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11 Attorneys for Plaintiff and the Putative Class  
12 \**Pro Hac Vice Applications to be submitted*

13 [Additional counsel on signature page]

14  
15 **UNITED STATES DISTRICT COURT**

16 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

17 TRAVIS SWANK, on behalf of themselves )  
and all others similarly situated, )  
18 )  
Plaintiff, )  
19 v. )  
20 PORSCHE CARS NORTH AMERICA, )  
INC., )  
21 Defendant. )

Case No.:

**CLASS ACTION COMPLAINT**

- 1. Violation of the California Consumer Legal Remedies Act (Civ. Code § 1750, *et seq.*);
- 2. Violation of California Unfair Competition Laws (Bus. & Prof. Code § 17200);
- 3. Violation of California False Advertising Law (Bus. & Prof. Code § 17500, *et seq.*);
- 4. Breach of Implied Warranty;
- 5. Breach of Written Warranty under the Magnuson-Moss Warranty Act (15 U.S.C. § 2301, *et seq.*);
- 6. Common Law Fraud; and
- 7. Unjust Enrichment

**DEMAND FOR JURY TRIAL**

1 Plaintiff Travis Swank brings this action against Porsche Cars North America, Inc.  
2 (“Defendant”), by and through his attorneys, individually and on behalf of all others similarly situated,  
3 and alleges as follows:

4 **I. INTRODUCTION**

5 1. This is a class action lawsuit brought by Plaintiff on behalf of himself and a class of  
6 current and former Porsche vehicle owners and lessees with defective camshaft adjuster bolts utilized in  
7 numerous Porsche vehicles sold in the United States, including but not limited to: Cayenne S (MY  
8 2011), Cayenne Turbo (MY 2011), Panamera (MYs 2011 and 2012), Panamera 4 (MYs 2011 and  
9 2012), Panamera 4S (MYs 2010, 2011, and 2012), Panamera S (MYs 2010, 2011, and 2012), and  
10 Panamera Turbo (MYs 2010, 2011, and 2012) (collectively, the “Class Vehicles”).<sup>1</sup>

11 2. This action arises from Defendant’s failure, despite its longstanding knowledge of a  
12 material defect, to disclose to Plaintiff and other consumers that the Class Vehicles’ camshaft adjuster  
13 bolts are defective and can potentially result in catastrophic engine failure (the “Camshaft Defect”), and  
14 to provide fair and equitable redress to these consumers.

15 3. The Camshaft Defect can cause engine failure while the Class Vehicles are in operation  
16 at any time and under any driving condition or speed. This exposes the driver and occupants of the  
17 Class Vehicles, as well as others who share the road with them, to an increased risk of accident, injury,  
18 or death. As discussed further herein, numerous owners and lessees of the Class Vehicles have  
19 experienced engine damage and catastrophic failure while operating a Class Vehicle, thus placing  
20 themselves and those around them in immediate danger.

21 4. Not only did Defendant actively conceal the fact that particular components within the  
22 Class Vehicles’ engines are defective, it failed to reveal that the existence of the defect would diminish  
23 the intrinsic and resale value of the Class Vehicles and lead to the safety concerns described herein.

24 5. Defendant has long been aware of the Camshaft Defect and many owners and lessees of  
25 the Class Vehicles have communicated with Defendant or its agents to request that it remedy and/or  
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28 <sup>1</sup> Plaintiff reserves the right to amend or add to the vehicle models included in the definition of Class Vehicles after conducting discovery.

1 address the Camshaft Defect. Yet, notwithstanding its longstanding knowledge of this defect and such  
2 requests, Defendant has routinely refused to repair the Class Vehicles without charge.

3 6. As a result of Defendant's unfair, deceptive, and/or fraudulent business practices,  
4 owners and/or lessees of the Class Vehicles, including Plaintiff, have suffered an ascertainable loss of  
5 money and/or property and/or loss in value.

6 7. Had Plaintiff and other Class members known about the Camshaft Defect at the time of  
7 purchase or lease, they would not have bought or leased the Class Vehicles, or would have paid  
8 substantially less for them.

9 8. As a result of the Camshaft Defect and the monetary costs associated with attempting to  
10 repair such defect, Plaintiff and the Class members have suffered injury in fact, incurred damages, and  
11 have otherwise been harmed by Defendant's conduct.

12 9. Accordingly, Plaintiff brings this action to redress Defendant's violations of California's  
13 consumer fraud statutes and the Magnuson-Moss Warranty Act, and to also seek recovery for  
14 Defendant's breach of implied warranty, and common law fraud.

## 15 **II. JURISDICTION AND VENUE**

16 10. This Court has diversity jurisdiction over this action under 28 U.S.C. § 1332(a) and (d)  
17 of the Class Action Fairness Act of 2005 because: (i) there are 100 or more Class members, (ii) there is  
18 an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs, and (iii)  
19 there is minimal diversity because at least one Plaintiff and one Defendant are citizens of different  
20 States. This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

21 11. This Court has personal jurisdiction over Plaintiff because Plaintiff submits to the  
22 Court's jurisdiction. This Court has personal jurisdiction over Defendant because it has been present by  
23 conducting and continuing to conduct substantial business in this federal judicial District, and because  
24 it has committed many of the acts and omissions complained of herein in the District. As such,  
25 Defendant is subject to personal jurisdiction in this District.

26 12. Venue as to Defendant is proper in this judicial district under 28 U.S.C § 1391  
27 because Defendant has one or more authorized Porsche dealers within this district, has advertised in  
28 this district, and has received substantial revenue and profits from its sales and/or leasing of Class

1 Vehicles in this district, including to Plaintiff Swank and other members of the Class; therefore, a  
2 substantial part of the events and/or omissions giving rise to the claims occurred, in part, within this  
3 district.

4 **III. PARTIES**

5 **A. Plaintiff**

6 13. Plaintiff Travis Swank is a resident and citizen of California, and currently resides in  
7 Wheatland, California.

8 14. In or around May 2014, Plaintiff purchased a pre-owned 2011 Porsche Cayenne with  
9 approximately 32,600 miles on the odometer (VIN: WP1AB2A29BLA45433).

10 15. On or about March 29, 2017, with approximately 86,000 miles on the odometer,  
11 Plaintiff was driving when his engine failed. Plaintiff brought his vehicle to Niello Porsche, an  
12 authorized dealer and service center located in Rocklin, California. Niello Porsche confirmed that  
13 camshaft bolt had failed and that he would require a new engine that would cost approximately \$25,000  
14 to \$30,000.

15 16. In lieu of replacing the entire engine, Plaintiff elected to fix the damaged components  
16 himself. Plaintiff purchased the necessary parts from Niello Porsche for \$1,841.66 and when all  
17 purchases for the repair were accounted for, the cost was over \$2,000. The repair took Plaintiff more  
18 than 60 hours to complete – time which he was not reimbursed for.

19 17. Plaintiff Swank has suffered an ascertainable loss as a result of Defendant's omissions  
20 and/or misrepresentations associated with the engine defect, including, but not limited to, out of pocket  
21 losses associated with the Camshaft Defect, diminished value of his vehicle, and other consequential  
22 damages.

23 18. Neither Defendant, nor any of their agents, dealers, or other representatives informed  
24 Plaintiff Swank of the existence of the Camshaft Defect prior to, or any time after, his purchase.

25 **B. Defendant**

26 19. Defendant Porsche Cars North America, Inc., is a corporation which is incorporated  
27 under the laws of Delaware, with its principal place of business located at One Porsche Drive, Atlanta,  
28 Georgia.

1           20. Defendant is a wholly-owned subsidiary of Dr. Ing. h.c. F. Porsche AG, which is  
2 headquartered in Stuttgart, Germany.

3                           **IV. TOLLING OF STATUTES OF LIMITATIONS**

4           21. Any applicable statute(s) of limitations have been tolled by Defendant's knowing and  
5 active concealment and denial of the facts alleged herein. Plaintiff and the members of the Class could  
6 not have reasonably discovered the true, latent nature of the Camshaft Defect until shortly before this  
7 class action litigation was commenced.

8           22. Defendant was and remains under a continuing duty to disclose to Plaintiff and the  
9 members of the Class the true character, quality and nature of the Class Vehicles, that the Camshaft  
10 Defect is based on the use of defective materials, that it will require costly repairs, that it poses a safety  
11 concern, and that it diminishes the resale value of the Class Vehicles. As a result of the active  
12 concealment by Defendant, any and all applicable statutes of limitations otherwise applicable to the  
13 allegations herein have been tolled.

14                           **V. FACTUAL ALLEGATIONS**

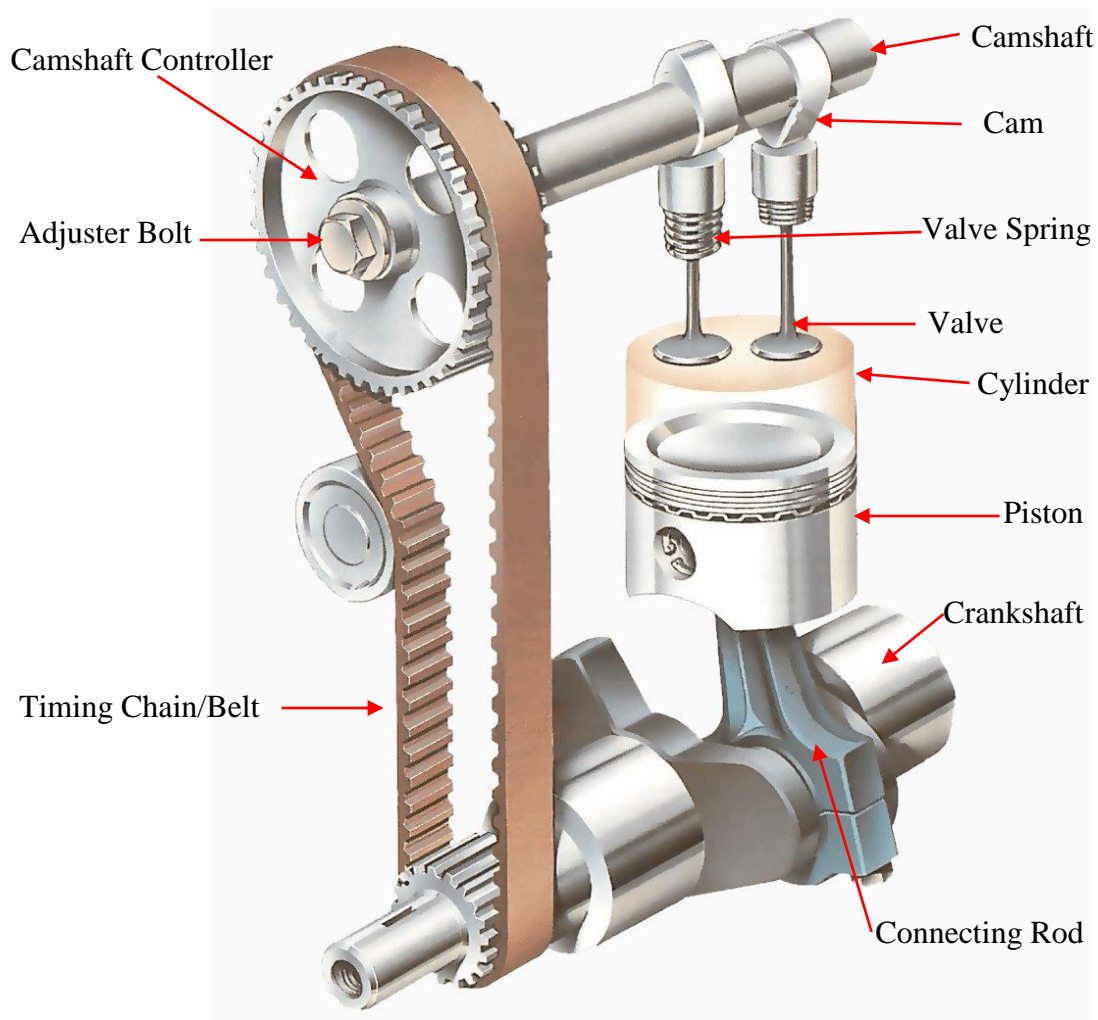
15           **A. The Camshaft Defect within the Class Vehicles**

16           23. Between 2010 and 2012, Defendant designed and manufactured, *inter alia*, the  
17 following Class Vehicles: Cayenne S (MY 2011), Cayenne Turbo (MY 2011), Panamera (MY 2011  
18 and 2012), Panamera 4 (MYs 2011 and 2012), Panamera 4S (MY 2010, 2011, and 2012), Panamera S  
19 (MY 2010, 2011, and 2012), and Panamera Turbo (MY 2010, 2011, and 2012).

