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Michael B. Gallub, Esq. (*pro hac vice* to be filed)  
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Livingston, New Jersey 07039  
Telephone: (973) 535-8840

*Attorneys for Defendant,  
Audi of America, LLC*

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

DONALD F. BROWNE, JR., on behalf  
of himself and all others similarly  
situated,

Plaintiffs,

vs.

AUDI AG and AUDI OF AMERICA,  
LLC,

Defendants.

Civil Action

No. \_\_\_\_\_

***Document electronically filed***

**NOTICE OF REMOVAL**

[Previously pending in the Superior  
Court of New Jersey, Camden County,  
Law Division, Docket No. L-002684-  
18]

**TO: The Judges of the United States District  
Court for the District of New Jersey**

**PLEASE TAKE NOTICE THAT** Defendant Audi of America, LLC, (also  
referred to herein as “Defendant”), by and through its counsel, Chase, Kurshan,  
Herzfeld & Rubin, LLC, respectfully requests that this action be removed from the

Superior Court of New Jersey, Law Division, Camden County to the United States District Court for the District of New Jersey pursuant to 28 U.S.C. §§ 1332(d) and 1441(a), and in support thereof states as follows:

1. This civil action was commenced and is pending in the Superior Court of the State of New Jersey, Camden County, under Case Number L-002684-18.

2. The Class Action Complaint (“Complaint”) in this matter was filed on July 19, 2018, and served upon Audi of America, Inc.’s agent for service of process on August 2, 2018. A true and correct copy of the summons and complaint is attached as Exhibit A.

3. The time within which to answer or move with respect to the Complaint has not expired, and removal is timely pursuant to 28 U.S.C. § 1446(b)(1); *Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 347-48 (1999) (time for removal runs from receipt of formal service of process).

**FEDERAL JURISDICTION EXISTS UNDER THE CLASS ACTION**

**FAIRNESS ACT OF 2005, 28 U.S.C. § 1332(d)**

4. Defendant Audi of America, LLC may remove this case pursuant to the Class Action Fairness Act of 2005 (“CAFA”), Pub. L. No. 109-2, 119 Stat. 4, codified in relevant part at 28 U.S.C. §§ 1332(d) and 1453. Specifically, subject matter jurisdiction exists under CAFA because: (a) at least one member of the

potential class is a citizen of a different state than Audi of America, LLC and Audi AG; (b) the proposed class exceeds one hundred members; and (c) the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and costs.

Minimal Diversity of Citizenship Exists

5. Minimal diversity exists under CAFA where one or more class members (named or unnamed) is a citizen of a state different from any defendant. 28 U.S.C. §§ 1332(d)(1)(D) and 1332(d)(2)(A).

6. Defendant Audi of America, LLC is a citizen of Delaware and Virginia within the meaning of 28 U.S.C. § 1332(d). Audi of America, LLC is a limited liability company organized under the laws of Delaware, and having its principal place of business in Herndon, Virginia. Compl. ¶ 12; *see Coleman v. Chase Home Fin. LLC*, 2009 U.S. Dist. LEXIS 40162, \*5 (D.N.J. May 11, 2009) (holding that under CAFA a LLC is “a citizen of the State where it has its principal place of business and the State under whose laws it is organized”).

7. Defendant Audi AG has not been served with process. In any event, Audi AG is a German corporation having its principal place of business in Ingolstadt, Germany. Compl ¶ 13.

8. Named Plaintiff Donald Browne is a citizen of the state of New Jersey. Compl. ¶ 10.

9. Further, as Plaintiff seeks to certify a class of “[a]ll New Jersey citizens who had replacement brakes installed on their Audi Q7 vehicles...,” Compl. ¶ 16, all members of the proposed class, including Plaintiff Browne, are citizens of a state other than Delaware and Virginia, thereby satisfying the requisite diversity of citizenship under 28 U.S.C. § 1332(d).

The Proposed Class Exceeds 100 Members

10. Under CAFA, federal courts have jurisdiction over proposed class actions that encompass at least one hundred putative class members. 28 U.S.C. § 1332(d)(5)(B).

11. The Complaint purports to be brought, *inter alia*, on behalf of a putative New Jersey statewide class consisting of all New Jersey citizens who had replacement brakes installed on their Audi Q7 vehicles between July 19, 2012 and the present at New Jersey Audi dealerships. The Complaint specifically alleges that the proposed class is comprised of “more than 100 class members.” Compl. ¶ 18. Accordingly, this criterion is satisfied.

The Amount in Controversy Exceeds \$5,000,000

12. Based upon the allegations and requests for relief in the Complaint, the amount in controversy exceeds \$5,000,000, exclusive of interest and costs.

13. The Complaint alleges, *inter alia*, that Defendants knowingly sold replacement brakes that had a “substantial likelihood to routinely emit a loud

squealing noise when applied.” Compl. ¶ 80. The Complaint asserts causes of action sounding in violation of the New Jersey Consumer Fraud Act, Breach of the Implied Warranties of Merchantability and Fitness for a Particular Purpose, Breach of Implied Contract, and Unjust Enrichment. Compl. ¶¶ 78-108. The complaint alleges that plaintiff and all members of putative class “each paid approximately \$1,700 for new [replacement] brakes,” and seeks recovery of an array of alleged damages including compensatory damages, **treble damages**, punitive damages, disgorgement and attorneys’ fees. Compl. ¶ 85, 108 and Prayer for Relief, p. 17.

14. The timing, frequency and need for brake related repairs on any motor vehicle is dependent upon many factors individual to the driver and vehicle, including the type(s) of driving, the types and frequency of braking, the manner in which the brakes were/are applied at given times or at all times, the amount of mileage driven, and the types of driving and roadway conditions to which each vehicle is exposed. Brakes wear out in the ordinary course of driving. Generally, it is not atypical that any given vehicle, whether or not an Audi Q7, will need brake related repairs/replacements after three to four or more years of driving, or more frequently depending upon the amount and extent of wear that a particular driver places on the brake components based on the amount of mileage driven and the amount and type(s) of braking involved.

15. The putative class alleged in the Complaint is unlimited as to model year Audi Q7 vehicles. More than 16,000 model year 2007 through 2018 Audi Q7 vehicles were sold or leased in the State of New Jersey. Of that number, more than 10,000 were model year 2007 through 2015 Audi Q7 vehicles. Given the average amounts of miles per year typically driven, and without even considering certain drivers' braking habits that would increase the wear on the brakes and the need for more frequent brake repairs/replacements, it is likely that a substantial number of those New Jersey Audi Q7 vehicles have, in the ordinary course, undergone at least one brake repair/replacement during the putative class period from July 19, 2012 to the present. Plaintiff alleges that his own driving experience resulted in the need to replace the brakes after approximately 40,000 miles of driving. Complaint ¶¶ 37-38.

16. In addition, more than 15,000 Audi Q7 brake pads and rotors were sold to New Jersey authorized dealerships during Plaintiff's putative class period of July 19, 2012 through the present.

17. Based on the number of model year 2007-2015 Audi Q7 vehicles sold/leased in New Jersey (not even considering the additional 2017-2018 model year vehicles), and the number of Audi Q7 replacement brake parts sold to New Jersey authorized Audi dealerships during the putative class period, it is highly likely that, at a minimum, 2,000 or more full Q7 replacement brake repairs, and

more than that number of partial Q7 brake repairs, were performed on Audi Q7 vehicles by New Jersey authorized dealerships during the putative class period.

