintiffs and Class Members, making appropriate final injunctive relief and declaratory relief with respect to the Class as a whole.

Certification under Federal Rule of Civil Procedure 23(b)(3): Superiority and Predominance.

75. Plaintiffs and the Class Members have all suffered and will continue to suffer harm and damages as a result of Volkswagen's and Audi's unlawful and wrongful conduct. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Treatment as a class action will permit a large number of similarly situated persons to adjudicate their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that numerous individual actions would engender. Class treatment will also permit the adjudication of claims by many members of the proposed class who could not individually afford to litigate a claim such as is asserted in this complaint. This class action likely presents no difficulties in management that would preclude maintenance as a class action.

VIII. CAUSES OF ACTION

MINNESOTA

Count 1 - Violation of Minnesota False Statement In Advertising Statute (Minn. Stat. §§ 325f.67 et seq.)

- 76. Plaintiffs re-allege and incorporate by reference all the above allegations as if fully set forth herein. Plaintiffs bring this claim on behalf of the Class Members.
- 77. As noted above, Volkswagen and Audi produced and published advertisements and deceptive and misleading statements on the characteristics of the Class Vehicles. At the time when Volkswagen and Audi published the advertisement and made the misleading statements,

they knew that the Class Vehicles' emissions exceeded permissible regulations when driven under normal driving conditions.

- 78. Volkswagen and Audi concealed their deceptive practices in order to increase the sale of and profit from the Class Vehicles.
- 79. Volkswagen and Audi violated the Minnesota False Statements in Advertising Act, Minn. State § 325F.67, et seq., by publicly misrepresenting the presence of the defeat devices and the actual emissions of the Class Vehicles.
- 80. The Minnesota False Statements in Advertising Act applies to Plaintiffs' transactions with Volkswagen and Audi because Volkswagen and Audi's deceptive scheme was carried out in Minnesota and affected Plaintiffs.
- 81. As a direct and proximate result of Defendants' deceptive, unfair, and fraudulent conduct and violations of Minn. Stat. § 325F.67, et seq., Plaintiffs have sustained and will continue to sustain economic losses and other damages for which they are entitled to compensatory and equitable damages and declaratory relief in an amount to be proven at trial.

Count 2 – Violation of Minnesota Uniform Deceptive Trade Practices Act (Minn. Stat. § 325D.13 et seq.)

- 82. Plaintiff incorporates by reference and re-alleges each and every paragraph alleged above as though fully alleged herein.
- 83. Defendants are a manufacturer, marketer, seller, and distributor of the Class Vehicles.
- 84. Plaintiffs are protected by these statutes as they purchased the Class Vehicles in Minnesota and for his personal use in Minnesota.

- 85. Minnesota Statute § 325D.13 provides that, "no person shall, in connection with the sale of merchandise, knowingly misrepresent, directly or indirectly, the true quality, ingredients or origin of such merchandise."
- 86. By engaging in the conduct described herein, Defendants violated and continue to violate Minn. Stat. § 325D.13 and the similar laws of other states.

Minnesota Statute § 325D.44, subd. 1, provides in part:

a person engages in a deceptive trade practice when, in the course of business, vocation, or occupation, the person:

* * *

- "(5) represents that goods or services have...characteristics, ingredients, uses, benefits, . . . that they do not have;"
- "(7) represents that goods or services are of a particular standard, quality, or grade, . . . if they are of another;" and
- "(13) engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding."
- 87. Consumer protection laws of other states make similar conduct unlawful.
- 88. Where, as here, Plaintiffs' claims inure to the public benefit, Minnesota's Private-Attorney General Statute, Minn. Stat. § 8.31, subd. 3a, allows individuals who have been injured through a violation of these consumer-protection statutes to bring a civil action and recover damages, together with costs and disbursements, including reasonable attorney's fees.
- 89. Defendants used and employed unfair methods of competition and/or unfair or deceptive acts or practices including, but not limited to, the following:
 - a. Representing that goods have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that person has sponsorship, approval, status, affiliation or connection that he does not have;