20           24. All Class Vehicles include camshafts, which control the opening and closing of the  
21 intake and exhaust valves and are driven by a timing chain. A diagram depicting a camshaft and its  
22 function within the engine is below:

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25. A camshaft acts as a timing device that controls the opening and closing of the intake and exhaust valves. The camshaft contains cams that are egg-shaped lobes that actuate the valvetrain, either by moving lifters and pushrods, or by pushing directly on the valve stems. The camshaft is secured to a controller by an adjuster bolt and is bound to crankshaft rotation by a timing chain. If the adjuster bolt fails, then the controller is no longer secured to the camshaft drive and because the engine is “out-of-time” the valves can contact the piston crowns, causing extensive internal engine damage.

26. Camshaft adjuster bolts are designed to function for periods (and mileages) substantially in excess of those specified in Defendant’s warranties, and given past experience, consumers reasonably expect to enjoy the use of an automobile without worry that the camshaft adjuster bolts, and thus the engine, will catastrophically fail for significantly longer than the limited times and mileages identified in Defendant’s warranties.

1 27. Automobiles must incorporate materials that are able to withstand foreseeable usage  
2 conditions such as the operation of the vehicle without the failure of the camshaft adjuster bolts. A  
3 vehicle can suffer catastrophic damage and costly repairs from customary environmental and usage  
4 conditions when an insufficient vehicle design is implemented.

5 28. The Class Vehicles were manufactured with defective camshaft adjuster bolts. This  
6 defect renders the Class Vehicles prone to the Camshaft Defect and in some instances to catastrophic  
7 engine failure. The Camshaft Defect poses serious safety and security issues for operators and  
8 occupants of the Class Vehicles.

9 29. In many instances, consumers have incurred and will continue to incur expenses for the  
10 diagnosis of the Camshaft Defect, repair and replacement of the engine, despite such defect having  
11 been contained in the Class Vehicles when manufactured by Defendant.

12 30. Upon information and belief, Defendant, through (1) its own records of customers'  
13 complaints, (2) dealership repair records, (3) records from the National Highway Traffic Safety  
14 Administration ("NHTSA"), (4) warranty and post-warranty claims, (5) camshaft adjuster bolt failure  
15 in prior model years, (6) pre-sale durability testing, and (7) other various sources, was well aware of the  
16 Camshaft Defect but failed to notify consumers of the nature and extent of the problems with the Class  
17 Vehicles' engines or provide any adequate remedy.

18 31. Defendant failed to adequately research, design, test, and/or manufacture the Class  
19 Vehicles before warranting, advertising, promoting, marketing, and selling the Class Vehicles as  
20 suitable and safe for use in an intended and/or reasonably foreseeable manner.

21 32. Porsche is experienced in the design and manufacture of consumer vehicles. As N  
22 experienced manufacturer, Porsche conducts tests, including pre-sale durability testing, on incoming  
23 components, including the camshaft adjuster bolts, to verify the parts are free from defect and align  
24 with Porsche's specifications.<sup>2</sup> Thus, Porsche knew or should have known the camshaft adjuster bolts  
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27 <sup>2</sup> Akweli Parker, *How Car Testing Works*, HOWSTUFFWORKS.COM, [http://auto.howstuffworks.com/car-](http://auto.howstuffworks.com/car-driving-safety/safety-regulatory-devices/car-testing.htm)  
28 [driving-safety/safety-regulatory-devices/car-testing.htm](http://auto.howstuffworks.com/car-driving-safety/safety-regulatory-devices/car-testing.htm) ("The idea behind car testing is that it allows  
manufactures to work out all the kinks and potential problems of a model before it goes into full  
production.") (last viewed August 31, 2017).



1 were defective and prone to put drivers in a dangerous position as a result of the inherent risk of the  
2 Camshaft Defect.

3 33. Additionally, Defendant should have learned of this widespread defect from the sheer  
4 number of reports received from dealerships. Defendant's customer relations department, which  
5 interacts with individual dealerships to identify potential common defects, has received numerous  
6 reports regarding the Camshaft Defect, which led to the release of the technical service bulletin  
7 ("TSB") and recall. Porsche's customer relations department also collects and analyzes field data  
8 including, but not limited to, repair requests made at dealerships, technical reports prepared by  
9 engineers who have reviewed vehicles for which warranty coverage is being requested, parts sales  
10 reports, and warranty claims data.

11 34. Defendant's warranty department similarly analyzes and collects data submitted by its  
12 dealerships in order to identify trends in its vehicles. It is Defendant's policy that when a repair is made  
13 under warranty, the dealership must provide Porsche with detailed documentation of the problem and  
14 the fix employed to correct it. Dealerships have an incentive to provide detailed information to  
15 Defendant because they will not be reimbursed for any repairs unless the justification is sufficiently  
16 detailed.

17 35. Defendant expressly warranted that the Class Vehicles' engines would be free from  
18 defects for a period of four years or 50,000 miles, whichever occurs first.

19 36. Buyers, lessees, and other owners of the Class Vehicles were without access to the  
20 information concealed by Defendant as described herein, and therefore reasonably relied on  
21 Defendant's representations and warranties regarding the quality, durability, and other material  
22 characteristics of their vehicles. Had these buyers and lessees known of the defect and the potential  
23 danger, they would have taken steps to avoid that danger and/or would have paid less for their vehicles  
24 than the amounts they actually paid, or would not have purchased the vehicles.

25 37. Porsche has alleged that in 2012, it began receiving information about field incidents in  
26 certain Cayenne and Panamera vehicles, in which the affected vehicles exhibited noticeable engine  
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1 noise and vibration, as well as an activated “check engine” warning lamp, presumably caused by the  
2 Camshaft Defect.<sup>3</sup>

3 38. On or about December 18, 2012, Defendant published a voluntary worldwide workshop  
4 campaign, which was published in the United States on December 18, 2012.

5 39. On or about March 11, 2013, Defendant issued a service Workshop Campaign,  
6 “WC22 - Replacing Camshaft Controller,” for the 2011 Cayenne S and Cayenne Turbo models,  
7 indicating that: “Due to a temporary screw connection assembly problem, existing threaded  
8 connections on the camshaft controller can become strained to such an extent that the function of the  
9 camshaft controller cannot be guaranteed over the service life of the vehicle.”

10 40. On or about April 30, 2013, Dr. Ing. h.c. F. Porsche AG, Defendant’s parent  
11 company, issued a Pollution Recall Campaign (Campaign No. Gai -1911) in Japan for nine Porsche  
12 vehicle models, including many which are Class Vehicles indicating the same problem is identified in  
13 WC-22: “Due to a temporary screw connection assembly problem, existing threaded connections on the  
14 camshaft controller can become strained to such an extent that the function of the camshaft controller  
15 cannot be guaranteed over the service life of the vehicle.”<sup>4</sup>

16 41. In or about February 2015, Porsche China recalled more than 14,000 vehicles in  
17 China, including some Panamera (2009 – 2011) and Cayenne (2010 – 2011) models, due to defective  
18 camshaft adjusters which could loosen or break, and indicated that it would replace the defective  
19 components for free for Chinese consumers.

20 42. Porsche China is a subsidiary of Dr. Ing. h.c. F. Porsche AG, Defendant’s parent  
21 company.

22 43. In the United States, there have been at least 25 official complaints to NHTSA  
23 regarding the quality of the camshaft adjuster bolts since 2015 as described in further detail at Section  
24 V.B. herein (Factual Allegations, Complaints by Other Class members).

25 44. On or about June 7, 2017, – several years after it first became aware of the  
26 Camshaft Defect -- Porsche issued a recall notice (NHTSA No. 17V368000; Porsche No. AH08), for  
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28 <sup>3</sup> <https://static.nhtsa.gov/odi/rc1/2017/RMISC-17V368-7437.pdf> (last visited August 9, 2017).

<sup>4</sup> <http://www.mlit.go.jp/common/000997761.pdf> (last visited Aug. 9, 2017).

1 the following Porsche vehicles, all due to engine stalling while driving: MY 2010-2012 Panamera S,  
2 Panamera 4S and Panamera Turbo vehicles, MY 2011-2012 Panamera and Panamera 4 vehicles, and  
3 MY 2011 Cayenne S and Cayenne Turbo vehicles.

4 45. On or about June 13, 2017, the U.S. Department of Transportation, National  
5 Highway Traffic Safety Administration (“NHTSA”), acknowledged Defendant’s notification of the  
6 Camshaft Defect for the Class Vehicles and assigned it NHTSA Campaign Number: 17V-36.

7 46. Among other information, the NHTSA included the following instruction in its June  
8 13, 2017, letter to Defendant: “Please amend your Defect Information report to explain why this recall  
9 was filed in June 2017 when recalls for the same failure were initiated in April 2013 for substantially  
10 similar vehicles in Japan and during January 2015 for vehicles in China and Korea.”

11 47. Porsche failed to provide reimbursement for U.S. consumers who had already  
12 sustained out-of-pocket expenses caused by the Camshaft Defect as part of its recall campaign.

13 48. Accordingly, on June 16, 2017, Plaintiff sent a letter to defendant pursuant to Cal.  
14 Civil Code § 1782(a) and Cal. Comm. Code § 2607(3)(A), which advised Defendant that it is in  
15 violation of California’s Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.* and the  
16 Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.* (“CLRA Letter”). *See* CLRA Letter attached  
17 as Exhibit 1.

18 49. The CLRA letter requested that Defendant immediately implement the following  
19 remedies:

- 20 • Disseminate a notice reasonably intended to reach all current and former  
21 owners and lessees of Class Vehicles, in a form approved by the above  
22 counsel, setting forth the camshaft fastener defect and delineating the  
23 details of the expanded warranty coverage for repairs.
- 24 • Subject to monitoring and confirmation by above counsel, provide to each  
25 Class Member:
  - 26 ○ Reimbursement for all expenses already incurred because of the  
27 defective camshaft fasteners, including repairs, diagnostics,  
28 diminution in value, and consequential costs (towing charges,  
vehicle rentals, etc.);
  - Free repairs that eliminate the camshaft fastener defect in Class  
Vehicles; and
  - Provide a warranty of 10 years/100,000 miles for the Class  
Vehicles related to the camshaft fastener defect identified above.

- 1 • Immediately cease selling and leasing Class Vehicles without first
- 2 notifying purchasers of the camshaft fastener defect, and otherwise
- 3 immediately cease to engage in the violations of the Consumers Legal
- 4 Remedies Act and Magnuson-Moss Warranty Act set forth above.
- 5 • Pay into a Court-approved escrow account an amount of money sufficient
- 6 to pay Plaintiff's attorneys' fees and costs.

7 50. Upon information and belief, as of June 17, 2017, Defendant's authorized dealerships

8 were still not providing repairs for the Camshaft Defect free of charge.

9 51. On June 19, 2017, Defendant contacted Plaintiff's counsel by phone and sent an email

10 enclosing a letter. A copy of Defendant's June 19, 2017, email and letter are attached as Exhibit 2.

11 52. When Plaintiff's counsel spoke to Defendant's representative on the telephone later that

12 day, the representative advised that the recall did not currently include reimbursement to Class

13 members who had incurred expenses from the Camshaft Defect prior to the recall notice. Defendant's

14 representative further indicated that he did not know if that would change.

15 53. Defendant issued no further response to the CLRA Letter.

16 54. On July 31, 2017, Plaintiff received a letter from Defendant about the Camshaft Defect

17 Recall ("Recall Letter"). The Recall Letter, for the first time, disclosed the Camshaft Defect to certain

18 Class members and advised that Defendant would "review your reimbursement request" if Class

19 members "previously paid for repairs relating to the [Camshaft Defect]." A copy of the Recall Letter is

20 attached as Exhibit 3.

21 55. Defendant's failure until July 2017 to notify the general public or the owners or lessees

22 of the Class Vehicles of the Camshaft Defect is particularly egregious because, after the Camshaft

23 Defect manifests, owners and lessees of the Class Vehicles may experience catastrophic engine failure,

24 placing the driver and his or her occupants at an increased risk of accident, injury, and death.

25 56. Despite Defendant's acknowledgement of the Camshaft Defect in the Class Vehicles

26 during the warranty period for all or nearly all of the Class Vehicles,<sup>5</sup> Defendant had declined to extend

27 goodwill coverage or reimbursement to those owners and lessees of the Class Vehicles who

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<sup>5</sup> Porsche's Warranty is in effect for four years or 50,000 miles, whichever occurs first.

1 experienced the Camshaft Defect after Defendant's warranty expired prior to receiving the CLRA  
2 Letter.