18. Based upon Plaintiff's allegation that each putative class member had to pay approximately \$1,700 for replacement brakes, and the fact that the Complaint seeks compensatory and treble damages, the amount in controversy exceeds the sum of \$5,000,000, exclusive of interest and costs. In fact, even if only 981 (or less than 10%) of only the model years 2007-2015 Audi Q7 vehicles sold/leased in New Jersey had replacement brake components installed at authorized Audi dealerships in New Jersey from July 19, 2012 to the present, the CAFA amount in controversy is met based upon the alleged treble damages alone. This does not even consider that in addition to treble damages, Plaintiff and the putative class are seeking punitive damages as well as attorneys' fees, and the Complaint alleges that putative class members "each have or will be required to expend monies to conduct repair or replace their brakes to stop the constant squealing." Compl. ¶ 86; *see e.g., Carevel, LLC v. Aspen Am. Ins. Co.*, 2014 U.S. Dist. LEXIS 65928, \*10 (D.N.J. May 14, 2014) ("punitive damages and attorneys' fees are part of the amount in controversy").

19. Accordingly, the "matter in controversy" in this case as to the claims of all individual putative class members exceeds the sum or value of \$5,000,000, exclusive of interest and costs, which vests this Court with jurisdiction over this

action under 28 U.S.C. § 1332(d). *See* 28 U.S.C. § 1332(d)(6) (“In any class action, the claims of the individual class members shall be aggregated to determine whether the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs.”).<sup>1</sup>

20. As the Supreme Court recently clarified, “a defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S.Ct. 547, 554 (2014); *see Grace v. T.G.I. Fridays, Inc.*, 2015 U.S. Dist. LEXIS 97408, at \*8-9 (D.N.J. July 27, 2015) (noting that “the grounds for removal should be made in ‘a short plain statement,’ just as required of pleadings under Fed. R. Civ. P. 8(a)...No evidentiary support is required...”). This standard has certainly been satisfied here.

21. Finally, Plaintiff’s self-serving allegation that “the total amount in controversy, including attorney’s fees, is less than \$5 million,” Complaint, ¶ 14, is without weight and cannot prevent removal of this action. The Supreme Court

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<sup>1</sup> In making its good faith calculation of the amount in controversy, according to the allegations pleaded in the Complaint, Defendant does not concede or admit the legal or factual merits of Plaintiff’s liability and damages claims, including the validity of any amount or measure of damages/relief sought. Likewise, Audi of America, LLC does not concede or admit that this action satisfies the requirements for certification and maintenance of a class action under Fed. R. Civ. P. 23. Audi of America, LLC expressly reserves all substantive and procedural rights and defenses with respect to all claims asserted and relief sought in this action.



held in *Standard Fire Ins. Co. v. Knowles*, 568 U.S. 588 (2013), that even where a putative class representative stipulates that the class will not seek damages greater than \$5 million, the action is still removable because the named plaintiff “cannot legally bind members of the proposed class before the class is certified.” *Id.* at 593. Accordingly, Plaintiff Browne’s allegation that the amount in controversy is less than \$5 million is not binding upon the proposed putative class and cannot prevent removal of this action.

### **PROCEDURAL MATTERS**

22. This Notice of Removal is being filed within thirty (30) days after Defendant received a copy of the Complaint that was filed by Plaintiff in the Superior Court of New Jersey, Camden, Law Division.

23. This Notice of Removal is being filed in the District of New Jersey, the district court of the United States for the district and division within which the state court action is pending, as required by 28 U.S.C. §§ 1446(a) and 1441(a).

24. Pursuant to 28 U.S.C. § 1446(a) and Local Rule 5.2, attached as Exhibit A is a copy of all process, pleadings and orders served upon Audi of America, LLC., and other documents previously filed in state court. Other than the documents attached as Exhibit A, no pleadings, process, or orders in this case have been served or otherwise received by Audi of America, LLC.

25. Promptly after filing this Notice of Removal, a copy of this Notice of Removal, along with the Notice of Filing of Notice of Removal, will be filed with the Clerk of the Superior Court of New Jersey, Camden County, Law Division pursuant to 28 U.S.C. § 1446(d). A copy of both documents will also be served upon Plaintiff, together with accompanying filings. A copy of the Notice of Filing of Notice of Removal notifying the Clerk of the New Jersey Superior Court, Camden County, Civil Division, of removal from state court, is annexed hereto as Exhibit B.

26. This Notice of Removal is signed pursuant to Rule 11 of the Federal Rules of Civil Procedure, as required by 28 U.S.C. § 1446(a).

**WHEREFORE**, Defendant respectfully requests that this action be duly removed from the Superior Court of New Jersey, Camden County, Law Division, to this Court.

Dated: August 30, 2018

By: s/ Homer B. Ramsey  
Homer B. Ramsey, Esq. (Bar No. 042661997)  
Jeffrey L. Chase, Esq. (Bar No. 000501977)  
Michael B. Gallub, Esq. (*Pro hac vice* to be filed)  
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354 Eisenhower Parkway, Suite 1100  
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Telephone: (973) 535-8840  
Facsimile: (973) 535-8841  
*Attorneys for Defendant,  
Audi of America, LLC*



## Notice of Service of Process

null / ALL  
Transmittal Number: 18519486  
Date Processed: 08/03/2018

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Primary Contact:	Stevi Honaker Volkswagen Group of America, Inc. 2200 Ferdinand Porsche Drive Herndon, VA 20171-5884
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Entity:	Audi Of America, LLC Entity ID Number 3155618
Entity Served:	Audi of America, LLC
Title of Action:	Donald F. Browne, Jr. vs. Audi AG
Document(s) Type:	Summons/Complaint
Nature of Action:	Class Action
Court/Agency:	Camden County Superior Court, New Jersey
Case/Reference No:	CAM-L-002684-18
Jurisdiction Served:	Delaware
Date Served on CSC:	08/02/2018
Answer or Appearance Due:	35 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	Stephen P. DeNittis 856-797-9951

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Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)

**DeNITTIS OSEFCHEN PRINCE, P.C.**  
**Stephen P. DeNittis, Esquire (031981997)**  
**5 Greentree Centre**  
**525 Route 73 North, Suite 410**  
**Marlton, New Jersey 08053**  
**(856) 797-9951**  
**Attorneys for Plaintiffs**

DONALD F. BROWNE, JR., on behalf of  
himself and all others similarly situated,

Plaintiff,

v.

AUDI AG and AUDI OF AMERICA, LLC,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
CAMDEN COUNTY

DOCKET NUMBER: CAM-L-2684-18

**SUMMONS**

From The State of New Jersey  
To The Defendant(s) Named Above: Audi of America, LLC

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received the summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of services with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$135.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not

eligible for fee legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Dated:

/s/ MICHELLE M. SMITH

Clerk of the Superior Court

Name of defendant(s) to be served: Audi of America, LLC  
c/o Corporation Service Company  
251 Little Falls Drive  
Wilmington, DE 19808

**ATLANTIC COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division, Direct Filing  
1201 Bacharach Blvd., First Fl.  
Atlantic City, NJ 08401

LAWYER REFERRAL  
(609) 345-3444  
LEGAL SERVICES  
(609) 348-4200

**BERGEN COUNTY:**

Deputy Clerk of the Superior Court  
Case Processing Section, Room 119  
Justice Center, 10 Main St.  
Hackensack, NJ 07601-0769

LAWYER REFERRAL  
(201) 488-0044  
LEGAL SERVICES  
(201) 487-2166

**BURLINGTON COUNTY:**

Deputy Clerk of the Superior Court  
Central Processing Office  
Attn: Judicial Intake  
First Fl., Courts Facility  
49 Rancocas Road  
Mt. Holly, NJ 08060

