

1 David S. Casey, Jr. (SBN 060768)  
 2 *dcasey@cglaw.com*  
 3 Gayle M. Blatt (SBN 122048)  
 4 *gmb@cglaw.com*  
 5 Jeremy Robinson (SBN 188325)  
 6 *jrobinson@cglaw.com*  
 7 Wendy M. Behan (SBN 199214)  
 8 *wbehan@cglaw.com*  
 9 Ethan T. Litney (SBN 295603)  
 10 *elitney@cglaw.com*  
 11 **Casey Gerry Schenk**  
 12 **Francavilla Blatt & Penfield, LLP**  
 13 110 Laurel Street  
 14 San Diego, California 92101  
 15 (619) 238-1811 phone  
 16 (619) 544-9232 fax

17 Attorneys for Plaintiff

18 **United States District Court**  
 19 **Southern District of California**

20 **Albert Sebastian**, individually, and  
 21 on behalf of himself and all others  
 22 similarly situated,

23 Plaintiffs,

24 v.

25 **FCA US LLC**, a Delaware limited  
 26 liability company; **Fiat Chrysler**  
 27 **Automobiles N.V.**, a corporation  
 28 organized under the laws of the  
 Netherlands; **Robert Bosch GmbH**, a  
 corporation organized under the  
 laws of Germany; and **Robert Bosch**  
**LLC**, a Delaware limited liability  
 company,

Defendants.

Case No. '17CV0085 WQHJLB

**Class Action Complaint and  
 Complaint for Damages**

**Demand for Jury Trial**

1 Plaintiff Albert Sebastian, acting on behalf of himself and all others  
2 similarly situated, brings this action for damages and equitable relief against  
3 defendants FCA US LLC and Fiat Chrysler Automobiles N.V. (collectively,  
4 “Fiat Chrysler” or “Fiat”) and defendants Robert Bosch GmbH and Robert  
5 Bosch LLC (together, “Bosch”).

6 1. Climate change and health hazards caused by air pollution are  
7 two of the most pressing concerns for the survival of life on earth. They are  
8 global problems and global worries. Almost everything these days is looked at  
9 for its “green” potential and its possible contribution to emissions and climate  
10 change. People are concerned.

11 2. Fiat Chrysler Automobiles N.V., one of the world’s largest  
12 automakers, and all of its subsidiaries, including FCA US LLC (formerly  
13 known as Chrysler Group, LLC), and Bosch, the world’s leading vehicle  
14 emissions software and hardware designer and manufacturer, jointly  
15 manipulated that concern and duped many consumers who were trying to  
16 make eco-friendly choices into buying light trucks that were, in fact, emitting  
17 significant levels of environmental pollutants every day.

18 3. The vehicles that are the subject of this case use the 3.0 liter  
19 “EcoDiesel” engine designed by VM Motori, a wholly-owned subsidiary of  
20 Fiat Chrysler Automobiles, N.V. That engine is an option in Fiat Chrysler  
21 vehicles, including certain 2014-2016 Jeep Grand Cherokees and Dodge Ram  
22 1500 trucks sold in the United States.

23 4. Fiat Chrysler Automobiles N.V. and its subsidiaries misleadingly  
24 marketed these vehicles as “EcoDiesels” – supposedly “cleaner than gas  
25 vehicles.” In reality, the vehicles produce harmful pollutants in excess of  
26 California and national emissions standards, as well as in excess of what a  
27 reasonable consumer would expect from an “eco” vehicle.

28 5. To add insult to injury, Fiat charged *more* for these defective trucks

1 and SUVs than its other competing models. The upcharge gave consumers the  
2 false impression that they were investing in clean emissions and  
3 environmental responsibility when, in fact, the opposite was true.

4 6. Plaintiff Albert Sebastian, on behalf of himself and a class of  
5 California residents who purchased or leased Class Vehicles (“Class  
6 Members”), as well as on behalf of a nationwide RICO class, brings this action  
7 to redress Fiat Chrysler’s and Bosch’s unfair business practices and fraudulent  
8 misrepresentations about the emissions compliance and general  
9 environmental-friendliness of more than 100,000 U.S. vehicles in the 2014 to  
10 2016 model years.

11 7. Since at least 2014, Fiat and Bosch have collaborated to create and  
12 use specially-developed devices and software to evade complying with  
13 United States emissions standards for certain models of Fiat’s diesel vehicles.  
14 These tools are designed to fool testing devices and conceal the fact that  
15 certain Fiat models emitted nitrogen oxides (“NOx”) at levels much higher  
16 than what was legally permitted under normal driving conditions. NOx is a  
17 known hazardous pollutant and greenhouse gas, and has been linked to  
18 numerous debilitating respiratory diseases.

19 8. More specifically, Fiat Chrysler included in its “EcoDiesel”  
20 vehicles several Auxiliary Emissions Control Devices (AECs) – devices that  
21 “reduce the effectiveness of the emission control system under conditions  
22 which may reasonably be expected to be encountered in normal vehicle  
23 operation and use” (40 C.F.R. § 86.1803-01) – that were designed to  
24 significantly reduce the efficacy of the NOx reduction systems during real-  
25 world driving conditions. Although required by both state and federal law to  
26 disclose to regulatory agencies any AECs in its vehicles, Fiat Chrysler made  
27 no such disclosures. Much like the Volkswagen diesel vehicles that have been  
28 the subject of an international scandal and much litigation, this resulted in

1 vehicles producing compliant levels of emissions during testing conditions  
2 while spewing pollutants during everyday use. This allowed Fiat Chrysler to  
3 conceal the vehicles' true NOx emissions levels and dupe both regulators and  
4 consumers.

5 9. As part of Fiat Chrysler's media campaign designed to capitalize  
6 on public concern over climate change, Fiat Chrysler bombarded the TV  
7 airwaves, the Internet, and print with advertisements that misleadingly touted  
8 the fuel economy, power, and "green" credentials of Fiat Chrysler's  
9 supposedly "clean" EcoDiesel vehicles. Fiat Chrysler claimed that the vehicles  
10 met or exceeded federal emissions standards when they did not and Fiat  
11 Chrysler knew they did not. Instead, the vehicles were built with  
12 sophisticated software designed to cheat environmental pollution standards.

13 10. Fiat Chrysler's scheme went undetected for at least two years, and  
14 might have continued unabated had the Volkswagen emissions scandal not  
15 come to light. In the wake of the Volkswagen emissions scandal, regulators  
16 looked at all diesel vehicles with heightened scrutiny.

17 11. On January 12, 2017, the Environmental Protection Agency (EPA)  
18 issued a Notice of Violation for Model Year 2014-2016 diesel light-duty  
19 vehicles (Dodge Ram and Jeep Grand Cherokee) (the "NOV"). The NOV  
20 identified eight AECDs that had not been disclosed by Fiat Chrysler and  
21 stated that those AECDs, either alone or in some combination, functioned as a  
22 "defeat device":

23 Operation of one or more of the eight undisclosed AECDs, either  
24 alone or in combination with each other, results in excess  
25 emissions of nitrogen oxides (NOx) under various operating  
26 conditions that may reasonably be expected to be encountered in  
27 normal vehicle operation and use.

28 EPA Notice of Violation dated January 12, 2017.

12. On the same day, the California Air Resources Board ("CARB")  
issued a Notice of Violation to the same entities relating to the AECDs in their

1 3.0 liter “EcoDiesel” vehicles.

2 13. The chart below indicates which vehicles (the “Class Vehicles”)  
3 have been impacted by Fiat Chrysler’s deliberate deception. Additional  
4 investigation may lead to the discovery of other models and years impacted  
5 by the deceptive scheme.

<i>Model Year</i>	<i>EPA Test Group</i>	<i>Make and Model(s)</i>
2014	ECRXT03.05PV	Dodge Ram 1500
2014	ECRXT03.05PV	Jeep Grand Cherokee
2015	FCRXT03.05PV	Dodge Ram 1500
2015	FCRXT03.05PV	Jeep Grand Cherokee
2016	GCRXT03.05PV	Dodge Ram 1500
2016	GCRXT03.05PV	Jeep Grand Cherokee

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12 14. Every Class Vehicle was sold to consumers based on knowingly  
13 false representations about its true environmental friendliness, fuel efficiency,  
14 and performance ability, as a result of Fiat’s and Bosch’s illegal conduct.

15 15. Plaintiff and Class members were induced to purchase Class  
16 Vehicles based on deliberate misrepresentations and omissions by Fiat  
17 Chrysler in its advertising, public statements, and marketing information.  
18 These were material factors in inducing Plaintiff and Class Members to  
19 purchase the Class Vehicles. Fiat Chrysler’s deceptive scheme caused many  
20 consumers worldwide to buy the Class Vehicles based on false claims of the  
21 vehicle’s characteristics. Plaintiff and Class Members would not have  
22 purchased or leased the Class Vehicles or would have paid much less had  
23 they known the truth about them.

## THE PARTIES

### Plaintiff Albert Sebastian

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25  
26 16. In March 2016, Plaintiff Albert Sebastian purchased a Model Year  
27 2016 Dodge Ram 1500 with the 3.0 liter “EcoDiesel” engine. Sebastian  
28



1 purchased the Ram specifically because it was advertised as being a “clean,”  
 2 environmentally-friendly vehicle that also provided excellent power,  
 3 performance, and fuel mileage. Sebastian researched both the Ram 1500 and  
 4 competing trucks before choosing the Ram 1500. Sebastian would not have  
 5 purchased the Dodge Ram 1500 but for Fiat Chrysler’s representations  
 6 regarding its “clean” emissions characteristics.