3 57. Further, while Defendant has indicated that it will replace defective camshaft adjuster  
4 bolts if failure has not yet occurred, it had refused to provide reimbursement for past expenses until  
5 after receiving the CLRA Letter.

6 58. Accordingly, Plaintiff's CLRA Letter was a substantial factor and catalyst in forcing  
7 Porsche to reimburse Class members for expenses incurred to fix the Camshaft Defect prior to the  
8 recall.

9 59. Moreover, the recall and belated reimbursement campaign still do not make Class  
10 members whole. Specifically, Class members are not provided damages that they have sustained from a  
11 vehicle with an inherent safety defect, which diminishes the value of the Class Vehicles. Additionally,  
12 Class members who experienced the Camshaft Defect but could not afford to pay for the repair (which  
13 could be as much as \$30,000) and were forced to sell their Class Vehicle at a significant discount, are  
14 also not made whole by the recall campaign.

15 **B. Complaints by Other Class members**

16 60. Plaintiff's experience is by no means an isolated or outlying occurrence. Indeed, the  
17 internet is replete with examples of blogs and other websites where consumers have complained of the  
18 exact same Camshaft Defect within the Class Vehicles.

19 61. Consumer complaints also indicate Defendant's awareness of the defect and its potential  
20 danger. Representative examples of complaints regarding the Class Vehicles are included below, all of  
21 which were manufactured by Defendant:

- 22 a. *Vehicle:* 2012 Porsche Cayenne  
23 *Date Complaint Filed:* 03/02/2017  
24 *Date of Incident:* 02/22/2017  
25 *Component(s):* Power Train  
26 *NHTSA ID Number:* 10958010  
27 *Consumer Location:* Louisville, KY  
28 *Vehicle Identification No. (VIN) (if known):* WP1AC2A22CL....  
*Summary:* CAMSHAFT ADJUSTER BOLTS FAILED... VEHICLE  
LOST POWER WHILE DRIVING, INCLUDING BRAKING SYSTEM  
AND POWER STEERING. PORSCHE RECALLED SOME 2011S,  
BUT NO 2s012 WERE RECALLED FOR THE SAME PROBLEM. I  
HAVE KEPT THE FAULTY PARTS WHICH MATCH PART  
NUMBER WITH KNOWN DEFECT. PORSCHE WOULD NOT  
HONOR GOODWILL OR ANY DISCOUNT, EVEN WITH PROOF OF  
MATCHING NUMBERS PER THE MANUFACTURER.

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- b. *Vehicle:* 2011 Porsche Cayenne  
*Date Complaint Filed:* 11/28/2016  
*Date of Incident:* 11/07/2016  
*Component(s):* Engine  
*NHTSA ID Number:* 10928336  
*Consumer Location:* Aurora, IL  
*Vehicle Identification No. (VIN) (if known):* WP1AB2A28BL....  
*Summary:* CAMSHAFT ADJUSTER BOLTS SNAPPED WHILE IN OPERATING MODE. BEING MADE OF ALUMINUM NOT STEEL AS IN PREVIOUS YEARS CAUSED THE ENGINE TO STOP OPERATING. PORSCHE USA REFUSED TO COOPERATE CITING AN OUT OF WARRANTY REASON. VEHICLE ONLY HAD 84000 MILES WHEN THIS FACTORY DEFECT HAS EFFECTED THE ENGINE.
- c. *Vehicle:* 2011 Porsche Cayenne  
*Date Complaint Filed:* 08/19/2016  
*Date of Incident:* 06/17/2016  
*Component(s):* Engine  
*NHTSA ID Number:* 10897068  
*Consumer Location:* Warren, NJ  
*Vehicle Identification No. (VIN) (if known):* WP1AB2A22BL....  
*Summary:* THE CAR STOPPED WHILE BEING DRIVEN IN TRAFFIC ON A BUSY SUBURBAN ROAD. THE CAR WOULD NOT RESTART. RIGHT BEFORE THE CAR SUDDENLY STOPPED THE PSM LIGHT CAME ON. THIS WAS THE ONLY THING THAT OCCURRED PRIOR TO THE SUDDEN STOP. THE CAR WAS PUSHED OUT OF THE ROAD AND FLAT BEDDED TO PAUL MILLER PORSCHE IN PARSIPPANY, N.J. THE SERVICE TECHNICIAN(S) FOUND THAT AT LEAST ONE ALUMINUM BOLT FROM THE CAM SHAFT ADJUSTER HAD SHEARED OFF AND FELL THROUGH THE ENGINE CAUSING COMPLETE ENGINE FAILURE. THE ONLY WAY TO REPAIR THE CAR WAS TO REPLACE THE ENGINE. THE CAR WAS PURCHASE BRAND NEW ON JUNE 15, 2011. THE CAR HAD BEEN SPECIAL ORDERED SEVERAL MONTHS PRIOR TO THE DELIVERY DATE. AFTER THIS INCIDENT, I RESEARCHED THIS ISSUE. IT APPEARS THAT PORSCHE CAYENNES AND PANAMERAS MANUFACTURED DURING THE SAME TIME PERIOD OUR CAR WAS MADE WERE RECALLED IN CHINA FOR THIS EXACT SAME ISSUE-ALUMINUM CAMSHAFT ADJUSTER BOLTS SHEARING OFF INTO THE ENGINE AND CAUSING TOTAL ENGINE FAILURE. THIS CAR WAS OUT OF THE PORSCHE 4 YEAR/50K WARRANTY PERIOD. I NOTIFIED PORSCHE NORTH AMERICA OF THIS INCIDENT AND THEY REFUSED TO REPLACE THE ENGINE. THE CAR WAS COVERED UNDER OUR GEICO MECHANICAL BREAKDOWN INSURANCE. GEICO SENT OUT INSPECTORS TO EXAMINE THE CAR AND DEEMED IT A TOTAL LOSS. WE SURRENDERED THE CAR TO GEICO AND WERE PAID WHAT THEY DEEMED THE CAR WAS WORTH. THE LAST TIME WE SAW THE CAR WAS AT PAUL MILLER PORSCHE IN PARSIPANNY, N.J. ON JULY 26TH WHEN WE EMPTIED IT OF OUR PERSONAL BELONGINGS. LUCKILY NO ONE WAS HURT IN THIS INCIDENT. OBVIOUSLY A CAR SUDDENLY STOPPING WHILE BEING DRIVEN IS HUGE DANGER. HAD THIS

1 OCCURRED ON A HIGHWAY OR IN FASTER TRAFFIC THE  
2 RESULTS COULD HAVE BEEN CATASTROPHIC.

- 3 d. *Vehicle:* 2011 Porsche Cayenne  
4 *Date Complaint Filed:* 08/09/2016  
5 *Date of Incident:* 08/09/2016  
6 *Component(s):* Engine  
7 *NHTSA ID Number:* 10894489  
8 *Consumer Location:* Spring Lake, NJ  
9 *Vehicle Identification No. (VIN) (if known):* WP1AC2A26BL....  
10 *Summary:* THERE HAVE BEEN INCREASING REPORTS OF  
11 VARIOCAM CAMSHAFT DRIVE BOLT FAILURES ON THE 2011  
12 PORSCHE CAYENNE V8 ENGINES. WHEN THESE BOLTS FAIL,  
13 ENGINE DAMAGE OCCURS, AND THE ENGINE TYPICALLY  
14 STOPS RUNNING. IN THE CASE OF THE TURBO MODEL - THIS  
15 CAN ALSO RESULT IN THE LOSS OF BRAKING ABILITY SINCE  
16 THE BRAKES ARE POWERED OFF A CAMSHAFT. THERE IS  
17 ALSO A LOSS OF POWER STEERING - MEANING YOU HAVE A  
18 4,500LB VEHICLE WITHOUT BRAKES OR STEERING. PORSCHE  
19 HAD A LIMITED "WORKSHOP CAMPAIGN" FOR THESE  
20 VEHICLES THAT ADDRESSED A CERTAIN RANGE OF VIN# IN  
21 THE USA. IT IS WC-22 (I'M ATTACHING A PDF OF IT.) THE  
22 FAILURES ARE NOW BEING REPORTED WITH INCREASING  
23 FREQUENCY IN VIN#'S NOT COVERED BY THIS WORKSHOP  
24 CAMPAIGN. THE CAMPAIGN INVOLVES REPLACING THE  
25 VARIOCAM ASSEMBLY WITH ONE ASSEMBLED WITH STEEL  
26 BOLTS RATHER THAN ALUMINUM BOLTS. EARLIER VERSIONS  
27 OF THIS ASSEMBLY ALSO USED STEEL BOLTS, AND THE  
28 FAILURES APPEAR LIMITED TO ONES WHERE THE ALUMINUM  
BOLTS WERE USED. THE MOST COMPLETE DISCUSSION ON  
THIS CAN BE FOUND AT:  
[HTTP://WWW.6SPEEDONLINE.COM/FORUMS/CAYENNE/319690-  
SNAPPED-CAMSHAFT-ADJUSTER-BOLT-ENGINE-BRAKE-  
HYDRAULICS-FAILURE.HTML](http://www.6speedonline.com/forums/cayenne/319690-snapped-camshaft-adjuster-bolt-engine-brake-hydraulics-failure.html) THERE ARE OTHER WEBSITES  
AND DISCUSSIONS ON THE SAME FAILURE. HERE IS AN  
ARTICLE ON THE RECALL PORSCHE DID IN CHINA FOR THE  
SAME PROBLEM:  
[HTTP://EUROPE.AUTONEWS.COM/ARTICLE/20150209/ANE/15020  
9861/PORSCHE-WILL-RECALL-SOME-PANAMERA-CAYENNE-  
MODELS-IN-CHINA](http://europe.autonews.com/article/20150209/ane/150209861/porsche-will-recall-some-panamera-cayenne-models-in-china). MINE HAS NOT FAILED YET - BUT IT  
APPEARS TO BE JUST A MATTER OF TIME, MINE HAS THE  
ALUMINUM BOLTS IN THE ASSEMBLY. I WOULD ASK THAT  
PORSCHE EXTEND THE WORKSHOP CAMPAIGN TO ALL THE  
VEHICLES WITH THE ALUMINUM BOLTS USED IN THE  
VARIOCAM ASSEMBLY. THE FAILURE OF BOTH BRAKES AND  
STEERING THAT OCCURS WHEN THESE BOLTS FAIL IS AN  
OBVIOUS SAFETY ISSUE WITH THESE VEHICLES. IT MAKES  
ME HESITANT TO DRIVE THE VEHICLE. I'VE ASKED THE  
LOCAL DEALER ABOUT IT, AND THEY CLAIM MY VEHICLE IS  
NOT EFFECTED.

- e. *Vehicle:* 2011 Porsche Cayenne S  
*Date Complaint Filed:* 02/04/2017  
*Date of Incident:* 11/01/2016  
*Component(s):* Engine  
*NHTSA ID Number:* 10949610



1            *Consumer Location:* San Francisco, CA  
2            *Vehicle Identification No. (VIN) (if known):* WP1AB2A23BL....  
3            *Summary:* THE CAMSHAFT ACTUATOR BOLTS BREAK AND  
4            CAUSING INTERNAL DAMAGE TO THE ENGINE, THE VEHICLE  
5            LOSE POWER SUDDENLY AND DIFFICULT TO ENGAGE THE  
6            BRAKE PEDAL.

7            f. *Vehicle:* 2011 Porsche Cayenne S  
8            *Date Complaint Filed:* 02/02/2017  
9            *Date of Incident:* 11/09/2016  
10           *Component(s):* Engine  
11           *NHTSA ID Number:* 10949006  
12           *Consumer Location:* Lexington, KY  
13           *Vehicle Identification No. (VIN) (if known):* WP1AB2A27DL....  
14           *Summary:* SNAPPED ALUMINUM CAMSHAFT SENSOR BOLT  
15           RESULTED IN TOTAL ENGINE FAILURE. THIS IS A KNOWN  
16           ISSUE BY PORSCHE AG HAS RESULTED IN AN AMENDMENT IN  
17           AN EXISTING SERVICE BULLETIN (WC-22) AND ALSO A  
18           RECALL OF OVER 14000 CAYENNES AND PANAMERAS IN  
19           CHINA.

20           g. *Vehicle:* 2011 Porsche Cayenne S  
21           *Date Complaint Filed:* 10/24/2016  
22           *Date of Incident:* 10/23/2016  
23           *Component(s):* Engine  
24           *NHTSA ID Number:* 10918673  
25           *Consumer Location:* Milford, CT  
26           *Vehicle Identification No. (VIN) (if known):* WP1AB2A21BL....  
27           *Summary:* FAULTY CAMSHAFT BOLTS IN EARLY V8'S OF THIS  
28           GENERATION (2011 MODELS) RESULTING IN LOSS OF ENGINE  
29           POWER, AND SOMETIMES BRAKES. VEHICLE BROKE DOWN IN  
30           THE MIDDLE OF A BUSY ROAD, LUCKILY WAS NOT AT  
31           HIGHWAY SPEED OR IT COULD HAVE BEEN VERY  
32           DANGEROUS.