LAWYER REFERRAL  
(609) 261-4862  
LEGAL SERVICES  
(609) 261-1088

**CAMDEN COUNTY:**

Deputy Clerk of the Superior Court  
Civil Processing Office  
1<sup>st</sup> Fl., Hall of Records  
101 S. 5<sup>th</sup> Street  
Camden, NJ 08103

LAWYER REFERRAL  
(856) 964-4520  
LEGAL SERVICES  
(856) 964-2010

**CAPE MAY COUNTY:**

Deputy Clerk of the Superior Court  
9 N. Main Street  
Box DN-209  
Cape May Court House, NJ 08210

LAWYER REFERRAL  
(609) 463-0313  
LEGAL SERVICES  
(609) 465-3001

**CUMBERLAND COUNTY:**

Deputy Clerk of the Superior Court  
Civil Case Management Office  
Broad & Fayette Sts., P.O. Box 615  
Bridgeton, NJ 08302

LAWYER REFERRAL  
(856) 692-6207  
LEGAL SERVICES  
(856) 451-0003

**ESSEX COUNTY:**

Deputy Clerk of the Superior Court  
50 West Market Street  
Room 131  
Newark, NJ 07102

LAWYER REFERRAL  
(973) 622-6207  
LEGAL SERVICES  
(973) 624-4500

**GLOUCESTER COUNTY:**

Deputy Clerk of the Superior Court  
Civil Case Management Office  
Attn: Intake  
First Fl., Court House  
1 North Broad Street, P.O. Box 129  
Woodbury, NJ 08096

LAWYER REFERRAL  
(856) 848-4589  
LEGAL SERVICES  
(856) 848-5360

**HUDSON COUNTY:**

Deputy Clerk of the Superior Court  
Superior Court, Civil Records Dept.  
Brennan Court House – 1<sup>st</sup> Floor  
583 Newark Avenue  
Jersey City, NJ 07306

LAWYER REFERRAL  
(201) 798-2727  
LEGAL SERVICES  
(201) 792-6363

**HUNTERDON COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division  
65 Park Avenue  
Flemington, NJ 08862

LAWYER REFERRAL  
(908) 735-2611  
LEGAL SERVICES  
(908) 782-7979

**MERCER COUNTY:**

Deputy Clerk of the Superior Court  
Local Filing Office, Courthouse  
175 South Broad St., P.O. Box 8068  
Trenton, NJ 08650

LAWYER REFERRAL  
(609) 585-6200  
LEGAL SERVICES  
(609) 695-6249

**MIDDLESEX COUNTY:**

Deputy Clerk of the Superior Court  
Administration Building  
Third Floor  
1 Kennedy Sq., P.O. Box 2633  
New Brunswick, NJ 08903-2633

LAWYER REFERRAL  
(732) 828-0053  
LEGAL SERVICES  
(732) 249-7600

**MONMOUTH COUNTY:**

Deputy Clerk of the Superior Court  
Court House, 71 Monument Park  
P.O. Box 1269  
Freehold, NJ 07728-1262

LAWYER REFERRAL  
(732) 431-5544  
LEGAL SERVICES  
(732) 866-0020

**MORRIS COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division  
30 Schuyler Pl., P.O. Box 910  
Morristown, NJ 07960-0910

LAWYER REFERRAL  
(973) 267-5882  
LEGAL SERVICES  
(973) 285-6911

**OCEAN COUNTY:**

Deputy Clerk of the Superior Court  
Court House, Room 119  
118 Washington Street  
Toms River, NJ 08754

LAWYER REFERRAL  
(732) 240-3666  
LEGAL SERVICES  
(732) 341-2727

**PASSAIC COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division  
Court House  
77 Hamilton Street  
Paterson, NJ 07505

LAWYER REFERRAL  
(973) 278-9223  
LEGAL SERVICES  
(973) 345-7171

**SALEM COUNTY:**

Deputy Clerk of the Superior Court  
92 Market St., P.O. Box 18  
Salem, NJ 08079

LAWYER REFERRAL  
(856) 935-5628  
LEGAL SERVICES  
(856) 451-0003

**SOMERSET COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division Office  
New Court House, 3<sup>rd</sup> Fl.  
P.O Box 3000  
Somerville, NJ 08876

LAWYER REFERRAL  
(908) 685-2323  
LEGAL SERVICES  
(908) 231-0840

**SUSSEX COUNTY:**

Deputy Clerk of the Superior Court  
Sussex County Judicial Center  
43-47 High Street  
Newton, NJ 07860

LAWYER REFERRAL  
(973) 267-5882  
LEGAL SERVICES  
(973) 383-7400

**UNION COUNTY:**

Deputy Clerk of the Superior Court  
1<sup>st</sup> Fl., Court House  
2 Broad Street  
Elizabeth, NJ 07207-6073

LAWYER REFERRAL  
(908) 353-4715  
LEGAL SERVICES  
(908) 354-4340

**WARREN COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division Office  
Court House, 413 Second Street  
Belvidere, NJ 07823-1500

LAWYER REFERRAL  
(973) 267-5882  
LEGAL SERVICES  
(973) 475-2010



CAMDEN COUNTY  
SUPERIOR COURT  
HALL OF JUSTICE  
CAMDEN NJ 08103

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (856) 379-2200  
COURT HOURS 8:30 AM - 4:30 PM

DATE: JULY 19, 2018  
RE: BROWNE DONALD VS AUDI AG  
DOCKET: CAM L -002684 18

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

THE MANAGING JUDGE ASSIGNED IS: HON DONALD J. STEIN

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 102  
AT: (856) 379-2200 EXT 3060.

THE ABOVE CASE HAS BEEN REMOVED FROM THE EXPEDITED CIVIL ACTIONS (ECA) PILOT PROGRAM PURSUANT TO AN ORDER OF THE COURT. DISCOVERY IS THE APPLICABLE NUMBER OF DAYS FOR A STANDARD TRACK 2 CASE. RUNNING FROM THE DATE OF THE FILING OF THE FIRST RESPONSIVE PLEADING.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING. PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE WITH R.4:5A-2.

ATTENTION:

ATT: STEPHEN P. DE NITTIS  
DE NITTIS OSEFCHEN AND PRINCE  
5 GREENTREE CENTRE  
525 ROUTE 73 NORTH STE 410  
MARLTON NJ 08053

ECOURTS

## Civil Case Information Statement

**Case Details: CAMDEN | Civil Part Docket# L-002684-18**

**Case Caption:** BROWNE DONALD VS AUDI AG

**Case Initiation Date:** 07/19/2018

**Attorney Name:** STEPHEN P DE NITTIS

**Firm Name:** DE NITTIS OSEFCHEN AND PRINCE PC

**Address:** 5 GREENTREE CENTRE 525 ROUTE 73 NORTH  
STE 410

MARLTON NJ 08053

**Phone:**

**Name of Party:** PLAINTIFF : Browne, Donald, F

**Name of Defendant's Primary Insurance Company**

(if known): Unknown

**Case Type:** TORT-OTHER

**Document Type:** Complaint with Jury Demand

**Jury Demand:** YES - 12 JURORS

**Hurricane Sandy related?** NO

**Is this a professional malpractice case?** NO

**Related cases pending:** NO

**If yes, list docket numbers:**

**Do you anticipate adding any parties (arising out of same transaction or occurrence)?** NO

**THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE**

**CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION**

**Do parties have a current, past, or recurrent relationship?** NO

**If yes, is that relationship:**

**Does the statute governing this case provide for payment of fees by the losing party?** YES

**Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:**

**Do you or your client need any disability accommodations?** NO

**If yes, please identify the requested accommodation:**

**Will an interpreter be needed?** NO

**If yes, for what language:**

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

07/19/2018  
Dated

/s/ STEPHEN P DE NITTIS  
Signed

**DeNITTIS OSEFCHEN PRINCE, P.C.**  
**Stephen P. DeNittis, Esquire (031981997)**  
**5 Greentree Centre**  
**525 Route 73 North, Suite 410**  
**Marlton, New Jersey 08053**  
**(856) 797-9951**  
**Attorneys for Plaintiffs**

DONALD F. BROWNE, JR., on behalf of  
himself and all others similarly situated,

Plaintiff,

v.