7 **The Fiat Chrysler defendants**

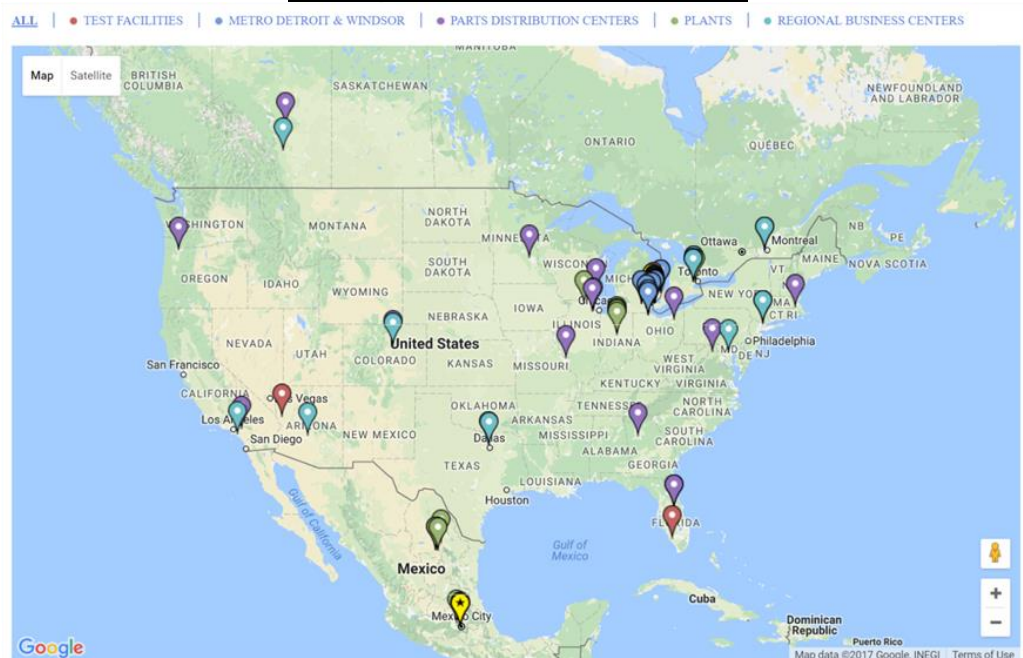
8 17. Defendant FCA US LLC (“FCA”) is an American automotive  
 9 limited liability company. It is organized under the laws of Delaware with its  
 10 principal place of business and headquarters in Auburn Hills, Michigan. FCA  
 11 is wholly owned by defendant Fiat Chrysler Automobiles N.V., a holding  
 12 company. Until the end of 2014, FCA went by the name Chrysler Group, LLC.

13 18. Defendant Fiat Chrysler Automobiles N.V. is a Dutch corporation  
 14 headquartered in London, United Kingdom. FCA and Fiat Chrysler  
 15 Automobiles N.V. are collectively referred to as “Fiat Chrysler” or “Fiat.”

16 19. Fiat Chrysler is a motor vehicle manufacturer and a licensed

17 distributor of  
 18 new Chrysler,  
 19 Dodge, Jeep,  
 20 and Ram  
 21 vehicles. The  
 22 Chrysler brand  
 23 is one of the  
 24 “Big Three”  
 25 American  
 26 automobile  
 27 brands. Fiat  
 28 Chrysler

**Fiat Chrysler locations in North America**



1 engages in commerce by distributing and selling new and unused passenger  
2 cars and motor vehicles under its Chrysler, Dodge, Jeep, and Ram brands.  
3 Other major divisions of Fiat include Mopar, its automotive parts and  
4 accessories division, and SRT, its performance automobile division. As of  
5 2015, Fiat Chrysler is the seventh largest automaker in the world by unit  
6 production.

7 20. Fiat Chrysler, through its various entities, designs, manufactures,  
8 markets, distributes, and sells automobiles in California and multiple other  
9 locations in the U.S. and worldwide. Fiat Chrysler and/or its agents designed,  
10 manufactured, and installed the EcoDiesel engine systems in the Class  
11 Vehicles. Fiat Chrysler also developed and disseminated the owner's manuals  
12 and warranty booklets, advertisements, and other promotional materials  
13 relating to the Class Vehicles.

#### 14 **The Bosch defendants**

15 21. Defendant Robert Bosch GmbH is a German multinational  
16 engineering and electronics company headquartered in Gerlingen, Germany.  
17 Robert Bosch GmbH is the parent company of Robert Bosch LLC. Robert  
18 Bosch GmbH, directly and/or through its North-American subsidiary Robert  
19 Bosch LLC, at all material times, designed, manufactured, and supplied  
20 elements of the defeat device to Fiat Chrysler for use in the Class Vehicles.  
21 Bosch GmbH is subject to the personal jurisdiction of this Court because it has  
22 availed itself of the laws of the United States through its management and  
23 control over Bosch, LLC, and over the design, development, manufacture,  
24 distribution, testing, and sale of many thousands of the defeat devices  
25 installed in the Class Vehicles sold or leased in the U.S.

26 22. Defendant Robert Bosch LLC is a Delaware limited liability  
27 company with its principal place of business located at 38000 Hills Tech Drive,  
28 Farmington Hills, Michigan 48331. Robert Bosch LLC is a wholly-owned

1 subsidiary of Robert Bosch GmbH. Robert Bosch LLC, directly and/or in  
2 conjunction with its parent Robert Bosch GmbH, at all material times,  
3 designed, manufactured, and supplied elements of the defeat device to Fiat  
4 Chrysler for use in the Class Vehicles.

5 23. Both Robert Bosch GmbH and Robert Bosch LLC (collectively  
6 “Bosch” or the “Bosch defendants”) operate under the under the umbrella of  
7 the Bosch Group, which encompasses some 340 subsidiaries and companies.  
8 The Bosch Group is divided into four business sectors: Mobility Solutions  
9 (formerly Automotive Technology), Industrial Technology, Consumer Goods,  
10 and Energy and Building Technology. The Mobility Solutions sector, which  
11 supplied parts to the automotive industry, and its Diesel Systems division,  
12 which develops, manufactures, and supplies diesel systems, are particularly at  
13 issue here and include the relevant individuals from both Bosch defendants.  
14 Regardless of whether an individual works for Bosch in Germany or the U.S.,  
15 the individual holds him or herself out as working for Bosch. This collective  
16 identity is captured by Bosch’s mission statement: “We are Bosch,” a unifying  
17 principle that links each entity and person within the Bosch Group.<sup>1</sup>

18 24. The Bosch defendants were knowing and active participants in the  
19 creation, development, marketing, and sale of illegal defeat devices for diesel  
20 vehicles specifically designed to evade U.S. emissions requirements in  
21 vehicles sold in the United States. These diesel vehicles include the Dodge  
22 Ram 1500 EcoDiesel and Jeep Grand Cherokee EcoDiesel, as well as diesel  
23 vehicles made by Volkswagen, Mercedes, and other manufacturers. Bosch’s  
24 involvement in skirting diesel emissions standards encompasses work with  
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27 <sup>1</sup> Bosch Mission Statement, available at  
28 <http://www.wearebosch.com/index.en.html> (last accessed  
January 12, 2017).



1 multiple companies and predates the identified Class Vehicles in this  
2 Complaint.

3 25. Bosch participated not only in the development of the defeat  
4 device(s), but in the scheme to prevent U.S. regulators from uncovering the  
5 device's true functionality. Moreover, Bosch's participation was not limited to  
6 engineering the defeat device(s). Bosch was a knowing and active participant  
7 in massive conspiracies with Fiat Chrysler, Volkswagen, and other diesel  
8 manufacturers to defraud U.S. consumers, regulators, and the public at large.

9 26. During the Class Period, each Defendant acted as an agent,  
10 servant, employee, or joint venturer of the other Defendants and in doing the  
11 things alleged acted within the course of such agency, employment, or in  
12 furtherance of the joint venture to accomplish the scheme. Each Defendant's  
13 acts alleged herein was done with the permission and consent of each of the  
14 other Defendants. While each of the Defendants are separate legal entities,  
15 each Defendant works together under a common identity as portrayed to the  
16 public and there is sufficient unity of interest and control between each  
17 Defendant such that the acts of one are for the benefit and can be imputed to  
18 the acts of the other.

### 19 JURISDICTION AND VENUE

20 27. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §  
21 1332(d). The matter in controversy exceeds \$5,000,000 exclusive of interest and  
22 costs, and this matter is a class action in which certain class members are  
23 citizens of States other than each Defendant's state of citizenship. The Court  
24 also has jurisdiction pursuant to 28 U.S.C. § 1331 because Plaintiff and the  
25 Class have brought a claim pursuant to 15 U.S.C. § 2301 *et seq.* and claims  
26 under the RICO Act, 18 U.S.C. § 1962. This Court also has supplemental  
27 jurisdiction pursuant to 28 U.S.C. § 1367(a).