33           h. *Vehicle:* 2011 Porsche Cayenne S  
34           *Date Complaint Filed:* 08/04/2015  
35           *Date of Incident:* 08/02/2015  
36           *Component(s):* Engine  
37           *NHTSA ID Number:* 10746230  
38           *Consumer Location:* Hillsborough, CA  
39           *Vehicle Identification No. (VIN) (if known):* WP1AB2A27BL....  
40           *Summary:* ON FREEWAY 65-70 MPH WHEN PSM FAILURE LIGHT  
41           CAME ON AND LOS OF POWER JUST MADE OFF FREE WITH  
42           CHUGGING AND TO A STOP . TOWED TO DEALER ON A  
43           SUNDAY 8/2/15 MONDAY CALL ALUMINUM BOLTS IN VALVE  
44           ADJUSTERS ? CAN DAMAGE OR DID THE ENGINE . NO  
45           RECALLS ON THEM AND IS A KNOWN PROBLEM .

46           i. *Vehicle:* 2011 Porsche Cayenne Turbo  
47           *Date Complaint Filed:* 05/30/2017  
48           *Date of Incident:* 05/24/2017  
49           *Component(s):* Engine  
50           *NHTSA ID Number:* 10992355  
51           *Consumer Location:* Shelton, CT  
52           *Vehicle Identification No. (VIN) (if known):* WP1AC2A29BL....



1           *Summary:* DRIVING ON HIGHWAY WHEN THE CAR  
2           DRAMATICALLY LOST POWER AND STALLED, LUCKILY I WAS  
3           CLOSE TO AN EXIT AND MANAGED TO GET OFF THE  
4           HIGHWAY. HOWEVER THERE WAS AN 18 WHEELER BEHIND  
5           ME THAT HAD TO BRAKE HARD TO AVOID HITTING ME. I GOT  
6           TO THE BOTTOM OF THE EXIT RAMP AND THE CAR WAS  
7           BARELY RUNNING. WAS ABLE TO GET IT BACK TO THE  
8           DEALER (WHICH WAS ONLY 1/4 MILE AWAY) THE PROBLEM  
9           WAS THE CAMSHAFT ADJUST BOLTS ON BANK #1 SHEARED.  
10          THIS IS A KNOWN DEFECTIVE PART AND PROBLEM WITH ALL  
11          PORSCH V8 ENGINES FROM 2011-2012.

12          j. *Vehicle:* 2011 Porsche Cayenne Turbo

13           *Date Complaint Filed:* 04/10/2017

14           *Date of Incident:* 03/31/2017

15           *Component(s):* Engine

16           *NHTSA ID Number:* 10971679

17           *Consumer Location:* South El Monte, CA

18           *Vehicle Identification No. (VIN) (if known):* WP1AC2A29BL....

19           *Summary:* PORSCH HAS A KNOW DEFECT IN  
20           THE CAMSHAFT ADJUSTER SCREW FAILURE PORSCH AS  
21           ALREADY LEAD A CAMPAIGN TO FIX THIS ISSUE IN OTHER  
22           PARTS OF THE GLOBE AND THIS FAILURE CAUSED MY  
23           VEHICLE TO HAVE CATASTROPHIC ENGINE FAILURE THAT  
24           PORSCH NOW WANTS \$35,199.00 TO FIX/REPAIR.

25           REFERENCES:

26           [HTTP://EUROPE.AUTONEWS.COM/ARTICLE/20150209/ANE/150209861/PORSCH-WILL-RECALL-SOME-PANAMERA-CAYENNE-MODELS-IN-CHINA-ON-CAMSHAFT](http://EUROPE.AUTONEWS.COM/ARTICLE/20150209/ANE/150209861/PORSCH-WILL-RECALL-SOME-PANAMERA-CAYENNE-MODELS-IN-CHINA-ON-CAMSHAFT)  
27           [HTTPS://WWW.6SPEEDONLINE.COM/FORUMS/CAYENNE-958/319690-SNAPPED-CAMSHAFT-ADJUSTER-BOLT-ENGINE-BRAKE-HYDRAULICS-FAILURE.HTML](https://WWW.6SPEEDONLINE.COM/FORUMS/CAYENNE-958/319690-SNAPPED-CAMSHAFT-ADJUSTER-BOLT-ENGINE-BRAKE-HYDRAULICS-FAILURE.HTML)

28          k. *Vehicle:* 2011 Porsche Cayenne Turbo

*Date Complaint Filed:* 02/22/2017

*Date of Incident:* 02/21/2017

*Component(s):* Engine

*NHTSA ID Number:* 10956246

*Consumer Location:* Hollywood, CA

*Vehicle Identification No. (VIN) (if known):* WP1AC2A21BL....

*Summary:* LATE 2010 TO EARLY 2012 PORSCH CAYENNE  
          VEHICLES WITH V8 ENGINES HAVE A MANUFACTURING  
          DEFECT WITH BOLTS THAT HOLD  
          THE CAMSHAFT ADJUSTERS. THE WEAK BOLTS IN QUESTION  
          ARE MADE OF ALUMINUM AND HAVE BEEN EXPERIENCING  
          FAILURES WHERE THEY SHEER OFF, CAUSING  
          CATASTROPHIC DAMAGE TO THE ENGINE. IF THIS FAILURE  
          OCCURS WHEN THE VEHICLE IS AT SPEED, A LOSS OF POWER  
          BRAKING AND STEERING WILL OCCUR AS A RESULT.  
          PORSCH IS AWARE OF THE PROBLEM AND WAS FORCED TO  
          RECALL ALL THE AFFECTED VEHICLES IN CHINA BY THE  
          CHINESE GOVERNMENT, BUT HAS SO FAR AVOIDED  
          RECALLING THE AFFECTED VEHICLES IN THE US. THE  
          NECESSARY REPAIRS INVOLVE REPLACING THE DEFECTIVE  
          BOLTS WITH STEEL ONES. PORSCH NO LONGER USES THE  
          DEFECTIVE BOLTS IN THEIR V8 ENGINES BUILT AFTER 2012. I

1 BELIEVE PORSCHE WILL NOT ADDRESS THIS DEFECT  
2 PROPERLY IN US CARS UNLESS AN INVESTIGATION IS  
3 LAUNCHED WITH THE POSSIBILITY OF A RECALL. REPAIR  
4 COSTS PER VEHICLE ARE ESTIMATED AT \$3500, COMPARED  
5 TO \$30,000 FOR THE COST OF A COMPLETE REPLACEMENT  
6 ENGINE. THERE ARE NUMEROUS WEBSITES WITH USERS  
7 EXPLAINING THE PROBLEM AND LIMITED REMEDIES. HERE  
8 ARE JUST A COUPLE: <https://www.6speedonline.com/forums/cayenne-958/319690-snapped-camshaft-adjuster-bolt-engine-brake-hydraulics-failure.html> <http://www.bestattorney.com/blog/porsche-camshaft-defect-comes-to-light> MY VEHICLE HAS THE DEFECTIVE BOLTS IN  
9 QUESTION BUT PORSCHE HAS SAID THEY WILL NOT CORRECT  
10 THE PROBLEM AND FEEL MY CAR IS NOT AT ISSUE. I FEEL IT  
11 IS ONLY A MATTER OF TIME BEFORE MY ENGINE  
EXPERIENCES THIS FAILURE. MY ONLY OPTIONS ARE TO  
EITHER MAKE THE REPAIRS AT MY COST, HOPING TO ONE  
DAY BE REIMBURSED, OR TO SELL THE VEHICLE. I AM  
HOPING BY FILING THIS INCIDENT INFORMATION, PORSCHE  
CAN BE PERSUADED TO CORRECT THEIR DEFECT IN THE  
THOUSANDS OF VEHICLES SOLD IN THE US. THANK YOU.

1. *Vehicle:* 2011 Porsche Cayenne Turbo  
*Date Complaint Filed:* 01/30/2017  
*Date of Incident:* 01/17/2017  
*Component(s):* Engine  
*NHTSA ID Number:* 10948598  
*Consumer Location:* Chesterfield, MO  
*Vehicle Identification No. (VIN) (if known):* WP1AC2A2XBL....  
*Summary:* CAMSHAFT ADJUSTER BOLTS STARTING TO BECOME  
LOOSE AND BACK OUT, WHICH IS A KNOWN  
MANUFACTURING DEFECT ON THOSE CARS, CAN LEAD TO  
SUDDEN UNPREDICTABLE LOSS OF STEERING AND BRAKING,  
AND POTENTIALLY ACCIDENTS, ESPECIALLY WITH VERY  
HEAVY AND VERY FAST CAR LIKE THIS ONE. DEALER  
QUOTED \$4000 TO FIX WITH NEW BOLTS AND ADJUSTERS.  
ATTACHED ARE PICTURES TAKEN WITH A BORESCOPE FROM  
MY ENGINE. I AM SCARED TO DRIVE IT. THIS SHOULD BE A  
RECALL. OWNERS SHOULD NOT BE PAYING FOR THIS. ALSO  
ATTACHED IS QUOTE FROM DEALER.

m. *Vehicle:* 2011 Porsche Cayenne Turbo  
*Date Complaint Filed:* 11/16/016  
*Date of Incident:* 11/12/2016  
*Component(s):* Engine  
*NHTSA ID Number:* 10926441  
*Consumer Location:* Asheville, NC  
*Vehicle Identification No. (VIN) (if known):* WP1AC2A21BL....  
*Summary:* MAJOR ENGINE FAILURE -RELATED TO DEFECT  
IDENTIFIED IN VOLUNTARY WORKSHOP CAMPAIGN WC-22-IN  
THE ALUMINUM CAMSHAFT ADJUSTER BOLTS WHICH HAVE  
A TENDENCY TO SHEER OFF, WHICH PREVENT  
THE CAMSHAFTS FROM RUNNING. IF THIS OCCURS IN  
THE CAMSHAFT THAT OPERATES THE VACUUM PUMP, THE  
POWER BRAKING WILL ALSO FAIL, WHICH WILL RESULT IN  
AN EXTREMELY DANGEROUS SITUATION ESPECIALLY IF THE  
DRIVER DOES NOT HAVE THE STRENGTH TO BRAKE THE CAR

1 WITHOUT THE VACUUM POWDERED BRAKES. THE BOLTS  
2 THEMSELVES MAY ALSO DROP INTO THE ENGINE AND CAUSE  
3 THE ENGINE TO FAIL. IN MY CASE VEHICLE HAD DEALER  
4 ROUTINE SERVICE CHECK 3-4 DAYS EARLIER- EVERYTHING  
5 "PERFECT". ON DAY OF FAILURE STOPPED FOR GAS AND  
6 AFTER RESTART HEARD A NEW "TICKING" AND CHECK  
7 ENGINE LIGHT CAME ON. I CALLED DEALER WHO  
8 INSTRUCTED ME TO COME OVER. I DROVE ABOUT 3-4 MILES  
9 TO DEALER NEW PSM FAILURE AND ANOTHER I DID NOT GET  
10 WHEN CAR LOST POWER AND SEEMED TO BRAKE POORLY..  
11 ROLLED INTO DEALER AND STILL THERE- ENGINE PULLED --  
12 MAY BE COMPLETE LOSS. DEALER ACKNOWLEDGED TODAY  
13 THIS IS THE SAME ISSUE AS WC-22.

8 n. *Vehicle:* 2011 Porsche Panamera  
9 *Date Complaint Filed:* 01/25/2017  
10 *Date of Incident:* 01/25/2017  
11 *Component(s):* Engine  
12 *NHTSA ID Number:* 10947697  
13 *Consumer Location:* Mohave Valley, AZ  
14 *Vehicle Identification No. (VIN) (if known):* WP0AA2A74BL....  
15 *Summary:* CAMSHAFT BOLTS FRACTURED. VEHICLE WAS  
16 STATIONARY AND WAS GETTING AN OIL CHANGE AT A  
17 PORSCHE MECHANIC. THIS COULD HAVE RESULTED IN  
18 FATALITIES AND FURTHER ENGINE DAMAGE HAD I BEEN  
19 DRIVING THE VEHICLE. THIS DEFECT WAS RECALLED ON  
20 THIS MODEL IN CHINA DUE TO IT BEING A SAFETY ISSUE.  
21 PORSCHE MUST BE HELD ACCOUNTABLE FOR THIS DEFECT IN  
22 THE US, AS IT IS AWARE OF THIS ISSUE. THIS IS CAN BE A  
23 DEVASTING HAZARD THAT CAN COST LIVES. IT MUST BE  
24 ATTENDED TO !!!!