AUDI AG and AUDI OF AMERICA, LLC,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
CAMDEN COUNTY

DOCKET NUMBER: CAM-L-

**CLASS ACTION COMPLAINT**

### INTRODUCTION

1. This is a class action, brought under New Jersey law, on behalf of a proposed class of New Jersey consumers who had replacement brakes installed on their Audi Q7 vehicles by authorized Audi dealerships in New Jersey.

2. Although the replacement brakes were specifically and especially designed, manufactured, and approved by Defendants to be installed on Audi Q7 automobiles, and were installed by authorized Audi dealerships consistent with uniform practices and procedures developed, implemented, and mandated by Defendants, they routinely and frequently emit a loud, high-pitched squealing noise when applied – at traffic lights, stop signs, pedestrian crossings, and anytime the driver attempts to stop the vehicle.

3. The brakes on a high-end, luxury automobile like the Audi Q7 should not squeal when applied.

4. Defendants and their authorized dealerships have been informed of this defect with Audi Q7 replacement brakes, but have refused to repair or replace them.

5. Indeed, Defendants have taken the position that "there is no fix" for the brake defect, and that "Audi, the manufacturer, considers brake noise acceptable."

6. Thus, Plaintiff and the class are stuck with the embarrassment and chagrin of driving a luxury vehicle that routinely emits a loud and noticeable squealing noise at stops due to their defective brakes.

7. Worse, Plaintiff and the class were induced by Defendants to pay approximately \$1,700.00 for those defective, replacement brakes that routinely squeal when applied.

8. As alleged in greater detail herein, Defendants' design, manufacture, and approval of defective replacement brakes and subsequent sale of such brakes to Plaintiff and the class, without informing Plaintiff and the class of their inherent defects, constitutes an omission of material fact and a deceptive business practice in violation of the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, et seq., and further violates New Jersey common law as set forth herein.

9. This action seeks redress for Plaintiff and the class in the form of compensatory damages, punitive damages, and injunctive relief, which would include, inter alia, an order directing Defendants to cease the challenged practices, including the manufacture, sale, and installation of defective, noisy brakes, and initiate a program to provide refunds, repairs, and/or restitution to Plaintiff and the class.

#### **THE PARTIES**

10. Plaintiff Donald F. Browne, Jr. is an individual and citizen of New Jersey.

11. Like all class members, Plaintiff owns an Audi Q7 automobile and had replacement brakes installed on that vehicle by an authorized Audi dealership in New Jersey.

12. Defendant Audi of America, LLC is a Delaware limited liability company with its principal place of business located at 2200 Ferdinand Porsche Dr., Herndon, Virginia 20171. Audi of America, LLC is a wholly-owned U.S. subsidiary of Audi AG, and it has engaged in business, including the advertising, marketing, and sale of Audi automobiles and automotive parts – including the Audi Q7 and the defective replacement brakes described herein – in all 50 states, including New Jersey. Audi of America, LLC owns, operates, manages, supervises, and/or controls Audi brand car dealerships in the United States, including New Jersey.

13. Defendant Audi AG is a German corporation with its principal place of business in Ingolstadt, Germany. Audi AG is the parent company of Audi of America, LLC and a subsidiary of the Audi Group, which is a wholly-owned subsidiary of VW AG. Audi AG designs, develops, manufactures, and sells luxury automobiles and automotive parts, including the Audi Q7 and the defective replacement brakes described herein.

#### **JURISDICTION AND VENUE**

14. The Superior Court of Camden County, New Jersey has exclusive jurisdiction over this case, in that all claims pleaded are New Jersey state law claims and the total amount in controversy, including attorney's fees, is less than \$5 million.

15. This matter is properly venued in Camden County, New Jersey, in that Plaintiff is a resident of Camden County; Defendants own, operate, manage, and/or supervise an Audi authorized dealership in Cherry Hill, Camden County, namely Cherry Hill Audi; and Plaintiff purchased the defective brakes at, and had them installed by, Defendants' authorized dealership Cherry Hill Audi, located in Cherry Hill, Camden County.

**CLASS ALLEGATIONS**

16. Plaintiff brings this action as a class action pursuant to N.J. Court Rule 4:32, on behalf of a class defined as follows:

**All New Jersey citizens who had replacement brakes installed on their Audi Q7 vehicles by an authorized Audi dealership in New Jersey between July 19, 2012 and the present.**

17. The class for whose benefit this action is brought is so numerous that joinder of all members is impracticable.

18. Plaintiff believes and alleges at this time that there are more than 100 class members.

19. There are common questions of law and fact affecting the rights of all class members, including the following:

- a. whether Defendants' uniform actions alleged herein occurred;
- b. whether the noisy, squealing replacement brakes designed, manufactured, and approved by Defendants to be installed on Audi Q7 automobiles are defective;
- c. whether Defendants have refused to repair or replace the defective brakes;
- d. whether Plaintiff and the class are entitled to injunctive relief in the form of an order establishing a Court-administered program to provide refunds, repairs, replacement, and/or restitution with respect to the noisy brakes;
- e. whether Defendants knew about the defects in the replacement brakes when it sold them to Plaintiff and the class;
- f. whether Defendants failed to disclose the defects in the replacement brakes to Plaintiffs and the class;
- g. whether Defendants' conduct was a violation of the New Jersey Consumer Fraud Act;
- h. whether Defendants' conduct constituted a breach of the implied covenant of good faith and fair dealing;

- i. whether Defendants' conduct constituted a breach of the implied warranties accompanying the replacement brakes;
- j. whether Defendants' continued refusal to repair or replace the defective brakes constitutes a continued, ongoing breach of contract and warranty; and
- k. whether Defendants were unjustly enriched from their sale of defective brakes to Plaintiff and the class.

20. Each of these enumerated questions of law and fact is common to each member of the proposed class.

21. Plaintiff is a member of the class he seeks to represent, and Plaintiff's claims arise from the same factual and legal basis as those of the class; Plaintiff asserts the same legal theories as all class members.

22. Plaintiff will thoroughly and adequately protect the interests of the class, having obtained qualified and competent legal counsel to represent himself and those similarly situated.

23. The prosecution of separate actions by individual class members would create a risk of inconsistent adjudications, would be economically wasteful and would cause needless expenditure of judicial resources.

24. Plaintiff is typical of the class in that his claims, like those of the class, arise from the same defective product and under the same legal theories.

25. Defendants have acted on grounds generally applicable to the class by, inter alia, designing, manufacturing, and approving noisy, defective replacement brakes and requiring its authorized dealerships to install those noisy, defective replacement brakes on the Audi Q7 cars of Plaintiff and the class.

26. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

**FACTS GIVING RISE TO THE CAUSES OF ACTION**

27. Defendants are designers, manufacturers, and sellers of Audi vehicles and automotive parts, including the Audi Q7 and its component parts.

28. Specifically, Defendant Audi AG designed and manufactured the Audi Q7 automobile, its components, and its replacement parts, including the defective replacement brakes described herein, and approved those replacement brakes to be installed on the Audi Q7. Defendant Audi AG further developed and mandated the specifications for the replacement brakes on the Audi Q7, as well as practices and procedures for the installation of replacement brakes on the Audi Q7 by authorized Audi dealerships.

29. Defendant Audi of America, LLC owns, operates, manages, supervises, and/or controls Audi dealerships in the United States, including Cherry Hill Audi, which is an authorized Audi dealership. Defendant Audi of America, LLC sells Audi automobiles, including the Audi Q7, and automotive parts, including the replacement brakes described herein, to customers in the United States. Defendant Audi of America, LLC also installs the automotive parts it sells, including the replacement brakes described herein, through its authorized Audi dealerships in the United States, including Cherry Hill Audi.

30. The Audi Q7 is a midsize, luxury, crossover SUV designed, manufactured, and sold by Defendants from 2005 through the present. It was first sold in the United States in 2007.

31. From 2007 through the present, Defendants have sold more than 206,000 Audi Q7s in the United States. The Audi Q7 has comprised about 12% of Defendants' total vehicle sales (nearly 1.69 million) in the United States during this time period.



32. A new 2018 Audi Q7 has a starting MSRP of between \$50,000 and \$65,000, depending on the options package selected by the purchaser. A fully-loaded, top-of-the-line Audi Q7 can sell for upwards of \$90,000.

33. In September 2014, Plaintiff purchased a used, "certified pre-owned" 2013 Audi Q7 from an authorized Audi dealership in New Jersey for approximately \$53,000.00. At the time of his purchase, Plaintiff's Q7 had 14,825 miles.

34. In or around April of 2016, when Plaintiff's Q7 had approximately 30,381 total miles (approximately 15,500 of which had been driven by Plaintiff), he noticed that the original, factory-installed brakes had begun to squeak intermittently. Plaintiff took his Q7 to Cherry Hill Audi, an authorized Audi dealership and service center owned, operated, controlled, supervised, and/or managed by Defendants, and had his brakes adjusted.

35. The adjustment temporarily cured the squeaking issue with Plaintiff's original, factory installed brakes. Although Plaintiff's original brakes ultimately began to squeak again on occasion over time, Plaintiff understood that older brakes – which had been in service for more than 40,000 miles and over 4 and a half years – would be more susceptible to making noise.

36. Plaintiff's claims brought herein do not relate to the original brakes on his Audi Q7, which were installed by Defendants' Audi factory prior to his purchase of the car, nor do they relate in any way to Plaintiff's purchase of the car. Rather, Plaintiff's claims relate solely to the replacement brakes he purchased from Defendants, and which were installed by Defendants' authorized dealership, several years after his purchase of the car itself.

37. On October 12, 2017, Plaintiff took his Audi Q7 to Cherry Hill Audi for a 45,000 mile service. At that time, Plaintiff's Q7 had 42,824 miles.

38. Defendants' technician at Cherry Hill Audi recommended that Plaintiff replace his front and rear brake pads and rotors, as the pads were worn to a thickness of 4mm and 5mm respectively.

39. Plaintiff took Defendants' recommendation and agreed to have his front and rear brakes replaced by Defendants' technician.

40. Plaintiff paid Defendants' authorized dealership \$924.72 to replace his front brake pads and rotors, which amount included \$256.76 in labor and \$658.96 for the following parts that Plaintiff purchased from Defendants:

- a. 1 7LO-698-151-R BRK LINING for \$177.95;
- b. 1 7LO-698-269-A PARTS KIT for \$98.31;
- c. 2 7LO-907-637 SENDER for \$76.80;
- d. 1 7L8-615-301 BRAKE DISC for \$152.95; and
- e. 1 7L8-615-302 BRAKE DISC for \$152.95.

41. Plaintiff also paid Defendants' authorized dealership \$813.40 to replace his rear brake pads and rotors, which amount included \$332.20 in labor and \$481.20 for the following parts that Plaintiff purchased from Defendants:

- a. 1 7LO-698-269 PARTS KIT for \$65.55;
- b. 1 7LO-698-451-H BRK LINING for \$106.95;
- c. 2 7LO-907-637-C SENDER for \$76.80; and
- d. 2 7L8-615-601-G BRAKE DISC for \$231.90.

42. In total, Plaintiff paid Defendants' authorized dealership, Cherry Hill Audi, a total of approximately \$1,671.86 to replace the brakes on his Audi Q7 – \$1,738.12 for parts and labor, less a 10% "insurance" discount of \$173.81, plus New Jersey sales tax of \$107.55 (6.875%).

43. The brake parts that Plaintiff purchased for his Audi Q7 were genuine Audi Original Equipment Manufacturer ("OEM") parts, in that they were designed, manufactured, and/or approved by Defendants specifically to be installed on Plaintiff's car. Moreover, the brake parts were installed on Plaintiff's car by Defendants' technicians pursuant to uniform policies and procedures established and mandated by Defendants to be used in Defendants' authorized dealerships.

44. In or around April of 2018, Plaintiff noticed that his new, replacement brakes had begun to emit a loud, squealing noise when braking.

45. At this time, Plaintiff's new, replacement brakes were approximately 6 months old and had been on Plaintiff's Audi Q7 for less than 3,500 miles.

46. Plaintiff took his Audi Q7 to Cherry Hill Imports, an auto group that includes Cherry Hill Audi, on April 30, 2018 and complained that his new, replacement brakes were squealing when braking. The mileage on Plaintiff's car at this time was 46,253.

47. The technicians at Defendants' authorized Audi dealership test drove Plaintiff's car, but informed Plaintiff that they could not reproduce the squealing sound when braking. They inspected the braking system, however, and found that the rotors were "slightly groove[d]." The technicians further found "some discoloration on rotors and found hot spots." The recommendation was "possible ... replacing brake pads and rotors to correct issue."

48. Defendants' technician further informed Plaintiff that Defendants were aware of the squealing issue with Audi Q7 replacement brakes.

49. Indeed, the technician told Plaintiff that Defendants had intentionally changed the composition of the Audi Q7 OEM replacement brake pads and rotors to increase their performance, and that the squealing was a recognized side effect of that modification.

50. Defendants' service manager said that Defendants were working to resolve the issue and hoped to come up with a "fix" in approximately 2 weeks.

51. Plaintiff continued to drive his Audi Q7. Unfortunately, the squealing of Defendants' replacement brakes grew louder and more frequent, routinely squealing at stops for days in a row.

52. On May 22, 2018, Plaintiff contacted the service manager at Defendants' authorized dealership, Cherry Hill Audi, to inquire about the status of the promised "fix" to his squealing brakes.

53. The service manager replied that "Audi, the manufacture[r], considers brake noise acceptable." Nevertheless, he promised to reach out to Defendants and get back to Plaintiff with an update.

54. On May 24, 2018, Defendants' service manager contacted Plaintiff and said that he spoke with his "Audi rep" and "was told that there is no fix at this time" for the brake squealing problem on Plaintiff's Audi Q7.

55. Plaintiff then contacted Defendant Audi of America, LLC to inform it of the brake squealing issue on his Audi Q7 and request a repair. Plaintiff even sent Defendant a video of his car's brakes squealing loudly as Plaintiff applied them when approaching a stop sign.