28 28. This Court has personal jurisdiction over Plaintiff because Plaintiff

1 resides in San Diego, California. This Court has personal jurisdiction over  
2 each Defendant pursuant to 18 U.S.C. § 1965(b) & (d), and/or California Code  
3 of Civil Procedure section 410.10. This Court has personal jurisdiction over  
4 Defendants because they have minimum contacts with the United States, this  
5 judicial district, and this State, and intentionally availed themselves of the  
6 laws of the United States and this state by distributing, testing, selling, leasing,  
7 and/or providing warranties for Fiat Chrysler vehicles in this State and  
8 District. At least in part because of Fiat Chrysler's and Bosch's misconduct as  
9 alleged in this Complaint, Class Vehicles ended up on this state's roads and in  
10 dozens of dealerships across the state.

11 29. Venue is proper in this Court under 28 U.S.C. § 1391 because Fiat  
12 Chrysler advertises, markets, leases, and sells a substantial number of  
13 automobiles in this District and has dealerships in this District. Furthermore, a  
14 substantial part of the events alleged in this Complaint giving rise to Plaintiff  
15 and the Class's claims, including the false and misleading advertising alleged  
16 herein, occurred in, emanated from and/or were directed from this District.  
17 Venue is also proper in this Court because Fiat Chrysler and Bosch caused  
18 harm to Class Members residing in this District.

### 19 SPECIFIC FACTUAL ALLEGATIONS

#### 20 Emissions regulation in the United States

21 30. 1970 was a turning point for air pollution control in the United  
22 States. First, Congress enacted the Clean Air Act. That Act required a 90%  
23 reduction in emissions from new automobiles by 1975. The EPA, also  
24 established by Congress, is responsible for regulating motor vehicle pollution  
25 as one of its mandates.

26 31. The Clean Air Act was enacted "to protect and enhance the quality  
27 of the Nation's air resources so as to promote the public health and welfare  
28 and the productive capacity of its population," and "to initiate and accelerate

1 a national research and development program to achieve the prevention and  
2 control of air pollution.” 42 U.S.C. § 7401(b)(1)-(2).

3 32. One of the requirements of the Clean Air Act is that vehicle  
4 manufacturers certify to the EPA that their products meet the requisite federal  
5 emission standards to control air pollution. To ensure that every vehicle  
6 introduced into United States commerce satisfies applicable emission  
7 standards the EPA administers a certification program. The EPA issues  
8 certificates of conformity (“COC”), under this standard and approves the  
9 introduction of vehicles satisfying the standards into United States commerce.  
10 Certificates of conformity must be issued by the EPA for every vehicle sold in  
11 the United States.<sup>2</sup> Class Vehicles (light-duty motor vehicles) at issue in this  
12 Complaint, must also obtain the COC. Additionally, emission standards for  
13 certain air pollutants, which include nitrogen oxides (NO<sub>x</sub>), must be satisfied  
14 by the Class Vehicles. 40 C.F.R. § 86.1811-04; 42 U.S.C. § 7401(b)(1)-(2).

15 33. Diesel vehicles face a particular challenge in meeting emission  
16 standards. Diesel engines work by compressing a charge of air until it reaches  
17 high enough pressure and temperature to spontaneously combust diesel fuel,  
18 which is injected into the hot charge, rather than relying on a spark plug to  
19 initiate combustion as in a typical gasoline engine. Diesel engines operate  
20 with higher compression and expansion ratios than gasoline engines, and  
21 without a throttle, and therefore are more fuel efficient. However, because of  
22 the inhomogeneous nature of diesel combustion, and higher flame  
23 temperatures, a diesel engine typically produces more pollutants, which are  
24 more difficult to treat. The World Health Organization deemed them  
25 carcinogenic and approximately as dangerous as asbestos in 2012.

26 34. California Air Resources Board (CARB), a state regulatory body,  
27

28 <sup>2</sup> *Id.*

1 sets emission standards for vehicles operating in the state. Emission reduction  
2 standards for automobiles are set by California's Low Emission Vehicle  
3 Regulations.

4 **Fiat Chrysler aggressively courts environmentally conscious diesel**  
5 **customers**

6 35. Consumers have been growing increasingly more environmentally  
7 conscious, and automotive manufacturers have taken notice, developing  
8 hybrid, electric, hydrogen fuel cell, and "clean" diesel alternatives to standard  
9 gas engines. Over the years, Fiat Chrysler increased its emphasis on diesel  
10 cars and engaged in an extensive marketing campaign to sell more "clean"  
11 diesel vehicles in the United States.

12 36. In 2014, Fiat Chrysler introduced its 3.0 liter "EcoDiesel" engine,  
13 aiming to capitalize on the green vehicle wave. The EcoDiesel engine found its  
14 home in the 2014 Dodge Ram 1500 EcoDiesel and the 2014 Jeep Grand  
15 Cherokee EcoDiesel.

16 37. Fiat Chrysler aggressively markets its EcoDiesel vehicles as having  
17 "advanced clean diesel technology," "unbelievable fuel economy," "ultra  
18 clean," and "emissions compliant." YouTube videos are part of Fiat Chrysler's  
19 advertising campaign for the Jeep EcoDiesel vehicles, including a nearly five-  
20 minute commercial featuring photographers popular on social media that has  
21 been viewed well over a quarter of a million times on YouTube alone.  
22 Another video touted the 2014 Jeep Grand Cherokee EcoDiesel as "the  
23 greenest Jeep we've ever done."

24 38. Fiat Chrysler continued its barrage of advertisements promoting  
25 its vehicles as fuel-efficient, green and safe vehicles at an attractive price. Fiat  
26 Chrysler also represented that the EcoDiesel vehicles have "amazing  
27 capability," "amazing fuel economy," an "amazing powertrain" and an  
28 "amazing range." Yet Fiat Chrysler also emphasized the environmentally

1 friendly nature of the EcoDiesel vehicles and held itself out as a champion of  
2 the environment. These representations were false.

3 39. Fiat Chrysler's widespread television, internet, and social media  
4 marketing paid off. Fiat's EcoDiesel vehicles were being promoted and sales  
5 increased. Fiat Chrysler was awarded as one of the 2014 Ward's 10 Best  
6 Engines for its EcoDiesel engine at an event sponsored in part by Bosch.

7 40. In contradiction to its advertisements, the Class Vehicles were not  
8 environmentally friendly. Instead, Fiat Chrysler and Bosch had knowingly  
9 and intentionally manipulated the Class Vehicle's emission system, and the  
10 Class Vehicles were actually emitting well above the legal limit.

11 **International emissions cheating: real world dirty, road test "clean"**  
12 **diesel**

13 41. After news of the now globally-known emissions cheating by  
14 Volkswagen broke, CARB and EPA looked at other diesel manufacturers with  
15 new vigor. On September 25, 2015, a week after issuing its notice of violation  
16 to Volkswagen, CARB sent a letter to multiple automobile manufacturers,  
17 including Fiat Chrysler, informing them that new testing methods would be  
18 used to screen a host of potentially affected models across a range of years for  
19 non-approved (undisclosed) Auxiliary Emission Control Devices (AECDs)<sup>3</sup>.

20 42. All modern engines are integrated with sophisticated computer  
21 components to manage the vehicle's operation, which includes engine control  
22 units (ECUs). Bosch tested, manufactured and sold the ECU and associated  
23 software (together, the "Bosch ECU") used by Volkswagen, Mercedes, and  
24 other manufacturers, as well as by Fiat Chrysler in the Class Vehicles. Bosch  
25

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26  
27 <sup>3</sup> CARB letter dated September 25, 2015, available at  
28 [https://www.arb.ca.gov/newsrel/arb\\_iuc\\_2015\\_09\\_25\\_final\\_signed\\_letter.pdf](https://www.arb.ca.gov/newsrel/arb_iuc_2015_09_25_final_signed_letter.pdf).

1 has publicly touted the effectiveness of its products for low-emission diesel  
2 vehicles.

3 43. Bosch worked with Fiat Chrysler to create a unique set of  
4 specifications and software code to manage the vehicles' engine operation.

5 44. With respect to the Class Vehicles, the Bosch ECU was also  
6 enabled by Bosch and Fiat Chrysler to surreptitiously evade emissions  
7 regulations. Both the Dodge Ram 1500 and the Jeep Grand Cherokee (the  
8 Class Vehicles) run Bosch software. Bosch and Fiat Chrysler worked together  
9 to develop and implement a specific set of software algorithms for  
10 implementation in the Class Vehicles, which permitted Fiat Chrysler to adjust  
11 fuel levels, exhaust gas recirculation, air pressure levels, and even urea  
12 injection rates (where applicable). When carmakers test their vehicles against  
13 EPA emission standards, they place their cars on dynamometers (large rollers)  
14 and then perform a series of specific maneuvers prescribed by federal  
15 regulations.

16 45. Bosch's ECUs and software gave Volkswagen the ability to detect  
17 test conditions by monitoring vehicle speed, acceleration, engine operation,  
18 ambient air pressure, and even the position of the steering wheel. Fiat  
19 Chrysler used the Bosch ECU, which contained 8 undisclosed AECs (defeat  
20 devices) to reduce the effectiveness of the emission control system when  
21 conditions were detected which were **not the test cycle**. Such non-test-cycle  
22 conditions occur frequently in everyday driving, and lead to the production of  
23 excess amounts of NOx.