17 o. *Vehicle:* 2011 Porsche Panamera  
18 *Date Complaint Filed:* 08/08/2016  
19 *Date of Incident:* 07/24/2016  
20 *Component(s):* Electronic Stability Control, Engine, Power Train  
21 *NHTSA ID Number:* 10894113  
22 *Consumer Location:* Houston, TX  
23 *Vehicle Identification No. (VIN) (if known):* Not available.  
24 *Summary:* THE CAM SHAFT ADJUSTER BOLTS WERE BROKEN  
25 AND ARE TEARING APART WITH IN THE ENGINE AND  
26 CAUSING THE CAR TO STOP AND NOT START BACK AGAIN,  
27 THIS IS ALSO GIVING THE CHECK ENGINE LIGHT, START STOP  
28 MODE DEACTIVATED, PSM FAILURE ERRORS, THERE IS A  
RECALL IN CHINA FROM PORSCHE ABOUT THE SAME ERRORS  
AND SAME YEAR MODELS.

25 p. *Vehicle:* 2011 Porsche Panamera  
26 *Date Complaint Filed:* 12/07/2016  
27 *Date of Incident:* 10/04/2016  
28 *Component(s):* Engine  
*NHTSA ID Number:* 10933749  
*Consumer Location:* Orlando, FL  
*Vehicle Identification No. (VIN) (if known):* WP0AB2A78BL....  
*Summary:* THE ENGINE OF MY PORSCHE PANAMERA WENT  
INTO A TOTAL FAILURE BECAUSE OF FAULTY DESIGN/PARTS

1 BY THE MANUFACTURER (I.E. SCREWS BROKE INSIDE  
2 THE CAMSHAFT/ BLOCK). AFTER DOING RESEARCH ONLINE,  
3 THIS IS A VERY COMMON PROBLEM WITH PORSCHE  
4 PANAMERA, EVEN THE SERVICE MANAGER AT THE  
5 DEALERSHIP (PORSCHE OF ORLANDO) TOLD ME THIS. DUE TO  
6 THIS ISSUE, THE CAR, WHILE MY SON WAS DRIVING,  
7 ESSENTIALLY STOPPED WORKING AND QUICKLY  
8 DECELERATED FROM 70 MPH TO A COMPLETE STOP IN A  
9 MATTER OF SECONDS. LUCKILY, THE SEMI THAT WAS  
10 BEHIND HIM MANAGED TO AVOID A COLLISION WHICH, IF  
11 SUCH A COLLISION WERE TO HAPPEN, COULD HAVE EASILY  
12 KILLED MY SON. PORSCHE ACKNOWLEDGES THAT THIS  
13 PROBLEM EXISTS AND A SIMPLE INTERNET SEARCH WILL  
14 DISPLAY MULTIPLE COMPLAINTS OF IDENTICAL PROBLEMS  
15 WITH THIS VEHICLE'S ENGINE BUT PORSCHE IS NEGLIGENT  
16 BY REFUSING TO ISSUE A RECALL ON THE VEHICLES  
17 SUSCEPTIBLE TO THIS PROBLEM. NOT ONLY IS THIS A  
18 HAZARD, PORSCHE REFUSES TO ISSUE REPARATIONS TO  
19 OWNERS AFFECTED BY THIS PROBLEM LEAVING PEOPLE  
20 LIKE ME OUT OF WARRANTY AND A CAR AS THE ONLY  
21 SOLUTION IS A COMPLETE ENGINE REPLACEMENT WHICH  
22 COST MORE THAN THE CAR IS WORTH. EVEN IN OTHER  
23 COUNTRIES, NAMELY CHINA, RECALLS HAVE BEEN ISSUED  
24 FOR THIS VERY PROBLEM, YET HERE IN THE U.S., THERE HAS  
25 BEEN NOTHING. THIS SEEMS TO BE A COMMON ISSUE WITH  
26 THIS COMPANY AS VW, THE PARENT COMPANY, WAS  
27 RECENTLY SUED FOR LYING ON MECHANICAL STATISTICS  
28 (I.E. EMISSION REPORTS). I AM HOPING THAT YOU WILL  
ASSIST ME IN MAKING A COMPELLING CASE AND ASSURE  
THAT PORSCHE ANSWERS FOR THEIR NEGLIGENCE AND  
REFUSAL TO HELP ITS CUSTOMERS. \*TR

17 q. *Vehicle:* 2011 Porsche Panamera  
18 *Date Complaint Filed:* 04/04/2016  
19 *Date of Incident:* 04/12/2016  
20 *Component(s):* Engine  
21 *NHTSA ID Number:* 10855432  
22 *Consumer Location:* Greenville, SC  
23 *Vehicle Identification No. (VIN) (if known):* WP0AA2A71BL....  
24 *Summary:* TL\* THE CONTACT OWNS A 2011 PORSCHE  
25 PANAMERA. WHILE DRIVING 30 MPH, AN ABNORMAL NOISE  
26 WAS HEARD, THE SPEED REDUCED, THE VEHICLE SHOOK  
27 VIOLENTLY, AND THE ENGINE STALLED. THE FAILURE  
28 OCCURRED ONCE. THE VEHICLE WAS TAKEN TO AN  
INDEPENDENT MECHANIC WHERE IT WAS DIAGNOSED THAT  
THE CAMSHAFT AND BOLTS FAILED AND NEEDED TO BE  
REPLACED. THE VEHICLE WAS NOT REPAIRED. THE  
MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE  
FAILURE MILEAGE WAS APPROXIMATELY 41,000.

26 r. *Vehicle:* 2011 Porsche Panamera  
27 *Date Complaint Filed:* 12/01/2015  
28 *Date of Incident:* 11/01/2015  
*Component(s):* Engine  
*NHTSA ID Number:* 10807762  
*Consumer Location:* Unknown

1            *Vehicle Identification No. (VIN) (if known):* WP0AB2A74BL....  
2            *Summary:* "TAKATA RECALL" CAMSHAFT ADJUSTER BOLT PIN  
3            BROKE OFF AND CAMSHAFT CAME A PART. INCIDENT  
4            HAPPENED ON FREEWAY. HAD THE CAR TOWED TO THE  
5            DEALERSHIP AND THEY TOOK A PART THE ENGINE AND  
6            FOUND A BUNCH OF METAL IN THE OIL PAN. THE ENTIRE  
7            ENGINE HAD TO BE REPLACED. THERE WAS A RECALL FOR  
8            THIS ISSUE ON CARS IMPORTED INTO CHINA BUT THAT DID  
9            NOT COVER MY CAR. PORSCHE KNEW ABOUT THIS PROBLEM  
10           BUT REFUSING TO FIXED. THE COST OF THE NEW ENGINE IS  
11           \$25000. THE CARS SHOULD BE RECALLED IN UNITED STATES  
12           BY PORSCHE. ITS A COMMON PROBLEM WITH THIS VEHICLE  
13           WITH THOUSANDS OTHER COMPLAINTS FROM OTHER  
14           DRIVERS. MY WARRANTY EXPIRED ON NOVEMBER 1 2015  
15           CAR BROKE DOWN NOVEMBER 3 2015.

9            s.    *Vehicle:* 2011 Porsche Panamera  
10           *Date Complaint Filed:* 10/08/2015  
11           *Date of Incident:* 09/13/2015  
12           *Component(s):* Engine, Power Train  
13           *NHTSA ID Number:* 10780826  
14           *Consumer Location:* Unknown  
15           *Vehicle Identification No. (VIN) (if known):* WP0AA2A79BL....  
16           *Summary:* TL\* THE CONTACT OWNS A 2011 PORSCHE  
17           PANAMERA. WHILE DRIVING 35 -40 MPH, THE VEHICLE  
18           STALLED AND THE SPEED DROPPED TO 10 MPH. THE ENGINE  
19           POWER REDUCED WARNING LIGHT AND THE TRACTION  
20           CONTROL DISABLED WARNING LIGHT ILLUMINATED ON THE  
21           INSTRUMENT PANEL. THE VEHICLE WAS TOWED TO A LOCAL  
22           DEALER, WHO DIAGNOSED THAT THE CAM SHAFTADJUSTER  
23           DETACHED AND MAY HAVE CAUSED AN ENGINE BLOCK,  
24           RESULTING IN A LOSS OF ENGINE POWER. THE  
25           MANUFACTURER WAS NOTIFIED AND ADVISED THE  
26           CONTACT TO SEE A LOCAL DEALER. THE FAILURE MILEAGE  
27           WAS 46,000.

19           t.    *Vehicle:* 2011 Porsche Panamera  
20           *Date Complaint Filed:* 08/21/2015  
21           *Date of Incident:* 04/24/2015  
22           *Component(s):* Engine  
23           *NHTSA ID Number:* 10750386  
24           *Consumer Location:* Annandale, VA  
25           *Vehicle Identification No. (VIN) (if known):* WP0AB2A76BL....  
26           *Summary:* CAMSHAFT ADJUSTER BOLT PIN BROKE OFF  
27           AND CAMSHAFT CAME A PART. INCIDENT HAPPENED WHILE  
28           SITTING AT A TRAFFIC LIGHT. HAD THE CAR TOWED TO THE  
29           DEALERSHIP AND THEY TOOK A PART THE ENGINE AND  
30           FOUND A BUNCH OF METAL IN THE OIL PAN. THE ENTIRE  
31           ENGINE HAD TO BE REPLACED. THERE WAS A RECALL FOR  
32           THIS ISSUE ON CARS IMPORTED INTO CHINA BUT THAT DID  
33           NOT COVER MY CAR. HAD TO PAY FOR THE REPAIR OUT OF  
34           POCKET WITH SOME HELP FROM THE EXTENDED WARRANTY  
35           COMPANY.

28           u.    *Vehicle:* 2010 Porsche Panamera S  
             *Date Complaint Filed:* 03/22/2017



1            *Date of Incident:* 02/24/2017  
2            *Component(s):* Engine, Power Train, Steering  
3            *NHTSA ID Number:* 10967672  
4            *Consumer Location:* Richmond, CA  
5            *Vehicle Identification No. (VIN) (if known):* WP0AB2A7XAL....  
6            *Summary:* ON FRIDAY FEBRUARY 24, 2017 A SMALL FAMILY OF  
7            4 WAS TRAVELLING ALONG INTERSTATE 5 (SOUTH) IN  
8            NORTHERN CALIFORNIA AT 8:03PM CRUISING AT 65 MPH IN  
9            THE FAR LEFT PASSING LANE WHEN THE DRIVER FELT A  
10            HEAVY VIBRATION AND BEGAN TO LOSE COMPLETE POWER  
11            OF THE VEHICLE INCLUDING ALL STEERING, ENGINE, AND  
12            BRAKES. THE DASHBOARD DISPLAYED: "REDUCED ENGINE  
13            POWER", "CHECK ENGINE OIL PRESSURE" , "PSM FAILURE",  
14            "START/STOP DEACTIVATION" FOLLOWED BY "CHECK  
15            ENGINE"-WHICH BEGAN BLINKING LEADING TO COMPLETE  
16            SHUTDOWN OF ENGINE WHILE TRAVELING AT 45-50 MPH.  
17            WITHOUT ANY CONTROL OF THE VEHICLE IN THE SAME  
18            OCCURRENCE A LOUD SUCTION NOISE WAS COMING FROM  
19            THE ENGINE COMPARTMENT FOLLOWED BY A LOUD  
20            DEAFENING NOISE. UPON REVIEW OF THE MANUFACTURE  
21            AND CERTIFIED TECHNICIANS THE CAR WAS DIAGNOSED  
22            AND IT WAS DETERMINED THE CRANK SHAFT BOLT PULLEY  
23            WAS SHAKEN OFF THE CAR CAUSING A COMPLETE  
24            CATASTROPHIC ENGINE FAILURE RESULTING IN A COMPLETE  
25            ENGINE REBUILD. THE PROBLEM LIES IN THE  
26            ALUMINUM CAMSHAFT ADJUSTER BOLTS WHICH HAVE A  
27            TENDENCY TO SHEER OFF, WHICH PREVENT THE CAMSHAFTS  
28            FROM RUNNING. IF THIS OCCURS IN THE CAMSHAFT THAT  
             OPERATES THE VACUUM PUMP, THE POWER BRAKING WILL  
             ALSO FAIL, WHICH WILL RESULT IN AN EXTREMELY  
             DANGEROUS SITUATION ESPECIALLY IF THE DRIVER DOES  
             NOT HAVE THE STRENGTH TO BRAKE THE CAR WITHOUT THE  
             VACUUM POWDERED BRAKES. THE BOLTS THEMSELVES MAY  
             ALSO DROP INTO THE ENGINE AND CAUSE THE ENGINE TO  
             FAIL. THIS LACK OF ATTENTION WILL EVENTUALLY LEAD TO  
             FATALITIES IF THIS ISSUE IS NOT RESOLVED!!! PLEASE  
             HELP!!!!