- b. Representing that goods or services are of a particular standard, quality, or grade or that goods are of a particular style or model, if they are of another;
- c. Engaging in other fraudulent or deceptive conduct which created the likelihood of confusion or of misunderstanding; and
- d. Utilizing misrepresentations, knowing omissions, and other sharp business practices to mislead or create a misleading impression regarding the Vehicles
- 90. Defendants knew or should have known that: (1) the Class Vehicles were defective insofar as a consumer could not utilize the advertised fuel efficiency; (2) the Class Vehicles were manufactured to with the defective devices; and (3) and the Class Vehicles were otherwise not as warranted and represented by Defendants.
- 91. Defendants' misrepresentations, concealment, omissions, and other deceptive conduct were likely to deceive or cause misunderstanding and did in fact deceive Plaintiffs with respect to the fuel efficiency and true value of the Class Vehicles.
- 92. Defendants intended that Plaintiffs and the Class would rely on Defendants' misrepresentations, concealment, warranties, deceptions, and/or omissions regarding the suitability of the fuel tank capacities of their defective Class Vehicles.
- 93. Defendants' conduct and omissions described herein occurred repeatedly in Defendants' trade or business and were capable of deceiving a substantial portion of the consuming public.
- 94. The facts concealed or not disclosed by Defendants were material facts in that Plaintiff and any reasonable consumer would have considered them in deciding whether to purchase a Class Vehicle, and, if so, which model to purchase. Had Plaintiffs known the Class Vehicles were incapable of meeting the standards advertised by Defendants, they would not have purchased the Class Vehicles or they would have either negotiated a lower price to reflect the

defect, or simply avoided the defect altogether by purchasing a vehicle from a competing company.

- 95. Defendants intended that Plaintiffs would rely on the deception by purchasing the Class Vehicles, unaware of the undisclosed material facts. This conduct constitutes consumer fraud.
- 96. Defendants' unlawful conduct is continuing, with no indication that Defendants intend to cease this fraudulent course of conduct.
- 97. Plaintiffs have suffered actual, ascertainable losses and damages by virtue of having purchased the Class Vehicles.
- 98. Defendants have similarly violated the Unlawful Trade Practices Acts of the various states including, but not limited to, California, and these states allow for statutory damages.
- 99. As a direct and proximate cause of Defendants' violations of the applicable state Unfair Trade Practices and Consumer Protection laws as set forth above, Plaintiff seeks injunctive or declaratory relief prohibiting Defendants from falsely advertising the qualities, characteristics, and capabilities of the Class Vehicles; and, for California residents, all other damages available by statute and law.

Count 3 – Violation of Minnesota Prevention of Consumer Fraud Act (Minn. Stat. § 325F.68, et seq.)

- 100. Plaintiffs re-allege and incorporate by reference all the above allegations as if fully set forth herein. Plaintiffs bring this claim on behalf of the Class Members.
- 101. Volkswagen and Audi misrepresented the characteristics of the Class Vehicles while knowing of the defeat devices and their effect on emissions. Volkswagen and Audi did this

in order to induce Plaintiffs' reliance on such representations in their decision regarding the purchase, lease and/or use of the Class Vehicles.

- 102. By failing to disclose and actively concealing the defeat devices and the Class Vehicles' true emissions and characteristics, Volkswagen and Audi engaged in unfair or deceptive practices prohibited by the Act, including (1) representing that the Class Vehicles have characteristics, uses, benefits qualities which they do not have, (2) representing that Class Vehicles are of a particular standard, quality, and grade when they are not, (3) advertising Class Vehicles with the intent not to sell them as advertised, (4) representing that a transaction involving Class Vehicles confers or involves rights, remedies, and obligations which it does not, and (5) representing that the subject of a transaction involving Class Vehicles has been supplied in accordance with a previous representation when it has not.
- 103. Volkswagen and Audi knew that the Class Vehicles included the defeat devices and that without the defeat devices the vehicles would have failed emissions tests and would have failed to live up to the representations in the massive advertising campaign.
- 104. Through these misleading and deceptive statements and false promises, Defendants violated Minn. Stat. § 325F.69.
- 105. The Minnesota Prevention of Consumer Fraud Act applies to Volkswagen and Audi's transactions with Plaintiffs because Volkswagen and Audi's deceptive scheme was carried out in Minnesota and affected Plaintiffs.
- 106. Plaintiffs relied on Volkswagen and Audi's silence as to known defects in connection with their decision regarding the purchase, lease and/or use of the Class Vehicles.
- 107. As a direct and proximate result of Volkswagen and Audi's deceptive conduct and violation of Minn. Stat. § 325F.69, Plaintiffs have sustained and will continue to sustain

economic losses and other damages for which they are entitled to compensatory and equitable damages and declaratory relief in an amount to be proven at trial.