24 46. This workaround is illegal. The Clean Air Act expressly prohibits  
25 defeat devices, defined as any auxiliary emission control device "that reduces  
26 the effectiveness of the emission control system under conditions which may  
27 reasonably be expected to be encountered in normal vehicle operation and  
28 use." 40 C.F.R. § 86.1803-01; *see also id.* § 86.1809-10 ("No new light-duty



1 vehicle, light-duty truck, medium-duty passenger vehicle, or complete heavy-  
2 duty vehicle shall be equipped with a defeat device.”). Moreover, the Clean  
3 Air Act prohibits the sale of components used as defeat devices, “where the  
4 person knows or should know that such part or component is being offered  
5 for sale or installed for such use or put to such use.” 42 U.S.C. § 7522(a)(3).  
6 Finally, in order to obtain a COC, automakers must submit an application,  
7 which lists all AECDs installed in the vehicle, a justification for each, and an  
8 explanation of why the control device is not a defeat device.

9 47. To obtain the COCs necessary to sell its vehicles, Fiat Chrysler did  
10 not disclose, and affirmatively concealed, the presence of the test-detecting  
11 and performance altering software code that it developed with Bosch from  
12 government regulators, making the software an illegal defeat device.

13 48. Because the COCs were fraudulently obtained, and because the  
14 Class Vehicles did not conform “in all material respects” to the specifications  
15 provided in the COC applications, the Class Vehicles were never covered by a  
16 valid COC and therefore were never legal for sale, or EPA and/or CARB  
17 compliant, as represented. Fiat and Bosch hid these facts from EPA, other  
18 regulators, and its dealers and consumers. Fiat Chrysler continued to sell and  
19 lease the Class Vehicles to the driving public, despite their illegality, and with  
20 the complicity of Bosch.

21 49. Fiat Chrysler’s illegal workaround was enabled by its close  
22 relationship with Bosch, which derives a sizeable portion of its annual  
23 revenue from developing and manufacturing parts for use in diesel vehicles,  
24 including those made by Fiat Chrysler. Bosch was well aware that Fiat was  
25 using its emissions control components as a defeat device and, in fact, worked  
26 with Fiat Chrysler to develop the software algorithms specifically tailored for  
27 the Class Vehicles.

1                    **Fiat Chrysler gets caught cheating by EPA and CARB**

2            50.    The EPA issued a notice of violation of the Clean Air Act, 42  
3 U.S.C. §§ 7401 - 7671q, and its implementing regulations to Fiat Chrysler on  
4 January 12, 2017. According to the notice, Fiat Chrysler's light-duty diesel  
5 vehicles from 2014-2016 contained at least eight undisclosed AECs that  
6 "appear to cause the vehicle to perform differently when the vehicle is being  
7 tested for compliance with the EPA emission standards using the Federal  
8 emission test procedure (e.g. FTP, US06), than in normal operation and use."<sup>4</sup>  
9 Among other violations, EPA asserts "FCA violated section 203(a)(1) of the  
10 CAA [Clean Air Act], 42 U.S.C. S 7522(a)(1), each time it sold, offered for sale,  
11 introduced into commerce, delivered for introduction into commerce, or  
12 imported (or caused any of the foregoing with respect to) approximately  
13 103,828 new motor vehicles within these test groups."<sup>5</sup> CARB also issued a  
14 notice of violation to Fiat Chrysler on January 12, 2017.

15            51.    Fiat Chrysler did not act alone. At the heart of the diesel scandal  
16 are the Bosch defendants. Bosch was an active and knowing participant in the  
17 scheme to evade U.S. emissions requirements. Bosch manufactured and tested  
18 the engine control unit and software that allowed Fiat Chrysler to implement  
19 the defeat device(s).

20            52.    Defeat devices, like the one(s) used by Fiat Chrysler, cheat the  
21 emission control systems in a vehicle that are used to comply with the Clean  
22 Air Act emission standards. The defeat devices use multiple factors in sensing  
23 whether the vehicle is being tested for compliance with EPA emission

24 \_\_\_\_\_  
25 <sup>4</sup> EPA Notice of Violation for Model Year 2014-2016 diesel light-duty vehicles  
26 (Dodge Ram and Jeep Grand Cherokee), available at  
27 <https://www.epa.gov/sites/production/files/2017-01/documents/fca-caa-nov-2017-01-12.pdf>.

28 <sup>5</sup> *Id.*

1 standards. The parameters of the federal test procedure used for emission  
2 testing for EPA certification purposes are tracked by these inputs.

3 53. The Class Vehicles contain at least eight undisclosed AECDs,  
4 which work to alter the performance of the vehicles when testing conditions  
5 are present. When the Class Vehicles were not being tested, the EcoDiesel  
6 vehicles polluted at levels far above the legal limits set by EPA and CARB.

7 54. Fiat Chrysler's use of the defeat device caused the Class Vehicles  
8 to not conform in all material respects to the vehicle specifications described  
9 in the applications for the COCs. As a result, Fiat Chrysler violated section  
10 203(a)(1) of the Clean Air Act, 42 U.S.C. § 7522(a)(1), by selling, offering for  
11 sale, introducing into commerce, delivering for introduction into commerce,  
12 or importing these vehicles, or for causing any of the foregoing acts.

13 55. Fiat Chrysler violated the Clean Air Act by making and selling  
14 vehicles with defeat devices that cheated emissions testing and also allowed  
15 for higher levels of air emissions than they certified to EPA when not being  
16 tested.

17 56. Fiat Chrysler knew that the defeat devices it designed and  
18 installed would cheat the Clean Air Act emission standards because the  
19 software was designed to track the parameters of the federal test procedure  
20 and alter the emission control system so that it underperformed whenever the  
21 software determined the vehicle was not undergoing emissions testing.

22 57. The purpose of the Clean Air Act and associated regulations is to  
23 reduce emissions of NOx and other pollutants from mobile sources of air  
24 pollution in an effort to protect human health and the environment. NOx  
25 pollution damages the environment and is a risk to human health.

26 58. It is well documented that these pollutants are associated with  
27 serious health effects, including increased asthma attacks and other  
28 respiratory illnesses. Exposure to ozone and particulate matter which result

1 from nitrogen dioxide, a by-product of NO<sub>x</sub> emissions, have been linked to an  
2 increased risk of heart attacks, strokes, and premature death due to  
3 respiratory-related or cardiovascular-related effects. Recent studies have  
4 shown that not only can NO<sub>x</sub> cause or exacerbate a number of health  
5 conditions, but exposure to these toxins are correlated with lower birth weight  
6 and smaller head circumference in babies.<sup>6</sup>

7 59. Eco-friendly vehicles are central to our environment and health.  
8 The largest selling factor for diesel cars is their fuel economy and low carbon  
9 emissions as compared to standard gasoline engines. Diesel fuel also contains  
10 more energy density than gasoline. These characteristics result in anywhere  
11 from 20% to 40% better fuel economy. As a result, the United States and  
12 California governments have encouraged the use of diesel engines to meet  
13 fuel efficiency and greenhouse gas targets.

14 60. The down side of diesel cars is that they emit far more nitrogen  
15 dioxide than standard gasoline engines. Consumers are charged substantially  
16 more upfront when purchasing the vehicles. Class Members, under the  
17 impression they were buying an eco-friendly car among other characteristics,  
18 paid a significant premium for their Class Vehicles.

19 61. According to automotive technology experts, disengaging the  
20 pollution controls on a diesel-fueled car can yield better fuel economy, urea  
21 consumption and performance, including increased torque and acceleration.  
22 Fiat Chrysler benefitted from these features because they increased the Class  
23 Vehicles' selling appeal.

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24  
25 <sup>6</sup> "Review of evidence on health aspects of air pollution – REVIHAAP  
26 Project," World Health Organization, Regional Office for Europe, World  
27 Health Organization 2013.  
28 [http://www.euro.who.int/\\_\\_data/assets/pdf\\_file/0004/193108/REVIHAAP-Final-technical-report-final-version.pdf?ua=1](http://www.euro.who.int/__data/assets/pdf_file/0004/193108/REVIHAAP-Final-technical-report-final-version.pdf?ua=1).

1           62. Fiat Chrysler cheated Class Members by covertly and intentionally  
2 disregarding United States regulations put in place to protect consumers and  
3 the environment.

4           63. Fiat Chrysler charged a substantial premium on their “clean”  
5 diesel vehicles – which Fiat ironically marketed under the term “EcoDiesel.”

6           64. Plaintiff and the Class have been harmed as a result of Fiat  
7 Chrysler’s actions. Members of the Class would not have purchased the Class  
8 Vehicles, and/or would have paid substantially less for their vehicle. The loss  
9 of value to the Class Vehicles is directly attributable to Defendants’ fraudulent  
10 and deceptive actions. The Class Vehicles are not worth as much in a trade or  
11 sale as if the vehicle had been as warranted. The value of the Class Vehicles is  
12 furthered decreased by this actual harm and also the harm to the brand.

13           65. Plaintiff and the Class will more than likely lose the use of their  
14 vehicles as a result of a recall. Moreover, in order for the vehicles to comply  
15 with federal emission standards the vehicles will have reduced fuel economy  
16 and reduced acceleration during real world use after the Class Vehicles are  
17 remediated. As a result, the Plaintiff Class has sustained incidental and  
18 consequential damages as herein alleged.

### 19                           CLASS ACTION ALLEGATIONS

20           66. Plaintiff brings this action as a class action pursuant to Federal  
21 Rule of Civil Procedure 23 on behalf of himself and all others similarly  
22 situated. Plaintiff seeks to represent the following Classes:

#### 23                   **Nationwide RICO Class**

24                   All persons or entities in the United States who owned or  
25                   leased a Class Vehicle.