56. To date, however, Defendants have not provided any remedy for Plaintiff's squealing brakes.

57. In sum, Defendants sold and installed on Plaintiff's Audi Q7 automobile a set of brakes for approximately \$1,700.00 that, just 6 months and 3,500 miles after installation, frequently and routinely squeal loudly at stops.

58. Defendants have repeatedly refused to correct this squealing problem.

59. Worse, according to Defendants' technicians and service managers, Defendants knew (or should have known) that their replacement brakes would squeal before selling the brakes to Plaintiff and installing them on his car, having purposely changed the composition of the brakes to increase performance and having received complaints about brake squealing issues from other Q7 owners. Despite this, Defendants did not inform Plaintiff – or any other customer – of this issue prior to charging them upwards of \$1,700.00 for defective, squealing brakes.

60. As a result of Defendants' actions, Plaintiff must suffer the embarrassment and chagrin of driving a \$50,000.00 automobile that routinely emits a loud, squealing noise at stops.

61. What happened to Plaintiff was not an accident or an isolated incident, nor are the defects described herein limited to the specific set brakes purchased by Plaintiff and installed on his Audi Q7 vehicle.

62. Rather, it was part of a uniform course of conduct by Defendants, in which Defendants installed defective replacement brakes on hundreds, if not thousands, of Audi Q7 vehicles in New Jersey.

63. Indeed, there are numerous reports on the internet of Audi Q7 drivers experiencing loud, frequent brake squealing on a relatively new set of OEM brakes.

64. Each of these Audi Q7 drivers has a reasonable expectation that newer brakes on a \$50-90,000.00 luxury automobile should and would not squeal.

65. Further, Plaintiff and the class purchased replacement brakes from Defendants and had them installed on their automobiles with the expectation that \$1,400.00 replacement brakes should and would not squeal.

66. In fact, there are dozens of cheaper, aftermarket, non-OEM brake pads and rotors not manufactured by Defendants that will fit the Audi Q7s of Plaintiff and the class that do not routinely squeal when applied.

67. Defendants knew of the defects in their brakes, including their likelihood to squeal, before selling them to Plaintiff and the class and installing them on their cars, but did not inform Plaintiff and the class of this fact.

68. Specifically, Defendants have issued at least four Technical Service Bulletins ("TSBs") relating to squealing brakes on the Audi Q7, including on December 9, 2011; February 9, 2015; November 16, 2017; and December 5, 2017.

69. Had Defendants informed Plaintiff and the class about these defects, Plaintiff and the class would not have purchased the defective brakes from Defendants and would not have installed them on their cars, but rather would have purchased and installed a different product.

70. Moreover, Defendants knew that there were dozens of cheaper, aftermarket, non-OEM brake pads and rotors not manufactured by Defendants that would fit the Audi Q7s of Plaintiff and the class and would not routinely squeal when applied, but elected to sell their own defective brakes to Plaintiff and the class, and to install them on their cars, solely for Defendants' own profit.

71. Once Plaintiff and the class became aware of the defects described herein, they requested that Defendants repair such defects, but Defendants have not done so.

72. At bottom, Defendants knowingly sold a defective product to Plaintiff and the class, without disclosing such defect, and now refuse to provide a remedy, repair, or restitution for their actions.

73. Defendants' conduct described herein constitutes an omission of material fact and a deceptive business practice in violation of the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, et seq., and further violates New Jersey common law.

**THE INJUNCTIVE AND DECLARATORY RELIEF SOUGHT**

74. Plaintiff and the class are in need of a program to repair or replace the squealing brakes on their Audi Q7 vehicles.

75. Plaintiff and the class members should not be required to bear the burden of repairing or replacing their brakes when Defendants' conduct is solely responsible for the defective condition that makes such repairs or replacement necessary.

76. Moreover, requiring and relying on individual class members to make such repairs or replacement would be less efficient and more costly than a standardized program to institute such repairs or replacement on a class-wide basis, under Court supervision.

77. Accordingly, Plaintiff and the class seek an order directing that a program be established to repair or replace the defective, squealing brakes on the cars of Plaintiff and the class, to be administered by the Court under its equitable powers, with the Defendants being ordered to pay the costs associated with such a program, for as long as the Court deems necessary.

**COUNT I**

**Consumer Fraud Act, N.J.S.A. 56:8-1, et seq.**

78. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

79. Defendants have engaged in unconscionable business practices relating to the sale and installation of defective, squealing brakes on the Audi Q7 vehicles of Plaintiff and the class.

80. The inherent defects in Defendants' brakes, in that they had a substantial likelihood to routinely emit a loud squealing noise when applied, was a fact material to the sale of those brakes to Plaintiff and the class, and to the installation of those brakes on the cars of Plaintiff and the class.

81. Defendants failed to disclose the existence of this defect to Plaintiff and the class at the time Defendants sold the brakes to them and installed the brakes on their cars.

82. As outlined previously, Defendants were aware of the inherent defects in their brakes at the time the brakes were sold to Plaintiff and the class and installed on their cars.

83. Despite this, Defendants did not reveal the defects to Plaintiff and the class, either before, during, or after Defendants sold the brakes to Plaintiff and the class and installed the brakes on their cars.

84. Thus, Defendants made knowing omissions of material fact in the sale and installation of these brakes and, by the acts alleged herein, engaged in unconscionable business practices.

85. Plaintiff and the class have each suffered an ascertainable loss of money and property as a result of the unconscionable business practices described herein, having been deprived of the benefit of their bargain in that each paid approximately \$1,700.00 for new brakes for their luxury automobiles, but received defective brakes that constantly squeal.

86. Moreover, Plaintiff and the class each have or will be required to expend monies to conduct repairs or replace their brakes to stop the constant squealing.

## **COUNT II**

### **Implied Warranty of Merchantability and Fitness for a Particular Purpose**

87. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.



88. By operation of law, Defendants' brakes were covered by the implied warranty of merchantability and fitness for a particular purpose, which means that they must be fit for their ordinary and intended purposes and use.

89. By the fact alleged herein, Defendants' brakes are not fit for their ordinary or intended use.

90. Indeed, the fact that Defendants' brakes frequently and routinely make a loud squealing noise when applied render them unable to work as intended.

91. Plaintiff and the class reasonably expected that brakes designed, manufactured, and/or approved for a use on a \$50-90,000.00 car, themselves costing \$1,700.00, would not regularly squeal.

92. Consequently, Defendants have breached the implied warranties of merchantability and fitness for a particular purpose as to their brakes.

93. Moreover, Defendants continue to breach the implied warranties of merchantability and fitness for a particular purpose because they refuse to repair or replace their defective brakes.

94. All conditions precedent to Defendants' liability under the implied warranties of merchantability and fitness for a particular purpose have been fulfilled by Plaintiff and the class members or have been waived, in that, inter alia, Plaintiff and the class members have paid for the brakes, have provided Defendants with notice of the brakes' defects, and have sought relief from Defendants, but Defendants have refused to repair or replace them.

95. As a direct and proximate result of Defendants' breach of the implied warranties of merchantability and fitness for a particular purpose, Plaintiff and the class members have been injured and have suffered actual damages in an amount to be established at trial.

### **COUNT III**

#### **Breach of Implied Contract - Duty of Good Faith and Fair Dealing**

96. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

97. There was no express contract between Plaintiff and the class members and Defendants.

98. By operation of New Jersey law, the facts alleged herein establish the existence of an implied contract for the sale and purchase of brakes between Defendants and Plaintiff and each class member.

99. By operation of New Jersey law, there was an implied covenant of good faith and fair dealing in each such implied contract.