Count 4 – Breach of Express Warranty (Minn. Stat. § 325g.19 Express Warranties)

- 108. Plaintiffs re-allege and incorporate by reference all the above allegations as if fully set forth herein. Plaintiffs bring this claim on behalf of the Class Members.
- 109. Defendants are and at all relevant times were merchants as defined by the Uniform Commercial Code ("UCC") and/or Minnesota law.
- 110. Volkswagen and Audi expressly warranted several attributes, characteristics, and qualities, as set forth above. A sampling of these express warranties include the claims that the TDI "clean diesel" engine reduced nitrous oxide emissions by 90% and CO2 emissions by 25%, resulting in "[t]he most efficient internal combustion engine" and that the engines are "able to meet the toughest emissions standards."
- 111. These warranties were breached because, but for the concealed defeat devices, the Class Vehicles would not have met emissions standards and/or maintained the same performance. Volkswagen did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.
- 112. At the time that Volkswagen and Audi warranted and sold vehicles they did not conform to the warranties and were inherently defective, and Volkswagen and Audi wrongfully and fraudulently misrepresented and/or concealed material facts regarding their vehicles. Plaintiffs and the Class Members were therefore induced to purchase the vehicles under false and/or fraudulent pretenses.
- 113. Many of the damages flowing from the Class Vehicles cannot be resolved through the limited remedy of "replacement or adjustments," as those incidental and consequential

damages have already been suffered due to Volkswagen and Audi's fraudulent conduct as alleged herein, and due to their failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiffs' and the Class' remedies would be insufficient to make Plaintiffs and the Class whole.

- 114. Due to Volkswagen and Audi's breach of warranties as set forth herein, Plaintiffs and the Class assert as an additional and/or alternative remedy for a revocation of acceptance of the goods, and for a return to Plaintiffs and to the Class Members of the purchase price of all vehicles currently owned.
- 115. As a direct and proximate result of Volkswagen and Audi's breach of express warranties, Plaintiffs and the Class Members have been damaged in an amount to be determined at trial.

Count 5- Breach of Implied Warranty of Merchantability (Minn. Stat. § 336.2-314)

- 116. Plaintiffs re-allege and incorporate by reference all the above allegations as if fully set forth herein. Plaintiffs bring this claim on behalf of the Class Members.
- 117. Volkswagen and Audi are and were at all relevant times a merchant with respect to Class Vehicles.
- 118. A warranty that the Class Vehicles were in merchantable condition is implied by law in the instant transactions.
- 119. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the Class Vehicles are inherently defective because under normal driving conditions they do not comply with applicable emissions standards.

120. As a direct and proximate result of Volkswagen and Audi's breach of express and implied warranties, Plaintiffs and the Class Members have been damaged in an amount to be determined at trial.

Count 6 – Unjust Enrichment (Based On Minnesota Law)

- 121. Plaintiffs re-allege and incorporate by reference all the above allegations as if fully set forth herein. Plaintiffs bring this claim on behalf of the Class Members.
- 122. Volkswagen and Audi had knowledge of the defeat devices and the inability of the Class Vehicles to meet emissions standards without the help of the defeat devices, which they failed to disclose to Plaintiffs and the Class Members.
- 123. As a result of their wrongful and fraudulent acts and omissions, as set forth above, pertaining to the defeat devices and their concealment, Volkswagen and Audi charged a higher price for the Class Vehicles than the vehicles' true value, and Volkswagen and Audi obtained monies which rightfully belong to Plaintiffs and Class Members.
- 124. Volkswagen and Audi appreciated, accepted, and retained the non-gratuitous benefits conferred by Plaintiffs and Class Members, who without knowledge of the defeat device and the Class Vehicles' inability to comply with emissions standards under normal driving conditions paid a higher price for Class Vehicles than their actual worth. It would be inequitable and unjust for Volkswagen and Audi to retain these wrongfully obtained profits.
- 125. Plaintiffs and Class Members are entitled to restitution and seek an order establishing Volkswagen and Audi as constructive trustees of the profits unjustly obtained, plus interest.