#### 26                   **California Class**

27                   All current and former owners of Class Vehicles who  
28                   reside in the State of California and/or who purchased or  
                    leased Class Vehicles in California.

1           67. Expressly excluded from the Classes are Defendants and their  
2 subsidiaries, affiliates, officers, directors, and employees.

3           68. Certification of Plaintiff's claims for classwide treatment is  
4 appropriate because Plaintiff can prove the elements of his claims on a  
5 classwide basis using the same evidence as would be used to prove those  
6 elements on an individual basis. The proposed Classes are appropriate under  
7 Rule 23(a), 23(b), 23(b)(2), or 23(b)(3). The proposed Classes are made up of  
8 thousands of persons dispersed throughout California and joinder is  
9 impracticable. The precise number and identity of Class Members are  
10 unknown to Plaintiff at this time, but can be obtained from Fiat Chrysler's  
11 internal records.

12           69. There are questions of law and fact common to the members of the  
13 Classes, which predominate over questions affecting only individual Class  
14 members, including:

- 15           • Whether Bosch designed and manufactured a defeat device;
- 16           • Whether Bosch supplied the defeat device to Fiat Chrysler  
17 with the knowledge that Fiat Chrysler would use it in production of  
18 Class Vehicles;
- 19           • Whether Fiat Chrysler and Bosch engaged in the conduct  
20 alleged in this Complaint;
- 21           • Whether Fiat Chrysler knew about the defeat device and, if  
22 so, how long Fiat Chrysler has known;
- 23           • Whether Fiat Chrysler's publicity and advertising regarding  
24 the environmental friendliness, fuel emission compliance, fuel efficiency  
25 and/or performance of the Class Vehicles was misleading;
- 26           • Whether Fiat Chrysler has engaged in unlawful, unfair or  
27 fraudulent business practices;
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- 1           • Whether Fiat Chrysler misrepresented the emission  
2 standards compliance and credentials, fuel efficiency and/or  
3 performance of the Class Vehicles;
- 4           • Whether Fiat Chrysler misrepresented the emissions levels,  
5 fuel efficiency and/or performance that the Class Vehicles could achieve  
6 under normal driving conditions;
- 7           • Whether Fiat Chrysler publicized and advertised the  
8 environmental friendliness, fuel emission compliance, fuel efficiency  
9 and/or performance of the Class Vehicles;
- 10          • Whether Fiat Chrysler's misrepresentations and omissions  
11 regarding the compliance with emissions levels, environmental  
12 friendliness, fuel efficiency and/or performance of the Class Vehicles  
13 has deceived or is likely to have deceived Plaintiffs and the Class;
- 14          • Whether Bosch acted in concert with Fiat Chrysler and aided  
15 and abetted Fiat Chrysler's fraud;
- 16          • Whether Fiat Chrysler's and Bosch's conduct violates RICO  
17 and other laws;
- 18          • Whether Fiat Chrysler's conduct violated the Magnuson-  
19 Moss Warranty Act;
- 20          • Whether Fiat Chrysler's conduct violated the California  
21 Consumer Legal Remedies Act;
- 22          • Whether Fiat Chrysler's conduct violated California Business  
23 and Professions Code § 17200, *et seq.*;
- 24          • Whether Fiat Chrysler's conduct violated California False  
25 Advertising Law (Business and Professions Code § 17500, *et seq.*);
- 26          • Whether Fiat Chrysler breached express and/or implied  
27 warranties;
- 28

- 1 • Whether Fiat Chrysler's unlawful, unfair or deceptive
- 2 practices have harmed Plaintiff and the Class members;
- 3 • Whether Plaintiff and the members of each Class are entitled
- 4 to equitable or injunctive relief and,
- 5 • Whether Plaintiff and the members of each Class are entitled
- 6 to damages, including punitive damages.

7 70. Plaintiff is a member of the Classes and Plaintiff's claims are  
8 typical of the claims of the Classes.

9 71. Plaintiff is willing and prepared to serve the Court and the  
10 proposed Classes in a representative capacity. Plaintiff will fairly and  
11 adequately protect the interests of the Classes and has no interests adverse to  
12 or which conflict with the interests of the other members of the Classes.

13 72. Plaintiff has engaged the services of counsel who are experienced  
14 in complex class litigation, will adequately prosecute this action, and will  
15 assert and protect the rights of and otherwise represent the Plaintiff and  
16 absent Class members.

17 73. The prosecution of separate actions by individual members of the  
18 Classes would create a risk of inconsistency and varying adjudications,  
19 establishing incompatible standards of conduct for Fiat Chrysler and Bosch.

20 74. Fiat Chrysler and Bosch have acted on grounds generally  
21 applicable to the Classes, thereby making relief with respect to the members  
22 of the Classes as a whole appropriate.

23 75. A class action is superior to other available means for the fair and  
24 efficient adjudication of this controversy. Prosecution of the complaint as a  
25 class action will provide redress for individual claims too small to support the  
26 expense of complex litigation and reduce the possibility of repetitious  
27 litigation.

**FIRST CAUSE OF ACTION**

**Violations of Racketeer Influenced and Corrupt Organizations Act (RICO)**

**18 U.S.C. § 1962(c) - (d)**

**(On Behalf of Plaintiff and the Nationwide RICO Class against all defendants)**

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76. Plaintiff re-alleges and incorporates by reference the allegations set forth above.

77. Plaintiff brings this claim individually and on behalf of the Nationwide RICO Class against all defendants.

78. Defendants are all “persons” under 18 U.S.C. § 1961(3) because they are capable of holding, and do hold, “a legal or beneficial interest in property.”

79. Section 1962(c) makes it “unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise’s affairs through a pattern of racketeering activity.” Section 1962(d), in turn, makes it unlawful for “any person to conspire to violate.”

80. For many years now, defendants have aggressively sought to increase the sales of Class Vehicles in an effort to bolster revenue, augment profits and increase Fiat Chrysler’s share of the diesel vehicle market. Finding it impossible to achieve their goals lawfully, however, Bosch and Fiat resorted instead to orchestrating a fraudulent scheme and conspiracy. In particular, Bosch and Fiat, along with other entities and individuals, created and/or participated in the affairs of an illegal enterprise (the “Enterprise”) that’s primary purpose was to deceive the regulators and the public into believing the Class Vehicles were “clean” and “environmentally friendly.” As explained in greater detail below, Bosch’s and Fiat’s acts in furtherance of the Enterprise

1 violate section 1962(c) and (d).

2 81. Upon information and belief, the Enterprise consisted of FCA US  
3 LLC, Fiat Chrysler Automobiles N.V., Robert Bosch GmbH, and Robert Bosch  
4 LLC.

5 82. Bosch tested, manufactured, advertised and sold the electronic  
6 control unit and associated software that managed the emissions control  
7 system used by Fiat Chrysler in the Class Vehicles (referred to collectively as  
8 the "Bosch ECU").

9 83. Bosch's bad acts are not limited to the conspiracy with Fiat  
10 Chrysler that is the subject of this Complaint. Bosch also worked with  
11 Volkswagen, Mercedes, and other manufacturers to develop and implement a  
12 specific and unique sets of software algorithms for those manufacturers to  
13 surreptitiously evade emissions regulations.

14 84. In this case, Bosch customized the ECU for installation in the Class  
15 Vehicles with unique software code to detect when the vehicle was  
16 undergoing emissions testing, as described above.

17 85. Bosch's involvement in emissions cheating came to light during  
18 the litigation concerning Volkswagen's defeat device. As was publicly  
19 reported, the Bosch defendants, seeking to conceal their involvement in the  
20 unlawful Enterprise, sent a letter to Volkswagen AG in 2007 stating that  
21 Volkswagen diesels could not be lawfully operated if the LNT or SCR after-  
22 treatment was disabled.<sup>7</sup> The exact same logic applies to the Fiat Chrysler  
23 Class Vehicles., as several of the AECs identified by EPA alter SCR (selective  
24 catalytic reduction). For example:

25 The operation of AEC #4 [DEF Dosing Disablement during  
26 \_\_\_\_\_

27 <sup>7</sup> Stef Shrader, *Feds Are Now Investigating Volkswagen Supplier Bosch Over Dieselgate*, Jalopnik (Nov. 19, 2015), <http://jalopnik.com/feds-are-now-investigating-volkswagen-supplierbosch-ov-1743624448>.  
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1 SCR Adaptation], particularly when combined with AECD #8  
2 [Use of Load Governor to Delay Ammonia Refill of SCR  
3 Catalyst], increases emissions of tailpipe NO<sub>x</sub> under conditions  
4 reasonably expected to be encountered in normal vehicle  
5 operation and use.

6 EPA NOV letter dated January 12, 2017, pp. 5-6.

7 86. The persons and entities described in paragraph 81 are members  
8 of and constitute an “association-in-fact” enterprise.

9 87. At all relevant times, the Enterprise: (a) had an existence separate  
10 and distinct from each defendant; (b) was separate and distinct from the  
11 pattern of racketeering in which defendants engaged; and (c) was an ongoing  
12 organization consisting of legal entities, including Fiat Chrysler and Bosch,  
13 and other entities and individuals associated for the common purpose of  
14 designing, manufacturing, distributing, testing, and selling the Class Vehicles  
15 through fraudulent COCs and EOs, false emissions tests, deceptive and  
16 misleading marketing and materials, and deriving profits and revenues from  
17 those activities. Each member of the Enterprise shared in the bounty  
18 generated by the enterprise, i.e., by sharing the benefit derived from increased  
19 sales revenue generated by the scheme to defraud consumers and franchise  
20 dealers alike nationwide.