100. The conduct by Defendants described herein breached that covenant.

101. Specifically, Defendants breached that covenant by failing to inform Plaintiff and the class of the likelihood that their brakes would squeal prior to selling and installing the brakes on the cars of Plaintiff and the class.

102. Defendants continue to breach that covenant by refusing to repair or replace the defective brakes on the cars of Plaintiff and the class.

103. As a result of Defendants' breach, Plaintiff and each class member has suffered damages.

### **COUNT IV**

#### **Unjust Enrichment/Disgorgement**

104. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

105. This claim is alleged in the alternative to Plaintiff's claims for money damages.

106. By the acts alleged herein, Defendants received a benefit from Plaintiff and the class, in the form of fees paid to Defendants by Plaintiff and the class for the purchase of replacement brakes from Defendants.

107. The retention of that benefit by Defendants would be unjust because, inter alia, the replacement brakes that Defendants sold to Plaintiff and class were defective due to their persistent squealing, and Defendants were aware of these defects prior to the sale but failed to inform Plaintiff and the class.

108. By the facts alleged herein, equity demands that Defendants disgorge themselves of this benefit and that the benefit be returned to Plaintiff and the class.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff asks this Court to:

- a. Certify this matter as a class action pursuant to R. 4:32;
- b. Enter an order for injunctive relief against Defendants, establishing, under the Court's equitable powers and at Defendants' expense, a Court-administered program to repair or replace the brakes on the vehicles of Plaintiff and the class;
- c. Enter judgment in favor of each class member for damages suffered as a result of the conduct alleged herein, to include interest and pre-judgment interest;
- d. Award Plaintiff and the class treble and punitive damages;
- e. Award Plaintiff reasonable attorneys' fees and costs; and
- f. Grant such other and further legal and equitable relief as the Court deems just and proper.

DeNITTIS OSEFCHEN PRINCE, P.C.

Dated: July 19, 2018

BY: 

STEPHEN P. DeNITTIS

**JURY TRIAL DEMAND**

PLEASE TAKE NOTICE that the Plaintiff hereby demands a trial by jury as to all parties.

**CERTIFICATION PURSUANT TO N.J.S.A. 56:8-1, et seq.**

The undersigned hereby certifies that a copy of this complaint has been forwarded to the Attorney General of the State of New Jersey.

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, Stephen DeNittis is designated as trial counsel.

**CERTIFICATION PURSUANT TO R. 4:5-1**

I hereby certify, pursuant to R. 4:5-1, that to the best of my knowledge, information and belief at this time the matter in controversy is not the subject of any other action pending in any Court, nor of any pending arbitration proceeding, that no other action or arbitration is contemplated, and further that there are no other parties who should be joined in this action.

DeNITTIS OSFCHEN PRINCE, P.C.

BY: 

STEPHEN P. DeNITTIS

Dated: July 19, 2018

**DeNITTIS OSEFCHEN PRINCE, P.C.**  
**Stephen P. DeNittis, Esquire (031981997)**  
**5 Greentree Centre**  
**525 Route 73 North, Suite 410**  
**Marlton, New Jersey 08053**  
**(856) 797-9951**  
**Attorneys for Plaintiffs**

DONALD F. BROWNE, JR., on behalf of  
 himself and all others similarly situated,

Plaintiff,

v.

AUDI AG and AUDI OF AMERICA, LLC,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
 LAW DIVISION  
 CAMDEN COUNTY

DOCKET NUMBER: CAM-L-2684-18

**AFFIDAVIT OF SERVICE**

**Person to be Served:** Audi of America, LLC  
 c/o Corporation Service Company  
 251 Little Falls Drive  
 Wilmington, DE 19808

**By Serving:**

**Cost of Service pursuant to R.4:4-3(c)**  
 \$ \_\_\_\_\_

**Attorney:**

**Papers Served:**

*Summons, Lawyer referral info, complaint, track assignment & plaintiff's discovery requests*

**Service Data:** ☒ Served Successfully ☐ Not Served

**Date/Time:** 8/2/18 2:55 AM

**Attempts:**

**Date/Time**

**Date/Time**

**Date/Time**

☐ Delivered a Copy to him/her personally

☐ Left a copy with a competent household member over  
 14 years of age residing therein (indicate name and  
 relationship at right)

Name of Person Served and relationship/title

☒ Left a copy with a person authorized to accept  
 service, e.g. Managing Agent, registered agent,  
 etc. (indicate name and official title at right)

SAMI AZAR  
 REPRESENTATIVE

**Description of Person Accepting Service**

SEX: \_\_\_\_ AGE: \_\_\_\_ Height \_\_\_\_ Weight \_\_\_\_ SKIN \_\_\_\_ HAIR \_\_\_\_ OTHER: \_\_\_\_

**Unserved:**

- ( ) Defendant is unknown at the address furnished by the attorney  
 ( ) All reasonable inquiries suggest defendant moved to an undetermined address  
 ( ) no such street in municipality  
 ( ) Defendant is evading service  
 ( ) No response on:      Date/Time \_\_\_\_\_  
    Date/Time \_\_\_\_\_  
    Date/Time \_\_\_\_\_

Other:

**Served Data:**

Subscribed and Sworn to me this

2nd Day of Aug, 2018

Notary Signature



DAWN M. FARLEY  
 NOTARY PUBLIC STATE OF NJ  
 MY COMMISSION EXPIRES  
 JANUARY 3, 2023

I, David M. Mott  
 Was at the time of service a competent adult  
 not having a direct interest in the litigation  
 I declare under penalty of perjury that the  
 foregoing is true and correct.

Signature of Process Server

Date

8/2/18

Homer B. Ramsey, Esq. (Bar No. 042661997)  
Jeffrey L. Chase, Esq. (Bar No. 000501977)  
**CHASE, KURSHAN, HERZFELD & RUBIN, LLC**  
354 Eisenhower Parkway, Suite 1100  
Livingston, New Jersey 07039  
Telephone: (973) 535-8840

*Attorneys for Defendant*  
*Audi of America, LLC*

DONALD F. BROWNE, JR., on behalf of himself  
and all others similarly situated,

Plaintiff,

vs.

AUDI AG and AUDI OF AMERICA, LLC,

Defendants.

**SUPERIOR COURT OF THE  
STATE OF NEW JERSEY  
COUNTY OF CAMDEN**

Docket No. L-002684-18

**NOTICE OF FILING  
OF NOTICE OF REMOVAL  
TO THE UNITED STATES  
DISTRICT COURT FOR THE  
DISTRICT OF NEW JERSEY**

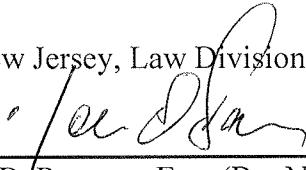
To: Clerk  
Superior Court of New Jersey  
Camden County Courthouse  
101 S. 5<sup>th</sup> Street  
Camden, NJ 08103

Stephen P. DeNittis, Esq.  
DeNittis Osefchen Prince, P.C.  
Counsel for Plaintiff  
5 Greentree Centre  
525 Route 73 North, Suite 410  
Marlton, NJ 08053

**PLEASE TAKE NOTICE** that Defendant Audi of America, LLC has this day filed a Notice of Removal, a copy of which is attached hereto as Exhibit 1, in the above-entitled action with the Clerk of the United States District Court for the District of New Jersey, effecting the removal of this action from the Superior Court of New Jersey, Law Division, Camden County.