VIRGINIA

Count 7 – Breach of Contract

- 126. Plaintiffs re-allege and incorporate by reference all the above allegations as if fully set forth herein. Plaintiffs bring this claim on behalf of the Class Members.
- 127. Volkswagen's and Audi's failure to disclose the existence of the defeat devices and their effect on the vehicles' emissions and performance caused Plaintiffs and the Class Members to purchase or lease the Class Vehicles. Absent those misrepresentations and omissions, Plaintiffs and the Class Members would not have purchased or leased these vehicles, would not have purchased or leased the Class Vehicles at the prices they paid, and/or would have purchased or leased less expensive alternative vehicles that did not contain the TDI "clean diesel" engine. Accordingly, Plaintiffs and the other Class members overpaid for the Class Vehicles and did not receive the benefit of their bargain.
- 128. Each and every sale or lease of a Class Vehicle constitutes a contract between Volkswagen or Audi and the purchaser or lessee. Volkswagen and Audi breached these contracts by selling or leasing Plaintiffs and Class Members defective vehicles and by misrepresenting or failing to disclose the existence of the "defeat device."
- 129. As a direct and proximate result of Volkswagen's breach of contract, Plaintiffs and Class Members 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.
- 130. Plaintiffs plead this count under the laws of Virginia. Volkswagen's headquarters are in Herndon, Virginia. Audi of America's headquarters are in Herndon, Virginia. As necessary, and in the alternative, Plaintiffs may allege sub-classes, based on the residences at

pertinent times of the Class Members to allege fraudulent concealment under the laws of states other than Virginia.

Count 8 – Violations of the Virginia Consumer Protection Act (VA. CODE ANN. §§ 59.1-196 through 59.1-207)

- 131. Plaintiffs re-allege and incorporate by reference all the above allegations as if fully set forth herein. Plaintiffs bring this claim on behalf of the Class Members.
 - 132. Volkswagen and Audi are "suppliers" under Va. Code Ann. § 59.1-198.
- 133. Volkswagen and Audi both participated in unfair or deceptive acts or practices that violated the Virginia Consumer Protection Act (the "Act"), Va. Code Ann. § 59.1-198. Volkswagen and Audi each are directly liable for these violations of law.
- 134. By failing to disclose and actively concealing the defeat devices and the vehicles' true emissions and performance, Volkswagen and Audi engaged in unfair or deceptive practices prohibited by the Act, including (1) representing that the Class Vehicles have characteristics, uses, benefits, and qualities which they do not have, (2) representing that Class Vehicles are of a particular standard, quality, and grade when they are not, (3) advertising Class Vehicles with the intent not to sell them as advertised, (4) representing that a transaction involving Class Vehicles confers or involves rights, remedies, and obligations which it does not, and (5) representing that the subject of a transaction involving Class Vehicles has been supplied in accordance with a previous representation when it has not.
- 135. As alleged above, Volkswagen and Audi made numerous material statements about the performance, emissions, and overall manufacture of the Class Vehicles that were either false or misleading. Each of these statements contributed to the deceptive context of Volkswagen's and Audi's unlawful advertising and representations as a whole.

- 136. Volkswagen and Audi knew that the Class Vehicles included the defeat device and that without the defeat device the vehicles would have failed emissions tests and failed to live up to the representations the companies made in the massive advertising campaign.
- 137. Volkswagen and Audi owed the Plaintiffs and Class Members a duty to disclose the defective nature of the vehicles based on the defeat devices because they:
 - a. Possessed exclusive knowledge of the defeat devices;
 - b. Knowingly concealed the presence of the defeat devices; and
 - c. Made incomplete representations about the defeat devices and Class Vehicles.
- 138. Volkswagen's and Audi's unfair or deceptive trade practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs and Class Members, about the true safety and reliability of Class Vehicles.
- 139. As a result of its violations of the Act detailed above, Volkswagen and Audi caused actual damage to Plaintiffs and Class Members and, if not stopped, will continue to cause harm. Plaintiffs and Class Members currently own or lease, or within the class period have owned or leased, Class Vehicles that only comply with emissions standards because of the defeat device. And even if complying with emissions standards, the vehicles fail to live up to the Volkswagen's and Audi's representations. Volkswagen's and Audi's conduct with respect to the defeat devices has caused the value of Class Vehicles to decline.
- 140. Plaintiffs risk irreparable injury as a result of Volkswagen's and Audi's acts and omissions in violation of the Act, and these violations present a continuing risk to Plaintiffs and Class Members as well as to the general public.
- 141. Pursuant to the Act, Plaintiffs and Class Members seek monetary relief against Volkswagen and Audi to recover for their sustained losses.