21 88. The Enterprise functioned by selling vehicles and component parts  
22 to the consuming public. Many of these products are legitimate, including  
23 vehicles that do not contain defeat devices. However, Bosch, Fiat Chrysler,  
24 and their co-conspirators, through their illegal Enterprise, engaged in a  
25 pattern of racketeering activity, which involves a fraudulent scheme to  
26 increase revenue for defendants and the other entities and individuals  
27 associated-in-fact with the Enterprise’s activities through the illegal scheme to  
28 sell the Class Vehicles.

89. The Enterprise engaged in, and its activities affected interstate and  
foreign commerce, because it involved commercial activities across state  
boundaries, such as the marketing, promotion, advertisement and sale or

1 lease of the Class Vehicles throughout the country, and the receipt of monies  
2 from the same.

3 90. Within the Enterprise, there was a common communication  
4 network by which co-conspirators shared information on a regular basis. The  
5 Enterprise used this common communication network for the purpose of  
6 manufacturing, marketing, testing, and selling the Class Vehicles to the  
7 general public nationwide.

8 91. Each participant in the Enterprise had a systematic linkage to each  
9 other through corporate ties, contractual relationships, financial ties, and  
10 continuing coordination of activities. Through the Enterprise, Bosch and Fiat  
11 functioned as a continuing unit with the purpose of furthering the illegal  
12 scheme and their common purposes of increasing their revenues and market  
13 share, and minimizing losses.

14 92. Defendants participated in the operation and management of the  
15 Enterprise by directing its affairs, as described herein. While Bosch and Fiat  
16 Chrysler participated in, and are members of, the enterprise, they have a  
17 separate existence from the enterprise, including distinct legal statuses,  
18 different offices and roles, bank accounts, officers, directors, employees,  
19 individual personhood, reporting requirements, and financial statements.

20 93. Fiat Chrysler exerted substantial control and participated in the  
21 affairs of the Enterprise by:

- 22 (a) Designing the Class Vehicles with defeat devices;
- 23 (b) Failing to correct or disable the defeat devices when warned;
- 24 (c) Manufacturing, distributing, and selling the Class Vehicles  
25 that emitted greater pollution than allowable under the  
26 applicable regulations;
- 27 (d) Misrepresenting and omitting, or causing such  
28 misrepresentations and omissions to be made, vehicle



- 1 specifications on COC and EO applications;
- 2 (e) Introducing the Class vehicles into the stream of U.S.
- 3 commerce without a valid EPA COC and/or CARB EO;
- 4 (f) Concealing the existence of the defeat devices and the
- 5 unlawfully high emissions from regulators and the public;
- 6 (g) Persisting in the manufacture, distribution, and sale of the
- 7 Class Vehicles even after questions were raised about the
- 8 emissions testing and discrepancies concerning the same;
- 9 (h) Misleading government regulators as to the nature of the
- 10 defeat devices and the defects in the Class Vehicles;
- 11 (i) Designing and distributing marketing materials that
- 12 misrepresented and concealed the defect in the Class Vehicles;
- 13 (j) Otherwise misrepresenting or concealing the defective nature
- 14 of the Class Vehicles from the public and regulators; and
- 15 (k) Illegally selling and/or distributing the Class Vehicles;
- 16 collecting revenues and profits from the sale of such products,
- 17 and ensuring that the other defendants and unnamed co-
- 18 conspirators complied with the fraudulent scheme.

19 94. Bosch also participated in, operated, and/or directed the

20 Enterprise. Bosch participated in the fraudulent scheme by manufacturing,

21 installing, testing, modifying, and supplying the Bosch ECU, which effectively

22 evaded emissions requirements and regulations. Bosch exercised tight control

23 over the coding and other aspects of the software and closely collaborated

24 with Fiat Chrysler to develop, customize, and calibrate the Bosch ECU and/or

25 8 undisclosed AECs. Additionally, Bosch continuously cooperated with Fiat

26 Chrysler to ensure that the Bosch ECU was fully integrated into the Class

27 Vehicles. Bosch also participated in the affairs of the Enterprise by concealing

28 the defeat devices on U.S. documentation and in communications with U.S.

1 regulators. Bosch collected millions of dollars in revenues and profits from the  
2 Bosch ECUs installed in the Class Vehicles.

3 95. Without defendants' willing participation, including Bosch's  
4 active involvement in developing and supplying the critical defeat devices for  
5 the Class Vehicles, the Enterprise's scheme and common course of conduct  
6 would not have been successful.

7 96. Bosch and Fiat Chrysler directed and controlled the ongoing  
8 organization necessary to implement the scheme at meetings and through  
9 communications of which Plaintiff cannot fully know at present, because  
10 Bosch, Fiat, and other unidentified co-conspirators control such information.

11 97. The members of the Enterprise all served a common purpose;  
12 namely, to outsell their law-abiding competitors and increase their revenues  
13 through the sale of as many Class Vehicles (including the emissions  
14 components made and sold by Bosch) as possible. Each member of the  
15 Enterprise shared the bounty generated by the enterprise, i.e., by sharing the  
16 benefit derived from increased sales revenue generated by the scheme to  
17 defraud. Fiat Chrysler sold more Class Vehicles by using an emissions control  
18 system that was cheaper to install and allowed for generous performance and  
19 efficiency tuning, all the while charging consumers a premium for  
20 purportedly "clean," "environmentally friendly" and "fuel efficient" Class  
21 Vehicles. The Bosch defendants, in turn, sold more ECUs because Fiat  
22 Chrysler manufactured and sold more Class Vehicles. Bosch and Fiat achieved  
23 their common purpose by repeatedly misrepresenting and concealing the  
24 nature of the Class Vehicles and the ability of the emissions control systems  
25 (including the Bosch-supplied parts) to effectively reduce toxic emissions  
26 during normal operating conditions.

27 98. To carry out, or attempt to carry out the scheme to defraud, Bosch  
28 and Fiat conducted or participated in the conduct of the affairs of the

1 Enterprise through a pattern of racketeering activity that employed the use of  
2 the mail and wire facilities, in violation of 18 U.S.C. §§ 1341 (mail fraud) and  
3 1343 (wire fraud).

4 99. Specifically, Bosch and Fiat Chrysler participated in the scheme to  
5 defraud by using mail, telephone, and the Internet to transmit writings  
6 travelling in interstate or foreign commerce.

7 100. Defendants' use of the mails and wires include, but are not limited  
8 to, the transmission, delivery, or shipment of the following by Bosch, Fiat  
9 Chrysler, or third parties that were foreseeably caused to be sent as a result of  
10 Bosch's and Fiat's illegal scheme:

- 11 (a) orders of and invoices for Class Vehicles;
  - 12 (b) communications within the Enterprise;
  - 13 (c) shipments of Class Vehicles;
  - 14 (d) invoices for component parts;
  - 15 (e) false or misleading communications, including  
16 advertisements, representing the Class Vehicles as emissions  
17 compliant or environmentally friendly;
  - 18 (f) documents intended to facilitate the sale of Class Vehicles;
  - 19 (g) revenues and profits to members of the Enterprise;
  - 20 (h) meeting invitations, agendas, and minutes;
  - 21 (i) other paperwork and communications concerning the Class  
22 Vehicles and/or Bosch ECU;
  - 23 (j) bills of lading, invoices, shipping records, reports, and  
24 correspondence;
  - 25 (k) deposits of proceeds; and
  - 26 (l) other documents and things, including electronic  
27 communications.
- 28

1           101. The mail and wire transmissions described herein were made in  
2 furtherance of Bosch's and Fiat's scheme and common course of conduct to  
3 deceive regulators and consumers and lure consumers into purchasing the  
4 Class Vehicles, which Bosch and Fiat knew or recklessly disregarded as  
5 emitting illegal amounts of pollution, despite their advertising campaign that  
6 the Class Vehicles were "clean" diesel cars.

7           102. Many of the precise dates of the fraudulent uses of the U.S. Mail  
8 and interstate wire facilities have been deliberately hidden, and cannot be  
9 alleged without access to Bosch's and Fiat's books and records. However,  
10 Plaintiff has described the types of, and in some instances, occasions on which  
11 the predicate acts of mail and/or wire fraud occurred. They include  
12 thousands of communications to perpetuate and maintain the scheme,  
13 including the things and documents described in the preceding paragraphs.

14           103. Defendants have not undertaken the practices described herein in  
15 isolation, but as part of a common scheme and conspiracy. In violation of 18  
16 U.S.C. § 1962(d), Bosch and Fiat Chrysler conspired to violate 18 U.S.C. §  
17 1962(c), as described herein. Various other persons, firms and corporations,  
18 including third-party entities and individuals not named as defendants in this  
19 Complaint, have participated as co-conspirators with Bosch and Fiat in these  
20 offenses and have performed acts in furtherance of the conspiracy to increase  
21 or maintain revenues, increase market share, and/or minimize losses for  
22 Bosch, Fiat Chrysler, and their unnamed co-conspirators throughout the  
23 illegal scheme and common course of conduct.