Dated: August 30, 2018

By:

  
Homer B. Ramsey, Esq. (Bar No. 042661997)  
Jeffrey L. Chase, Esq. (Bar No. 000501977)

**CHASE, KURSHAN, HERZFELD &  
RUBIN, LLC**

354 Eisenhower Parkway, Suite 1100

Livingston, New Jersey 07039

Telephone: (973) 535-8840

Facsimile: (973) 535-8841

*Attorneys for Defendant*

*Audi of America, LLC*



JS 44 (Rev. 06/17)

## 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

Donald F. Browne, Jr., on behalf of himself and all others similarly situated,

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

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

DeNittis Osefchen Prince, P.C., 5 Greentree Centre, 525 Route 73  
North, Suite 410, Marlton, NJ 08053 (856) 797-9951

## DEFENDANTS

Audi AG and Audi of America, 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)

Chase Kurshan Herzfeld & Rubin, LLC  
354 Eisenhower Parkway, Suite 1100, Livingston, NJ 07039

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question  
(U.S. Government Not a Party)
- ☒ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other  <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act  <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark  <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))  <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

## V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. 1332(d); 28 U.S.C. 1441

Brief description of cause:

Breach of Warranty/ Consumer Fraud

## VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

8/30/18

SIGNATURE OF ATTORNEY OF RECORD

*[Signature]*

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

Homer B. Ramsey (Bar No. 042661997)  
Jeffrey L. Chase, Esq. (Bar No. 000501977)  
Michael B. Gallub, Esq. (*pro hac vice* to be filed)  
**CHASE, KURSHAN, HERZFELD & RUBIN, LLC**  
354 Eisenhower Parkway, Suite 1100  
Livingston, New Jersey 07039  
Telephone: (973) 535-8840

*Attorneys for Defendant*  
*Audi of America, LLC*

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

DONALD F. BROWNE, JR.,

Plaintiff,

vs.

AUDI AG and AUDI OF AMERICA, LLC,

Defendants.

Civil Action No.: \_\_\_\_\_

***Document electronically filed***

**STATEMENT PURSUANT  
TO LOCAL CIVIL RULE  
10.1(a)**

Pursuant to Local Civil Rule 10.1(a), attached hereto as Exhibit A is a Service List that sets forth the names and addresses of each party, as well as counsel for each of the parties, in the above-captioned action.

Dated: August 30, 2018

By: s/ Homer B. Ramsey  
Homer B. Ramsey, Esq. (Bar No. 042661997)  
Jeffrey L. Chase, Esq. (Bar No. 000501977)  
Michael B. Gallub, Esq. (*Pro hac vice* to be filed)  
**CHASE, KURSHAN, HERZFELD  
& RUBIN, LLC**  
354 Eisenhower Parkway, Suite 1100  
Livingston, New Jersey 07039  
Telephone: (973) 535-8840  
Facsimile: (973) 535-8841

*Attorneys for Defendant*  
*Audi of America, LLC*

**Exhibit A**

**SERVICE LIST**

**Plaintiffs**

DONALD F. BROWNE JR.,  
on behalf of himself and all  
others similarly situated,  
(address not disclosed)

**Counsel**

Stephen P. DeNittis, Esq.  
DeNITTIS OSEFCHEN PRINCE,  
P.C.  
5 Greentree Centre  
525 Route 73 North, Suite 410  
Marlton, NJ 08053  
T (856) 797-9951

**Defendant**

AUDI OF AMERICA, LLC

**Counsel**

Homer B. Ramsey, Esq.  
Jeffrey L. Chase, Esq.  
Michael B. Gallub, Esq. (*Pro hac vice to be  
filed*)  
**CHASE, KURSHAN, HERZFELD &  
RUBIN, LLC**  
354 Eisenhower Parkway, Suite 1100  
Livingston, New Jersey 07039  
T (973) 535-8840  
F (973) 535-8841  
(Audi AG has not been served with process)

Homer B. Ramsey, Esq. (Bar No. 042661997)  
Jeffrey L. Chase, Esq.  
Michael B. Gallub, Esq. (*Pro hac vice* to be filed)  
**CHASE, KURSHAN, HERZFELD & RUBIN, LLC**  
354 Eisenhower Parkway, Suite 1100  
Livingston, New Jersey 07039  
Telephone: (973) 535-8840

*Attorneys for Defendant  
Audi of America, LLC*

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

DONALD F. BROWNE JR., on behalf of  
himself and all others similarly situated,

Plaintiff,

vs.

AUDI AG and AUDI OF AMERICA, LLC,

Defendants.

Civil Action No.: \_\_\_\_\_

*Document electronically filed*

**CERTIFICATION PURSUANT TO  
LOCAL CIVIL RULE 11.2**

Pursuant to Local Civil Rule 11.2, the above-captioned matter is not the subject of any other action pending in any court, nor of any pending arbitration or administrative proceeding.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 30, 2018

By: \_\_\_\_\_

  
Homer B. Ramsey, Esq. (Bar No. 042661997)  
Jeffrey L. Chase, Esq.  
Michael B. Gallub, Esq. (*Pro hac vice* to be filed)  
**CHASE, KURSHAN, HERZFELD & RUBIN, LLC**  
354 Eisenhower Parkway, Suite 1100  
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Facsimile: (973) 535-8841

*Attorneys for Defendant,  
Audi of America, LLC*

Homer B. Ramsey, Esq. (Bar No. 042661997)  
Jeffrey L. Chase, Esq. (Bar No. 000501977)  
Michael B. Gallub, Esq. (*pro hac vice* to be filed)  
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354 Eisenhower Parkway, Suite 1100  
Livingston, New Jersey 07039  
Telephone: (973) 535-8840

*Attorneys for Defendant*  
*Audi of America, LLC*

**IN THE UNITED STATES DISTRICT  
COURT FOR THE DISTRICT OF NEW  
JERSEY**

DONALD F. BROWNE, JR., on behalf of  
himself and all others similarly situated,

Plaintiff,

vs.

AUDI AG and AUDI OF AMERICA, LLC,

Defendants.

Civil Action No. 18-cv-\_\_\_\_\_

***Document electronically filed***

**CERTIFICATE OF SERVICE**

**I, Homer B. Ramsey, ESQ.,** hereby certify as follows:

1. I am an attorney at law admitted to practice before this Court and am associated with the firm Chase, Kurshan, Herzfeld & Rubin, LLC, attorneys for Defendant Audi of America, LLC, in the above-captioned matter. On August 30, 2018, I electronically filed and served the following documents on behalf of Defendant:

- a. Notice of Removal with accompanying exhibits;
- b. Certification Pursuant to Local Civil Rule 10.1 (a);
- c. Certification Pursuant to Local Civil Rule 11.2;
- d. Civil Cover Sheet; and
- e. Corporate Disclosure Statement Pursuant to Rule 7.1 Certification.

f. Notice of Filing of Notice of Removal

2. On August 30, 2018, service of each of the foregoing documents was also made upon the following via UPS Overnight mail: Stephen P. DeNittis, Counsel for Plaintiff, 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton, New Jersey 08053.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: August 30, 2018

By: s/ Homer B. Ramsey  
Homer B. Ramsey, Esq. (Bar No. 042661997)  
Jeffrey L. Chase, Esq. (Bar No. 000501977)  
Michael B. Gallub, Esq. (*Pro hac vice* to be filed)  
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& RUBIN, LLC**  
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*Attorneys for Defendant  
Audi of America, LLC*

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Claims Replacement Brakes on Audi Q7 Vehicles Emit 'High-Pitched Squealing Noise'](#)

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