20            v. *Vehicle:* 2010 Porsche Panamera S  
21            *Date Complaint Filed:* 11/03/2016  
22            *Date of Incident:* 10/27/2016  
23            *Component(s):* Engine  
24            *NHTSA ID Number:* 10923957  
25            *Consumer Location:* Sacramento, CA  
26            *Vehicle Identification No. (VIN) (if known):* WP0AB2A78AL....  
27            *Summary:* MY ENGINE LIGHT CAME ON WHILE I WAS DRIVING  
28            SO I TOOK IT TO A MECHANIC AND HE TELLS ME IT'S  
             THE CAMSHAFT ADJUSTER IS CAUSING THE PROBLEM. THIS  
             SEEMS TO BE AN OCCURRENCE ON 2010-11 MODELS AND IS  
             EMISSIONS RELATED BUT CAN CAUSE ENGINE STALL. \*TR

27            w. *Vehicle:* 2011 Porsche Panamera Turbo  
28            *Date Complaint Filed:* 05/11/2015  
             *Date of Incident:* 03/22/2015  
             *Component(s):* Engine  
             *NHTSA ID Number:* 10923957

1           *Consumer Location:* Saddle Brook, NJ  
2           *Vehicle Identification No. (VIN) (if known):* WP0AB2A78AL....  
3           *Summary:* MY 2011 PORSCHE PANAMERA TURBO SUFFERED  
4           AN ENGINE FAILURE DUE TO DESIGN FLAW. IT WAS  
5           FORTUNATE THAT I WAS NOT MOVING FAST AT THE TIME,  
6           BECAUSE ENGINE POWER AND HYDRAULIC BRAKE ASSIST  
7           WAS LOST. IF THIS HAD HAPPENED AT HIGHWAY SPEEDS IT  
8           COULD EASILY HAVE CAUSED A FATAL ACCIDENT. THE  
9           ENGINE FAILURE WAS DUE TO FAULTY CAMSHAFTADJUSTER  
10          BOLTS WHICH BACK-OUT AND GET SHEARED OFF BY  
11          ANOTHER MOVING PART, AND THE DEBRIS CAUSE  
12          CATASTROPHIC ENGINE DAMAGE. THIS HAS BEEN KNOWN TO  
13          PORSCHE FOR YEARS AND THEY HAVE RECALLED THE CAR  
14          FOR THIS PROBLEM IN CHINA ONLY! THE LINK BELOW TO  
15          REUTERS SHOWS THAT PORSCHE HAS RECALLED 14,571 CARS  
16          IN CHINA FOR THIS DEFECT, BUT NONE IN THE US OR EUROPE  
17          WHICH ARE AFFECTED BY THE SAME ISSUE. PORSCHE NA  
18          PERFORMED AN ENGINE REPLACEMENT AT A DISCOUNTED  
19          PRICE FOR ME ON THE CONDITION THAT I WOULD NOT SPEAK  
20          TO THE MEDIA ABOUT IT. THIS SHOULD BE LOOKED INTO  
21          CLOSELY AS THEY ARE TAKING ADVANTAGE OF THE LOW  
22          VOLUME OF SALES OF THIS ENGINE AND TRYING TO SWEEP  
23          IT UNDER THE RUG. THIS COULD RESULT IN A DANGEROUS  
24          ACCIDENT AND IT IS IN FACT MORE LIKELY TO OCCUR AT  
25          HIGH RPM AND SPEED THAN LOW SPEED.  
26          [HTTP://UK.REUTERS.COM/ARTICLE/2015/02/07/UK-PORSCHE-  
27          CHINA-RECALL-IDUKKBN0LB0K920150207.](http://uk.reuters.com/article/2015/02/07/uk-porsche-china-recall-idukkbn0lb0k920150207) \*TR

- 15          x. *Vehicle:* 2010 Porsche Panamera Turbo  
16             *Date Complaint Filed:* 06/14/2017  
17             *Date of Incident:* 06/03/2017  
18             *Component(s):* Engine  
19             *NHTSA ID Number:* 10995234  
20             *Consumer Location:* DeWitt, MI  
21             *Vehicle Identification No. (VIN) (if known):* WP0AC2A74AL....  
22             *Summary:* TL\* THE CONTACT OWNS A 2010 PORSCHE  
23             PANAMERA TURBO. WHILE DRIVING 70 MPH AND  
24             ATTEMPTING TO PASS A VEHICLE, THE CHECK ENGINE AND  
25             ALL WHEEL DRIVE SYSTEM INDICATORS ILLUMINATED. THE  
26             REAR OF THE VEHICLE BEGAN TO SWERVE INDEPENDENTLY.  
27             THE CONTACT PULLED OVER AND WAS UNABLE TO RESTART  
28             THE VEHICLE. THE VEHICLE WAS TOWED TO OKEMOS AUTO  
              COLLECTION (2186 JOLLY RD, OKEMOS, MI 48864) WHERE IT  
              WAS DIAGNOSED THAT THE ENGINE EXPERIENCED A LOWER  
              END FAILURE, AS EVIDENCED BY THE ENGINE OIL AND  
              COOLANT MIXING. THE ENGINE NEEDED TO BE REPLACED.  
              THE MANUFACTURER WAS MADE AWARE OF THE FAILURE  
              AND STATED THAT THE CONTACT SHOULD PAY FOR THE  
              DEALER TO DISASSEMBLE THE ENGINE TO DETERMINE IF IT  
              WAS AN INTERNAL FAILURE, AND PORSCHE WOULD ASSIST,  
              IF NECESSARY. THE DEALER ALSO STATED THAT A CAM  
              SHAFT REPAIR WAS PREVIOUSLY PERFORMED ON THE  
              VEHICLE. THE VEHICLE WAS NOT REPAIRED. THE VIN WAS  
              NOT INCLUDED IN NHTSA CAMPAIGN NUMBER: 17V368000  
              (ENGINE). THE APPROXIMATE FAILURE MILEAGE WAS 36,000.



1 y. *Vehicle:* 2010 Porsche Panamera Turbo  
 2 *Date Complaint Filed:* 05/18/2017  
 3 *Date of Incident:* 05/09/2017  
 4 *Component(s):* Engine  
 5 *NHTSA ID Number:* 10986397  
 6 *Consumer Location:* Decatur, AL  
 7 *Vehicle Identification No. (VIN) (if known):* WP0AC2A75AL....  
 8 *Summary:* MY 2010 PORSCHE PANAMERA TURBO (HAS ONLY  
 9 68,700 MILES ON IT) WAS ACCELERATING FROM A RED LIGHT  
 10 ON A BUSY CITY STREET GOING STRAIGHT. AS I  
 11 APPROACHED 50 MPH THE CHECK ENGINE LIGHT CAME ON  
 12 WITH A MESSAGE THAT SAID "4WD SYSTEM FAILURE AND  
 13 AUTO STOP/START FUNCTION DISABLED". SO, I HAD IT  
 14 TOWED TO THE PORSCHE DEALER FOR SERVICE. THEY  
 15 FOUND THE CAM ADJUSTER BOLTS ON ONE BANK HAD  
 16 SHEARED OFF AND THE CAM ADJUSTER ON THE OTHER BANK  
 17 HAD LOOSENED UP. THEN A SIMPLE INTERNET WEB SEARCH  
 18 REVEALED THAT THIS IS A PROBLEM WELL KNOWN WORLD  
 19 WIDE BY PORSCHE BUT ONLY CHINA FORCED A RECALL DUE  
 20 TO SAFETY. SO THERE'S ALREADY A PRECEDENT FOR A  
 21 RECALL ON THIS ISSUE. DEFECTIVE OR SUBSTANDARD CAM  
 22 ADJUSTER BOLTS DESTROYS THE UNIT ITSELF THEN FALL  
 23 OFF INTO THE ENGINE AND DESTROY THE ENGINE. YOU  
 24 CAN'T JUST REPLACE THE BOLTS. PORSCHE DOES NOT SALE  
 THE BOLTS SEPERATE BECAUSE THE BOLTS ARE APART OF  
 THE UNIT ITSELF. THE BOLTS ARE MADE  
 OF ALUMINUM WHICH IS BOTH A MAJOR DESIGN FLAW AND  
 THE CAUSE OF THE FAILURE. THEY LATER UPDATED THE  
 UNIT WITH TITANIUM BOLTS. HOWEVER, THIS IS ONLY A RED  
 HERRING AND DOES NOTHING TO ADDRESS THE 1000'S OF  
 PORSCHE OWNERS IN AMERICA THAT'S ALREADY SUFFERED  
 AN ENGINE FAILURE AND SHOULD BE REIMBURSED AND IT  
 DOES NOTHING TO PREVENT CATASTROPHE FOR THOSE  
 WHOSE ENGINE WILL EVENTUALLY FAIL. THIS BANDAID  
 ALSO DOES NOTHING TO ADDRESS ALL ENGINES MADE  
 BEFORE THE 2013 UPDATE THAT'LL LIKELY SELF DESTRUCT  
 AND LEAD TO COMPLETE ENGINE FAILURE WHICH CAN  
 LOCK-UP THE MOTOR AND CAUSE SERIOUS INJURY OR  
 DEATH AT HIGHWAY SPEEDS OR IN TRAFFIC. THE US  
 GOVERNMENT SHOULD FORCE PORSCHE TO RECALL THESE  
 ENGINES JUST LIKE CHINA DID AND HOLD PORSCHE  
 ACCOUNTABLE TO REPLACE ALL THE DEFECTIVE CAM  
 ADJUSTERS AND THE ONES THAT HAS ALREADY FAILED  
 SHOULD HAVE ENGINE REPLACED IF IT'S SO BAD THEY CAN'T  
 EVEN FIND THE BOLTS. PORSCHE SHOULD BE ASHAMED. IF  
 RECALLED PORSCHE COULD OWE SOME PEOPLE BETWEEN  
 \$4K TO \$45K.

25 **VI. CLASS ACTION ALLEGATIONS**

26 62. Plaintiff brings this action as a class action pursuant to Federal Rules of Civil Procedure,  
 27 Rule 23(a), (b)(2), and (b)(3) on behalf of the following class:  
 28

1                   **The Nationwide Class**

2                   All persons or entities in the United States who are current or former  
3                   owners and/or lessees of a Class Vehicle.

4                   63.       Alternatively, Plaintiff proposes the following state-specific sub-class:

5                   **The California Class**

6                   All persons or entities in California who are current or former owners  
7                   and/or lessees of a Class Vehicle for primarily personal, family or  
8                   household purposes, as defined by California Civil Code § 1791(a).

9                   64.       Excluded from the Class are Defendant, its affiliates, employees, officers and directors,  
10                  persons or entities who purchased the Class Vehicles for resale, and the Judge(s) assigned to this case.  
11                  Plaintiff reserves the right to modify, change, or expand the Class definition.

12                  65.       Certification of Plaintiff's claims for class-wide treatment is appropriate because  
13                  Plaintiff can prove the elements of his claims on a class-wide basis using the same evidence as would  
14                  be used to prove those elements in individual actions alleging the same claim.

15                  66.       This action has been brought and may be properly maintained on behalf of each of the  
16                  Classes proposed herein under Federal Rules of Civil Procedure, Rule 23.

17                  67.       **Numerosity of the Class (Federal Rules of Civil Procedure, Rule 23(a)(1)):** The  
18                  members of the Class are so numerous that their individual joinder is impracticable. Plaintiff is  
19                  informed and believes that there are hundreds to thousands of purchasers in the Class. Inasmuch as the  
20                  Class members may be identified through business records regularly maintained by Defendant and its  
21                  employees, agents and dealers, and through the media, the number and identities of Class members can  
22                  be ascertained. Members of the Class can readily be notified of the pending action by e-mail, regular  
23                  mail, and supplemented by published notice, if necessary.