24           104. Bosch and Fiat Chrysler aided and abetted others in the violations  
25 of the above laws, thereby rendering them indictable as principals in the 18  
26 U.S.C. §§ 1341 and 1343 offenses.

27           105. To achieve their common goals, Bosch and Fiat hid from the  
28 general public the unlawfulness and emission dangers of the Class Vehicles

1 and obfuscated the true nature of the defect even after regulators raised  
2 concerns. Bosch and Fiat suppressed and/or ignored warnings from third  
3 parties, whistleblowers, and governmental entities about the discrepancies in  
4 emissions testing and the defeat devices present in the Class Vehicles.

5 106. Bosch, Fiat Chrysler, and each member of the conspiracy, with  
6 knowledge and intent, have agreed to the overall objectives of the conspiracy  
7 and participated in the common course of conduct to commit acts of fraud  
8 and indecency in designing, manufacturing, distributing, marketing, testing,  
9 and/or selling the Class Vehicles (and the defeat devices contained therein).

10 107. Indeed, for the conspiracy to succeed, Bosch, Fiat Chrysler, and  
11 their coconspirators had to agree to implement and use the similar devices  
12 and fraudulent tactics – specifically complete secrecy about the defeat devices  
13 in the Class Vehicles.

14 108. Bosch and Fiat Chrysler knew and intended that government  
15 regulators, as well as Plaintiff and Class members, would rely on the material  
16 misrepresentations and omissions made by them about the Class Vehicles.  
17 Bosch and Fiat knew and intended Plaintiff and the Class would incur costs  
18 and damages as a result. As fully alleged herein, Plaintiff and the Class relied  
19 upon Bosch's and Fiat's representations and omissions that were made or  
20 caused by them. Plaintiff's reliance is made obvious by the fact that: (1) they  
21 purchased hundreds of thousands of vehicles that never should have been  
22 introduced into the U.S. stream of commerce and whose worth is far less. In  
23 addition, the EPA, CARB, and other regulators relied on the  
24 misrepresentations and material omissions made or caused to be made by  
25 defendants; otherwise Fiat Chrysler could not have obtained valid COCs and  
26 EOs to sell the Class Vehicles.

27 109. Bosch's and Fiat's conduct in furtherance of this scheme was  
28 intentional. Plaintiff and the Class were harmed as a result of defendants'

1 intentional conduct. Plaintiff, the Class, regulators and consumers, among  
2 others, relied on Bosch's and Fiat's material misrepresentations and  
3 omissions.

4 110. During the design, manufacture, testing, marketing and sale of the  
5 Class Vehicles, Bosch and Fiat Chrysler shared technical, marketing and  
6 financial information that plainly revealed the emissions control systems in  
7 the Class Vehicles as the ineffective, illegal and fraudulent piece of technology  
8 they were and are. Nevertheless, Bosch and Fiat Chrysler shared and  
9 disseminated information that deliberately represented Class Vehicles as  
10 "clean," "environmentally friendly," and "fuel efficient."

11 111. By reason of and as a result of the conduct of Bosch and Fiat  
12 Chrysler, and, in particular, their pattern of racketeering activity, Plaintiff and  
13 the Class have been injured in multiple ways, including, but not limited to:

- 14 (a) Overpayment for Class Vehicles, as Plaintiff and Class  
15 believed that they were paying for vehicles that met certain  
16 emission and fuel efficiency standards and obtained vehicles  
17 that were not legal to sell in the United States; and  
18 (b) The value of the Class Vehicles has diminished, thus reducing  
19 their sale and resale value.

20 112. Bosch's and Fiat's violations of 18 U.S.C. § 1962(c) and (d) have  
21 directly and proximately caused injuries and damages to Plaintiff and the  
22 Class, and Plaintiff and the Class are entitled to bring this action for three  
23 times their actual damages, as well as injunctive/equitable relief, costs, and  
24 reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c). Bosch and Fiat  
25 knew, understood, and intended for members of the Class to purchase the  
26 Class Vehicles, and knew, understood, and foresaw that revelation of the  
27 truth would injure members of the Class.



**SECOND CAUSE OF ACTION**

**Violation of the Magnuson-Moss Warranty Act**

**15 U.S.C. § 2301 *et seq.***

**(On Behalf of Plaintiff and the California Class against the Fiat Chrysler defendants)**

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6 113. Plaintiff re-alleges and incorporates by reference the allegations  
7 set forth above.

8 114. This claim is brought by Plaintiff and the California Class under  
9 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*

10 115. The Class Vehicles are consumer products as defined in 15 U.S.C.  
11 § 2301(1).

12 116. Fiat Chrysler is a supplier and warrantor as defined in 15 U.S.C. §  
13 2301(4)-(5).

14 117. Written warranties as defined in 15 U.S.C. §2301(6)(A) and/or (B),  
15 which Fiat Chrysler has breached were received by Plaintiff and the Class.

16 118. Plaintiff and the Class are “consumers” as defined in 15 U.S.C. §  
17 2301(3). Because they bought a Class Vehicle, they are consumers, and they  
18 are entitled to enforce both written and implied warranties under California  
19 law.

20 119. Under 15 U.S.C. § 2310(e), Plaintiff and the Class are not required  
21 to provide Fiat Chrysler notice of this class action and an opportunity to cure  
22 until the time the Court determines the representative capacity of Plaintiff  
23 pursuant to F.R.Civ.P. 23.

24 120. Fiat Chrysler breached their written warranties, and are therefore  
25 liable to Plaintiff and the Class under 15 U.S.C. § 2310(d)(1).

26 121. As part of the sale transactions relating to the Class Vehicles, Fiat  
27 Chrysler gave an implied warranty under the Act. As part of that implied  
28 warranty, Fiat warranted that the Class Vehicle complied with all applicable

1 federal and state regulations, including emission regulations. The implied  
2 warranty of merchantability was breached by Fiat.

3 122. As a result of Fiat Chrysler’s breaches of the warranties to  
4 Plaintiff, Plaintiff and the Class are entitled to damages. These damages  
5 include economic damages including either a return of Plaintiff and Class  
6 Members’ purchase price; and/or the difference between the price paid for  
7 the Class Vehicle as warranted and the actual value of the Class Vehicle as  
8 delivered, and consequential damages.

9 123. Further, Plaintiff and the Class are entitled to reasonable  
10 attorneys’ fees and costs as determined by the Court.

11 **THIRD CAUSE OF ACTION**

12 **Violation of the Unfair Competition Act**

13 **Cal. Bus. & Prof. Code § 17200 *et seq.***

14 **(On Behalf of Plaintiff and the California Class against the Fiat Chrysler**  
15 **defendants)**

16 124. Plaintiff re-alleges and incorporates by reference each of the  
17 paragraphs set forth above as though fully set forth herein.

18 125. Plaintiff and members of the general public bring this claim  
19 pursuant to the “unlawful” prong of Business & Professions Code §§ 17200 *et*  
20 *seq.* (“UCL”), which provides that “unfair competition shall mean and include  
21 any unlawful, unfair or deceptive business act or practice and unfair,  
22 deceptive, untrue or misleading advertising and any act prohibited by  
23 Chapter I (commencing with Section 17500) as Part 3 of Division 7 of the  
24 Business and Professions Code.”

25 126. Fiat Chrysler has violated and continues to violate section 17200’s  
26 prohibition against engaging in “unlawful” business acts or practices, by,  
27 among other things:

- 28
- Violating the CLRA, Civil Code section 1750, *et seq.*;

- 1 • Violating federal environmental laws, including the Clean Air Act;
- 2 and
- 3 • Violating Business & Professions Code section 17500, *et seq.*

4 127. Fiat Chrysler also acted fraudulently and unfairly for purposes of  
5 section 17200. Fiat Chrysler's misrepresentations and omissions regarding the  
6 Class Vehicles' emissions, environmental standards, fuel efficiency, and  
7 performance in their advertising, public statements and marketing were a  
8 material factor in inducing Plaintiff and the Class to purchase their Class  
9 Vehicles.

10 128. As a result of Fiat Chrysler's unlawful business acts and practices,  
11 Plaintiff and the Class suffered injury in fact and lost money and/or property.  
12 Each class member suffered harm when each was required to pay a purchase  
13 price for their Class Vehicles which they never would have purchased if the  
14 true facts were known; or paid a price in excess of what a Class member  
15 would have paid if Fiat Chrysler had accurately disclosed the Class Vehicles'  
16 characteristics and in the form of decreased resale value of the Vehicles.

17 129. Plaintiff and the Class are entitled to full restitution and  
18 disgorgement of the profits from Defendants' unlawful business practices.

19 130. Plaintiff is also entitled to equitable relief as a result of Fiat  
20 Chrysler's violations of the Business & Professions Code section 17200, *et seq.*  
21 Plaintiff and Class are entitled to such relief in the form of full restitution for  
22 the inflated sale price of the Vehicles.

23 131. Plaintiff and the Class also seek an order enjoining Fiat Chrysler  
24 from continuing their unlawful business practices and from continuing such  
25 conduct in the future.

**FOURTH CAUSE OF ACTION**

**Violation of the False Advertising Law**

**Cal. Bus. & Prof. Code § 17500, *et seq.***

**(On Behalf of Plaintiff and the California Class against the Fiat Chrysler defendants)**

132. Plaintiff re-alleges and incorporates by reference each of the paragraphs set forth above as though fully set forth herein.