- 142. Plaintiffs further allege that Volkswagen's and Audi's malicious and deliberate conduct warrants an assessment of punitive damages because the companies each carried out despicable conduct with willful and conscious disregard of the rights of the consumers and the public, subjecting Plaintiffs and Class Members to cruel and unjust hardship as a result. Volkswagen and Audi intentionally and willfully misrepresented the health and environmental impact of the Class Vehicles. Volkswagen's and Audi's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.
- 143. Plaintiffs further seek an order enjoining Volkswagen's and Audi's unfair or deceptive acts or practices, restitution, punitive damages, costs of Court, attorney's fees, and any other just and proper relief available under the Act.

Count 9 - Breach of the Implied Warranty of Merchantability

- 144. Plaintiffs re-allege and incorporate by reference all the above allegations as if fully set forth herein. Plaintiffs bring this claim on behalf of the Class Members.
- 145. Volkswagen and Audi are and were at all relevant times merchants with respect to Class Vehicles under Va. Code Ann. § 8.2-314.
- 146. A warranty that the Class Vehicles were in merchantable condition was implied by law in the instant transaction.
- 147. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Under normal driving conditions, the Class Vehicles emit 10 to 40 times the legal limit of pollutants.
- 148. As a direct and proximate result of Volkswagen's and Audi's breach of the warranties of merchantability, Plaintiffs and the Class Members have been damaged in an amount to be proven at trial.

Count 10 – Unjust Enrichment

- 149. Plaintiffs re-allege and incorporate by reference all the above allegations as if fully set forth herein. Plaintiffs bring this claim on behalf of the Class Members.
- 150. As a result of their wrongful and fraudulent acts and omissions, as set forth above, including the installation and concealment of the defeat device, Volkswagen and Audi charged a higher price for the Class Vehicles than the vehicles' true value, and Volkswagen and Audi obtained monies which rightfully belong to Plaintiffs and Class Members.
- 151. Volkswagen and Audi knowingly enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs and the Class Members, who paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Defendants to retain these wrongfully obtained profits.
- 152. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Volkswagen and Audi as constructive trustees of the profits unjustly obtained, plus interest.

IX. PRAYER FOR RELIEF

- 153. Plaintiffs, individually and on behalf of members of the Class, respectfully request that the Court enter judgment in their favor and against Volkswagen and Audi, as follows:
 - a. Certification of the proposed Class, including appointment of Plaintiffs' counsel as Class Counsel;
 - b. An order temporarily and permanently enjoining Volkswagen from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint;
 - c. Injunctive relief in the form of a recall or free replacement program;

- d. Costs, restitution, damages, and disgorgement in an amount to be determined at trial;
- e. Revocation of acceptance;
- f. For treble and/or punitive damages as permitted by applicable laws;
- g. An order requiring Volkswagen to pay both pre- and post-judgment interest on any amounts awarded;
- h. An award of costs and attorney's fees; and
- i. Such other or further relief as may be appropriate.

X. DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial.

DATED this 9th day of October, 2015

Respectfully submitted,

Daniel Cohen (Bar No. 78936)

David W. Stanley (Bar No. 12791)

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JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

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I. (a) PLAINTIFFS Cheri Shoquist and Khamsin Page			_	DEFENDANTS Volkswagen AG, Volkswagen Group of America, Audi AG, and Audi of America							
(b) County of Residence of First Listed Plaintiff Hennepin, MN (EXCEPT IN U.S. PLAINTIFF CASES)				County of Residence of First Listed Defendant Fairfax, VA (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.							
(c) Attorneys (Firm Name, 2) Daniel Cohen, Cuneo Gil 211 North Union St., Suit Tel: 202-789-3960	bert & LaDuca, LLP			Attorneys (If Kno	эw <i>n)</i>						
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Receipt Number: 14683054584
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Transaction Date: 10/09/2015
Payer Name: SHOQUIST

CIVIL FILING FEE
For: SHOQUIST
Amount: \$400.00

CREDIT CARD
Amt Tendered: \$400.00

Total Due: \$400.00

Total Due: \$400.00

Filing FEE
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