24                  68.       **Commonality and Predominance (Federal Rules of Civil Procedure, Rule 23(a)(2)):**  
25                  There are questions of law and fact common to the Class. These questions predominate over any  
26                  questions affecting only individual Class members. These common legal and factual issues include, but  
27                  are not limited to:

28                       a.   Whether Defendant engaged in the conduct alleged herein;

- b. Whether Defendant designed, advertised, marketed, distributed, leased, sold, or otherwise placed Class Vehicles into the stream of commerce in the United States;
- c. Whether Defendant designed, manufactured, marketed, distributed, leased, sold or otherwise placed Class Vehicles into the stream of commerce in the United States knowing that the Class Vehicles suffered from the Camshaft Defect;
- d. When did Defendant first learn of the existence of the Camshaft Defect in the Class Vehicles;
- e. Whether the Camshaft Defect constitutes a safety issue;
- f. Whether Defendant intentionally concealed from consumers that the Class Vehicles suffered from the Camshaft Defect;
- g. Whether breached the express terms of its contracts with purchasers and lessees when it marketed and sold Class Vehicles containing the Camshaft Defect;
- h. Whether Plaintiff and the other Class members have been harmed by the fraud alleged herein;
- i. Whether Defendant was unjustly enriched by its deceptive practices; and
- j. Whether Plaintiff and members of the class are entitled to equitable relief in the form of rescission of the purchase agreement or other injunctive relief and, if so, in what amount.

69. **Typicality (Federal Rules of Civil Procedure, Rule 23(a)(3))**: The claims of the Plaintiff are typical of the claims of each member of the Class. Plaintiff, like all other members of the Class, has sustained damages arising from Defendant's conduct as alleged herein. The representative Plaintiff and the members of the Class were and are similarly or identically harmed by the same unlawful, deceptive, unfair, systematic, and pervasive pattern of misconduct engaged in by Defendant.

70. **Adequacy (Federal Rules of Civil Procedure, Rule 23(a)(4))**: The representative Plaintiff will fairly and adequately represent and protect the interests of the Class members and has retained counsel who are experienced and competent trial lawyers in complex litigation and class action litigation. There are no material conflicts between the claims of the representative Plaintiff and the members of the Class that would make class certification inappropriate. Counsel for the Class will vigorously assert the claims of all Class members.

71. **Superiority (Federal Rules of Civil Procedure, Rule 23(b)(3))**: This suit may be maintained as a class action under Federal Rules of Civil Procedure, Rule 23(b)(3), because questions of law and fact common to the Class predominate over the questions affecting only individual members of the Class and a class action is superior to other available means for the fair and efficient adjudication

1 of this dispute. The damages suffered by individual Class members are small compared to the burden  
2 and expense of individual prosecution of the complex and extensive litigation needed to address  
3 Defendant's conduct. Further, it would be virtually impossible for the members of the Class to  
4 individually redress effectively the wrongs done to them. Even if Class members themselves could  
5 afford such individual litigation, the court system could not. In addition, individualized litigation  
6 increases the delay and expense to all parties and to the court system resulting from complex legal and  
7 factual issues of the case. Individualized litigation also presents a potential for inconsistent or  
8 contradictory judgments. By contrast, the class action device presents far fewer management  
9 difficulties; allows the hearing of claims which might otherwise go unaddressed because of the relative  
10 expense of bringing individual lawsuits; and provides the benefits of single adjudication, economies of  
11 scale, and comprehensive supervision by a single court.

12 72. Plaintiff contemplates the eventual issuance of notice to the proposed Class members  
13 setting forth the subject and nature of the instant action. Upon information and belief, Defendant's own  
14 business records and electronic media can be utilized for the contemplated notices. To the extent that  
15 any further notices may be required, Plaintiff would contemplate the use of additional media and/or  
16 mailings.

17 **VII. VIOLATIONS ALLEGED**

18 **FIRST CAUSE OF ACTION**

19 **VIOLATIONS OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT ("CLRA") (Cal.**

20 **Civ. Code §§ 1750, *et seq.*)**

21 **(On Behalf of the Nationwide Class or, Alternatively, the California Class)**

22 73. Plaintiff incorporates by reference all allegations of the preceding paragraphs as though  
23 fully set forth herein.

24 74. Plaintiff brings this claim on behalf of himself and on behalf of the members of the  
25 Class against Defendant.

26 75. Defendant is a "person" as that term is defined in California Civil Code § 1761(c).

27 76. Plaintiff and the Class are "consumers" as that term is defined in California Civil Code §  
28 1761(d).

1           77. Defendant engaged in unfair and deceptive acts in violation of the CLRA by the  
2 practices described above, and by knowingly and intentionally concealing from Plaintiff and Class  
3 members that the Class Vehicles suffer from a defect(s) (and the costs, risks, and diminished value of  
4 the vehicles as a result of this problem). These acts and practices violate, at a minimum, the following  
5 sections of the CLRA:

6                   (a)(2) Misrepresenting the source, sponsorship, approval or certification  
7 of goods or services;

8                   (a)(5) Representing that goods or services have sponsorships,  
9 characteristics, uses, benefits or quantities which they do not have, or that  
10 a person has a sponsorship, approval, status, affiliation or connection  
11 which he or she does not have;

12                   (a)(7) Representing that goods or services are of a particular standard,  
13 quality, or grade, or that goods are of a particular style or model, if they  
14 are of another; and

15                   (a)(9) Advertising goods and services with the intent not to sell them as  
16 advertised.

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

20           79. Since at least 2012, Defendant knew that the Class Vehicles and their camshaft adjuster  
21 bolts were defectively designed or manufactured, would fail prematurely, and were not suitable for  
22 their intended use.

23           80. Defendant was under a duty to Plaintiff and the Class members to disclose the defective  
24 nature of the Class Vehicles and the defective nature of the Camshaft Defect because:

25                   a. Defendant was in a superior position to know the true state of facts about the  
26 safety defect and associated repair costs in the Class Vehicles and their  
27 engines;

28                   b. Plaintiff and the Class members could not reasonably have been expected to  
learn or discover that the Class Vehicles and their engine had dangerous safety  
defect until manifestation of the defect;

- 1 c. Defendant knew that Plaintiff and the Class members could not reasonably  
2 have been expected to learn or discover the safety and security defect and the  
3 associated repair costs that it causes until the manifestation of the defect; and  
4 d. Defendant actively concealed the safety and security defect and the associated  
5 repair costs by asserting to Plaintiff and Class members that the cause of their  
6 engine problems was due to Plaintiff's and the Class members' failure to  
7 properly maintain their vehicles despite knowing the repairs needed to correct  
8 the defect.

9 81. In failing to disclose the Camshaft Defect and the associated safety risks and repair costs  
10 that result from it, Defendant has knowingly and intentionally concealed material facts and breached its  
11 duty not to do so.

12 82. The facts concealed or not disclosed by Defendant to Plaintiff and the Class members  
13 are material in that a reasonable consumer would have considered them to be important in deciding  
14 whether to purchase Defendant's Class Vehicles or pay a lesser price. Had Plaintiff and the Class  
15 known about the defective nature of the Class Vehicles and their Defective Camshafts, they would not  
16 have purchased the Class Vehicles or would have paid less for them.

17 83. As a result of the California Civil Code § 1770 violations described above, Plaintiff and  
18 each and every member of the Class have suffered actual damages.

19 84. Plaintiff has provided Porsche with sufficient notice of its violations of the CLRA,  
20 pursuant to California Civil Code § 1782(a).

21 85. Plaintiff Swank's and the other Class members' injuries were proximately caused by  
22 Defendant's fraudulent and deceptive business practices.

23 86. Therefore, Plaintiff Swank and the other Class members seek all relief available under  
24 the CLRA, including attorneys' fees and costs, as provided in Civil Code section 1780.

**SECOND CAUSE OF ACTION**

**VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAWS (Cal. Bus. & Prof. Code § 17200)**

**(On Behalf of the Nationwide Class or, Alternatively, the California Class)**

87. Plaintiff incorporates by reference all allegations of the preceding paragraphs as though fully set forth herein.

88. Plaintiff brings this claim on behalf of himself and on behalf of the members of the Class against Defendant.

89. The California Unfair Competition Law (“UCL”) prohibits acts of “unfair competition,” including any “unlawful, unfair or fraudulent business act or practice” and “unfair, deceptive, untrue or misleading advertising.” Cal. Bus. & Prof. Code § 17200.

90. Defendant has engaged in unfair competition and unfair, unlawful, or fraudulent business practices by the conduct, statements, and omissions described above, and by knowingly and intentionally concealing from Plaintiff and the Class members that the Class Vehicles suffer from a defect (and the costs, safety risks, and diminished value of the vehicles as a result of these problems). Defendant should have disclosed this information because it was in a superior position to know the true facts related to the defect, and Plaintiff and Class members could not reasonably be expected to learn or discover the true facts related to the defect.

91. The defective camshaft adjuster bolts constitute a safety issue that triggered Defendant’s duty to disclose the safety issue to consumers.

92. These acts and practices have deceived Plaintiff and are likely to deceive the public. In failing to disclose the defect and suppressing other material facts from Plaintiff and the Class members, Defendant breached its duties to disclose these facts, violated the UCL, and caused injuries to Plaintiff and the Class members. The omissions and acts of concealment by Defendant pertained to information that was material to Plaintiff and the Class members, as it would have been to all reasonable consumers.



1 93. The injuries suffered by Plaintiff and the Class members are greatly outweighed by any  
2 potential countervailing benefit to consumers or to competition, nor are they injuries that Plaintiff and  
3 the Class members should have reasonably avoided.

4 94. Defendant's acts and practices are unlawful because they violate California Civil Code  
5 §§ 1668, 1709, 1710, and 1750 *et seq.*, and California Commercial Code § 2313.

6 95. Plaintiff seeks to enjoin further unlawful, unfair, and/or fraudulent acts or practices by  
7 Defendant, to obtain restitutionary disgorgement of all monies and revenues generated as a result of  
8 such practices, and all other relief allowed under California Business & Professions Code § 17200.

9 **THIRD CAUSE OF ACTION**

10 **VIOLATION OF CALIFORNIA FALSE ADVERTISING LAW**

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

12 **(On Behalf of the Nationwide Class or, Alternatively, the California Class)**

13 96. Plaintiff incorporates by reference all allegations of the preceding paragraphs as though  
14 fully set forth herein.

15 97. Plaintiff brings this claim on behalf of themselves and on behalf of the members of the  
16 Class against Defendant.

17 98. California Business & Professions Code § 17500 provides: "It is unlawful for any . . .  
18 corporation . . . with intent directly or indirectly to dispose of real or personal property . . . to induce the  
19 public to enter into any obligation relating thereto, to make or disseminate or cause to be made or  
20 disseminated . . . from this state before the public in any state, in any newspaper or other publication, or  
21 any advertising device, . . . or in any other manner or means whatever, including over the Internet, any  
22 statement . . . which is untrue or misleading, and which is known, or which by the exercise of  
23 reasonable care should be known, to be untrue or misleading."

24 99. Defendant caused to be made or disseminated throughout California and the United  
25 States, through advertising, marketing and other publications, statements that were untrue or  
26 misleading, and which were known, or which by the exercise of reasonable care should have been  
27 known to Defendant, to be untrue and misleading to consumers, including Plaintiff and the other Class  
28 members.



1           106. Defendant was at all relevant times the manufacturer, distributor, warrantor, and/or  
2 seller of the Class Vehicles. Defendant knew or had reason to know of the ordinary purpose for which  
3 the Class Vehicles were purchased.

4           107. Defendant provided Plaintiff and the other Class members with an implied warranty that  
5 the Class Vehicles and any parts thereof are merchantable and fit for the ordinary purposes for which  
6 they were sold. However, the Class Vehicles are not fit for their ordinary purpose of providing  
7 reasonably reliable and safe transportation at the time of sale or thereafter because, *inter alia*, the Class  
8 Vehicles and their engines suffered from the Camshaft Defect at the time of sale that causes the  
9 vehicles to experience premature and catastrophic engine failure. Therefore, the Class Vehicles are not  
10 fit for their particular purpose of providing safe and reliable transportation.

11           108. Defendant impliedly warranted that the Class Vehicles were of merchantable quality and  
12 fit for such use. This implied warranty included, among other things: (i) a warranty that the Class  
13 Vehicles and their engines were manufactured, supplied, distributed, and/or sold by Defendant were  
14 safe and reliable for providing transportation and would not experience premature and catastrophic  
15 engine failure; and (ii) a warranty that the Class Vehicles and their engines and related components  
16 would be fit for their intended use while the Class Vehicles were being operated.

17           109. Contrary to the applicable implied warranties, the Class Vehicles and their engines and  
18 related components at the time of sale and thereafter were not fit for their ordinary and intended  
19 purpose of providing Plaintiff and the other Class members with reliable, durable, and safe  
20 transportation.