133. Plaintiff and the Class bring this cause of action pursuant to Business & Professions Code §§ 17500, *et seq.*, which provides that it is unlawful for any person or corporation, or any employee thereof “with intent directly or indirectly to dispose of real or personal property . . . or to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated before the public in this state, or to make or disseminate or cause to be made or disseminated from this state before the public in any state, in any newspaper or other publication, or any advertising device, or by public outcry or proclamation, or in any other manner or means whatever, including over the Internet, any statement, concerning that real or personal property . . . or concerning any circumstance or matter of fact connected with the proposed performance or disposition thereof, which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.”

134. By disseminating false and misleading messages in their advertising about the fuel efficiency, environmentally friendly emissions and performance, Fiat Chrysler violated California’s False Advertising Law, Business & Professions Code section 17500, *et seq.*

135. Fiat Chrysler’s representations and/or omissions have deceived and were and are likely to deceive Plaintiff, the Class, and consumers nationwide and were a substantial and material factor in their decisions to

1 purchase Class Vehicles. Were Plaintiff and the Class aware of the actual facts,  
2 they would not have purchased the Class Vehicles or would have paid  
3 substantially less for their vehicles.

4 136. Fiat Chrysler's conduct is and has been substantially similar  
5 conduct with respect to Plaintiff and to each member of the Class.

6 137. Fiat Chrysler's false and misleading advertising caused Plaintiff  
7 and the Class injury in fact and lost money and/or property. Plaintiff and  
8 Class members suffered harm when each was required to pay a purchase  
9 price in excess of what a Class member would have paid if Fiat Chrysler had  
10 accurately disclosed the Class Vehicles' characteristics and in the form of  
11 decreased resale value of the Class Vehicles.

12 138. Plaintiff and the Class are entitled to equitable relief in the form of  
13 full restitution of all monies paid for the sales price of the Vehicles,  
14 diminished value of the Class Vehicles, and/or disgorgement of the profits  
15 derived from Fiat Chrysler's false and misleading advertising.

16 139. Plaintiff and the Class also seek an order enjoining Fiat Chrysler  
17 from such future conduct.

## 18 FIFTH CAUSE OF ACTION

### 19 **Fraud**

20 **(On Behalf of Plaintiff and the California Class against the Fiat Chrysler**  
21 **defendants)**

22 140. Plaintiff re-alleges and incorporates by reference each of the  
23 paragraphs set forth above as though fully set forth hereinafter.

24 141. The material facts Fiat Chrysler misrepresented, omitted and/or  
25 concealed from Plaintiff include:

26 142. Representing to consumers purchasing the Class Vehicles that  
27 these vehicles' emissions, fuel efficiency, and performance are as advertised  
28 and publicized.

1 143. Representing in their advertising emissions and environmental  
2 characteristics for the Class Vehicles that are false.

3 144. Plaintiff and the Class members have suffered harm as a result of  
4 these misrepresentations, concealments, and violations.

5 145. Fiat Chrysler's public statements, misrepresentations, and  
6 omissions regarding the Class Vehicles' environmentally friendly properties,  
7 including their emissions, environmental standards, fuel efficiency, and  
8 performance in their advertising, were substantial and material factors in  
9 inducing Plaintiff and the Class to purchase their Class Vehicles. Plaintiff and  
10 the Class suffered injury in fact and lost money and/or property as a result of  
11 Fiat Chrysler's unlawful business acts and practices, and Class members have  
12 suffered harm when each was required to pay a purchase price for their Class  
13 Vehicle in excess of what a Class member would have paid if Fiat Chrysler  
14 had accurately disclosed the Class Vehicles' characteristics and in the form of  
15 decreased resale value of the Vehicles.

16 146. Accurate information about the environmental properties of its  
17 vehicles, their environmental friendliness, emissions, fuel efficiency and  
18 performance were concealed from Plaintiff and the Class.

19 147. Said representations were made by Fiat Chrysler when Fiat  
20 Chrysler either knew that the representations were false, or made the  
21 representations recklessly and without regard for their truth.

22 148. Fiat Chrysler had a duty and violated said duty to disclose the  
23 true characteristics of the Class Vehicles due to their superior knowledge as  
24 well as due to their affirmative misrepresentations regarding the  
25 environmental friendliness of the vehicles.

26 149. Fiat Chrysler's conduct was intended to induce Plaintiff and the  
27 Class to rely on their representations. Fiat Chrysler intended to induce  
28 Plaintiff and the Class to: (a) purchase Class Vehicles; and (b) to purchase



1 Class Vehicles at a higher purchase price, than they would have absent Fiat  
2 Chrysler's misrepresentations and concealment.

3 150. Reliance by Plaintiff and the Class was reasonable based upon Fiat  
4 Chrysler's representations regarding the characteristics of the Class Vehicles.  
5 And Plaintiff and the Class's reasonable reliance upon Fiat Chrysler's  
6 representations was a substantial factor in causing their harm.

7 151. As a direct and legal result of Fiat Chrysler's fraud, Plaintiff and  
8 the Class have sustained damages in an amount to be determined at trial.

9 152. The aforementioned acts of Defendants, and each of them, were  
10 done maliciously, oppressively, and fraudulently, and Plaintiff and the Class  
11 are entitled to punitive and exemplary damages in an amount be shown  
12 according to proof at trial.

13 **SIXTH CAUSE OF ACTION**

14 **Breach of Implied Warranty**

15 **(On Behalf of Plaintiffs and the California Class against the Fiat Chrysler**  
16 **defendants)**

17 153. Plaintiff re-alleges and incorporates by reference each of the  
18 paragraphs set forth above as though fully set forth herein.

19 154. Fiat Chrysler impliedly warranted to persons purchasing the Class  
20 Vehicles that these vehicles were what they were represented to be.

21 155. Fiat Chrysler's implied warranties induced Plaintiff and other  
22 Class members to purchase the Class Vehicles from Fiat Chrysler. Plaintiff and  
23 Class members both directly and indirectly believed and relied upon by these  
24 implied warranties. And said implied warranties induced them to choose Fiat  
25 Chrysler's Class Vehicles. Plaintiff and the Class's reliance was justified, and  
26 was based on Fiat Chrysler's skill, expertise, and judgment in the design,  
27 manufacturing, testing, labeling, distribution, or sale of such products.  
28





1 Plaintiff and the Class all material facts within Fiat Chrysler's knowledge.

2 166. Fiat Chrysler deceived Plaintiff and the Class by concealing from  
3 them the true facts concerning the Class Vehicles that Fiat Chrysler was  
4 obligated to disclose. As set forth above, Fiat Chrysler knew the  
5 representations made about the Class Vehicles' emissions and performance  
6 were untrue or misleading, but concealed those facts from Plaintiff and the  
7 Class.

8 167. Fiat Chrysler knew that these omissions were material and that  
9 Plaintiff and the Class would rely on these omissions to their detriment.  
10 Plaintiff and the Class did in fact rely on these omissions such that had they  
11 known the true facts, they would have acted differently.

12 168. As a result of the deceit by concealment by Fiat Chrysler, Plaintiff  
13 and the Class suffered the injuries and damages set forth above.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff, on his own behalf and on behalf of the Class,  
16 prays for relief as follows:

- 17 1. An Order appointing Plaintiff to represent the proposed California  
18 Class and Nationwide RICO Class pursuant to Fed. R. Civ. P. 23(a)  
19 and designating their counsel as Class Counsel;
  - 20 2. An Order enjoining Fiat Chrysler from future violations of the CLRA,  
21 16 C.F.R. section 259.2, Business & Professions Code section 17200, *et*  
22 *seq.*, Business & Professions Code section 17500, *et seq.*, as alleged  
23 herein;
  - 24 3. An Order awarding Plaintiff and the Class restitution and/or  
25 disgorgement;
  - 26 4. An Order awarding Plaintiff and the Class compensatory damages;
  - 27 5. An Order awarding Plaintiff and the Class punitive damages;
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- 6. An Order awarding Plaintiff attorney’s fees, expert witness fees and other costs, including pre-judgment and post-judgment interest thereon to the extent allowed by law; and
- 7. Such other relief as the Court deems proper.

**DEMAND FOR JURY TRIAL**

Plaintiff, on behalf of himself and the proposed Class, hereby demands a trial by jury as to all matters so triable.

Dated: January 13, 2017

CASEY GERRY SCHENK  
FRANCAVILLA BLATT & PENFIELD,  
LLP

By: s/ Gayle M. Blatt  
GAYLE M. BLATT  
Attorneys for Plaintiff

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

Albert Sebastian

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Casey Gerry Schenk Francavilla Blatt and Pennfield, LLP 110 Laurel St., San Diego, CA 92101 619.238.1811

DEFENDANTS

FCA US LLC; Fiat Chrysler Automobiles N.V.; Robert Bosch GmbH; Robert Bosch LLC

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

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

Attorneys (If Known)

'17CV0085 WQHJLB

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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, 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)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal codes and descriptions.

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): 18 U.S.C. § 1962 (RICO)

Brief description of cause: Plaintiff seeks to represent a class of people defrauded by defendants re: "EcoDiesel" vehicles

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE Edward M. Chen DOCKET NUMBER 3:16-cv-06909-EMC

DATE 01/13/2017 SIGNATURE OF ATTORNEY OF RECORD s/ Gayle M. Blatt

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## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

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