21           110. Plaintiff and Class members are intended third-party beneficiaries of contracts, including  
22 express warranties, between Defendant and its authorized dealerships, representatives, and agents. On  
23 information and belief, Defendant's authorized dealerships, representatives, and agents purchased Class  
24 Vehicles from Defendants pursuant to valid and enforceable agreements. Because Plaintiff and Class  
25 members—rather than Defendants' authorized dealerships, representatives, and agents—were the  
26 intended end users of Class Vehicles, Plaintiff and Class members were the intended (and not  
27 incidental) third party beneficiaries of the agreements entered into among Defendant and its authorized  
28 dealerships, representatives, and agents, and any warranties, express or implied, flowing therefrom.

1 Indeed, Defendant's authorized dealerships, representatives, and agents did not and would not purchase  
2 Class Vehicles for personal use, therefore the implied warranties flowing to them actually are intended  
3 to protect their customers from the losses the Class Vehicles have and will continue to cause them.  
4 Accordingly, Defendants are estopped from limiting claims for common law and statutory violations  
5 based on a defense of lack of privity.

6 111. Defendant's actions, as alleged herein, breached the implied warranty that the Class  
7 Vehicles were of merchantable quality and fit for ordinary use.

8 **FIFTH CAUSE OF ACTION**

9 **BREACH OF WRITTEN WARRANTY UNDER THE MAGNUSON-MOSS WARRANTY ACT**

10 **(15 U.S.C. § 2301, *et seq.*)**

11 **(On Behalf of the Nationwide Class or, Alternatively, the California Class)**

12 112. Plaintiff incorporates by reference all allegations of the preceding paragraphs as though  
13 fully set forth herein.

14 113. Plaintiff brings this action on behalf of himself and on behalf of the Class against  
15 Defendant.

16 114. Plaintiff and the Class are "consumers" within the meaning of the Magnuson-Moss  
17 Warranty Act, 15 U.S.C. § 2301(3).

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

19 116. The Class Vehicles are "consumer products" within the meaning of 15 U.S.C. § 2301(1).

20 117. Defendant provided Plaintiff and the Nationwide and/or California Class with one or  
21 more express warranties which are "written warranties" within the meaning of 15 U.S.C. § 2301(6).

22 118. Defendant breached the express warranties by:

- 23 a. Providing a New Vehicle Limited Warranty for 4 years or 50,000 miles, thereby  
24 warranting to repair or replace any part defective in material or workmanship at  
25 no cost to the owner or lessee;
- 26 b. Selling and leasing Class Vehicles with camshaft adjuster bolts that were  
27 defective in materials and/or workmanship, requiring repair or replacement  
28 within the warranty period; and

1 c. Refusing and/or failing to honor the express warranties by repairing or replacing,  
2 free of charge, the engine or any of its component parts in order to remedy the  
3 Camshaft Defect.

4 119. Plaintiff and the other Class members relied on the existence and length of the express  
5 warranties in deciding whether to purchase or lease the Class Vehicles.

6 120. Defendant's breach of the express warranties has deprived the Plaintiff and the other  
7 Class members of the benefit of their bargain.

8 121. The amount in controversy of Plaintiff's individual claims meets or exceeds the sum or  
9 value of \$25,000. In addition, the amount in controversy meets or exceeds the sum or value of \$50,000  
10 (exclusive of interests and costs) computed on the basis of all claims to be determined in this suit.

11 122. Defendant has been afforded a reasonable opportunity to cure its breach of written  
12 warranties and/or Plaintiff and the other Class members were not required to do so because affording  
13 Defendant a reasonable opportunity to cure its breach of written warranties would have been futile.  
14 Defendant was also on notice of the alleged defect from the complaints and service requests it received  
15 from Class members, as well as from its own warranty claims, customer complaint data, and/or parts  
16 sales data.

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

22 **SIXTH CAUSE OF ACTION**

23 **COMMON LAW FRAUD**

24 **(On Behalf of the Nationwide Class or, Alternatively, the California Class)**

25 124. Plaintiff incorporates by reference all allegations of the preceding paragraphs as though  
26 fully set forth herein.

27 125. Plaintiff brings this action on behalf of themselves and on behalf of the Class against  
28 Defendant.

1 126. Defendant intentionally or negligently failed to disclose material facts to Plaintiff and  
2 the Class. In particular, Defendant did not fully and truthfully disclose to its customers the true nature  
3 of the inherent Camshaft Defect as described herein.

4 127. The existence of the defect was known only to Defendant due to its exclusive and  
5 superior knowledge regarding the design, materials and manufacture of the Class Vehicles' engines. As  
6 such, Plaintiff and the Class did not and could not have discovered the existence of the defect at the  
7 time they purchased or leased their vehicles, a defect which was not readily discoverable until it  
8 manifested after purchase or lease, often after the New Vehicle Limited Warranty has expired. Thus,  
9 Defendant either knew or should have known that its representations to the Class regarding the Class  
10 Vehicles were deceptively incomplete by omitting any reference to the Camshaft Defect.

11 128. Defendant intended for Plaintiff and the Class members to rely on the absence of this  
12 material information in choosing to purchase or lease a Class Vehicle at the price they were offered for  
13 sale or lease. Plaintiff and the other Class members did, in fact, reasonably rely on the omission of this  
14 material information in choosing to purchase or lease a Class Vehicle at the price they were offered for  
15 sale or lease. Had Plaintiff and the Class members known about the Camshaft Defect, they would not  
16 have purchased or leased the Class Vehicles, or would have done so at a lower price.

17 129. As a result, Plaintiff and the other Class members were fraudulently induced to lease  
18 and/or purchase the Class Vehicles with the Camshaft Defect and all of the resultant problems  
19 therewith, and have suffered damages as a result.

20 **SEVENTH CAUSE OF ACTION**

21 **UNJUST ENRICHMENT**

22 **(On Behalf of the Nationwide Class or, Alternatively, the California Class)**

23 130. Plaintiff incorporates by reference all allegations of the preceding paragraphs as though  
24 fully set forth herein.

25 131. Plaintiff brings this action on behalf of himself and on behalf of the Class against  
26 Defendant.

27 132. Plaintiff and the Class conferred a benefit on Defendant by purchasing or leasing the  
28 Class Vehicles.

1 133. Because of its wrongful acts and omissions, Defendant charged a higher price for the  
2 Class Vehicles than the Class Vehicles' true value and Defendant obtained money which rightfully  
3 belongs to Plaintiff and the members of the Class.

4 134. Defendant had knowledge that this benefit was conferred upon them.

5 135. Defendant has been unjustly enriched at the expense of Plaintiff and their retention of  
6 this benefit under the circumstances would be inequitable.

7 136. Plaintiff, therefore, seeks an order requiring Defendant to make restitution to him and  
8 the other members of the Class.

9 **VIII. PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff and the Class pray for judgment as follows:

11 A. For an order certifying this action as a class action;

12 B. For an order appointing Plaintiff as representative of the Class and their counsel of  
13 record as Class counsel;

14 C. For an award of actual, general, special, incidental, statutory, compensatory, and  
15 consequential damages on claims for fraud and breach of contract and in an amount to  
16 be proven at trial, including but not limited to: (a) reimbursement for all expenses  
17 already incurred by Plaintiff or Class members because of the defective camshaft  
18 fasteners, including repairs, diagnostics, diminution in value, and consequential costs  
19 (towing charges, vehicle rentals, etc.); (b) free repairs that eliminate the camshaft  
20 fastener defect in Class Vehicles; and provision of a warranty of 10 years/100,000 miles  
21 for the Class Vehicles related to the camshaft fastener defect identified above.

22 D. For an award of exemplary and punitive damages in an amount to be proven at trial;

23 E. For an order enjoining the wrongful conduct alleged herein;

24 F. For costs;

25 G. For pre-judgment and post-judgment interest on such monetary relief; interest;

26 //

27 //

28 //



1 H. For an award reasonable attorneys' fees and costs; and

2 I. For such other relief as the Court deems just and proper.

3 DATED: September 8, 2017.

4 **MCCUNE WRIGHT AREVALO, LLP**

5 BY: /s/ David C. Wright

6 Richard D. McCune

7 David C. Wright

8 **MCCUNE WRIGHT AREVALO LLP**

9 3281 Guasti Road, Suite 100

10 Ontario, California 91761

11 Telephone: (909) 557-1250

12 Facsimile: (909) 557-1275

13 Email: [rdm@mccunewright.com](mailto:rdm@mccunewright.com)

14 [dcw@mccunewright.com](mailto:dcw@mccunewright.com)

15 Joseph G. Sauder

16 Matthew D. Schelkopf\*

17 Joseph B. Kenney

18 **MCCUNE WRIGHT AREVALO LLP**

19 555 Lancaster Avenue

20 Berwyn, Pennsylvania 19312

21 Telephone: (909) 557-1250

22 Email: [jgs@mccunewright.com](mailto:jgs@mccunewright.com)

23 [mds@mccunewright.com](mailto:mds@mccunewright.com)

24 [jbk@mccunewright.com](mailto:jbk@mccunewright.com)

25 Matthew R. Mendelsohn\*

26 Adam M. Epstein

27 **MAZIE SLATER KATZ & FREEMAN, LLC**

28 103 Eisenhower Parkway

Roseland, NJ 07922

(973) 228-9898

Fax: (973) 328-0303

[mmendelsohn@mskf.net](mailto:mmendelsohn@mskf.net)

[aepstein@mskf.net](mailto:aepstein@mskf.net)

*Attorneys for Plaintiff and Putative Class*

*\*Pro Hac Vice Applications to be submitted*

**JURY DEMAND**

Plaintiff, on behalf of themselves and the putative Class, demands a trial by jury on all issues so triable.

**MCCUNE WRIGHT AREVALO, LLP**

By: /s/ David C. Wright

Richard D. McCune

Attorneys for Plaintiff and Putative Class

# Exhibit 1

## MAZIE SLATER KATZ & FREEMAN, LLC

103 Eisenhower Parkway, Roseland, NJ 07068

Phone: (973) 228-9898 - Fax: (973) 228-0303

www.mskf.net

David A. Mazie\*  
Adam M. Slater\*<sup>o</sup>  
Eric D. Katz\*<sup>o</sup>  
David M. Freeman  
Beth G. Baldinger<sup>o</sup>  
Matthew R. Mendelsohn<sup>o</sup>

Writer's Direct Dial & Email:  
(973) 228-0391  
mmendelsohn@mskf.net

Karen G. Kelsen<sup>o</sup>  
David M. Estes  
Adam M. Epstein<sup>o</sup>  
James Harry Oliverio<sup>o</sup>

Of Counsel  
Jeffrey M. Kadish\*<sup>o</sup>

August 30, 2017

\*Certified by the Supreme Court of  
New Jersey as a Civil Trial Attorney

<sup>o</sup>Member of N.J. & N.Y. Bars

### **Via FedEx**

Porsche Cars North America  
One Porsche Drive  
Atlanta, GA 30354  
**Attn: Legal Department**

### **NOTICE OF VIOLATION OF CALIFORNIA'S CONSUMERS LEGAL REMEDIES ACT, THE MAGNUSON-MOSS WARRANTY ACT, AND DEMAND FOR RELIEF. CAL. CIV. CODE § 1782. CAL. COMM. CODE § 2607(3)(A).**

Pursuant to CAL. CIVIL CODE § 1782(a) and CAL. COMM. CODE § 2607(3)(A), this notice is sent by certified or registered mail, return receipt requested, to Porsche Cars of North America, Inc.'s ("Porsche") principal place of business.

PLEASE TAKE NOTICE THAT, for the reasons stated below, Porsche is in violation of California's Consumers Legal Remedies Act, CAL. CIV. CODE §§ 1750, *et seq.* and the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.*

This notice is served on you by Travis Swank ("Plaintiff") on behalf of himself and all other members of the class of similarly situated persons she seeks to represent. Please direct all communications or responses regarding this Notice to the following counsel:

Matthew R. Mendelsohn, Esq.  
Mazie Slater Katz & Freeman, LLC  
103 Eisenhower Parkway  
Roseland, NJ 07068  
(973) 228-0391  
(973) 228-0303 – fax  
[mmendelsohn@mskf.net](mailto:mmendelsohn@mskf.net)

If you intend to cure these violations, please notify counsel within 30 days of receipt of this notice.

### **STATEMENT OF VIOLATIONS**

Please take notice that it has come to the attention of consumers, including Mr. Swank, who purchased a 2011 Porsche Cayenne, that Porsche has engaged in deceptive and misleading consumer practices in connection with the marketing and sale of vehicles with defective camshaft fasteners, in violation of the Consumers Legal Remedies Act (“CLRA”), CAL. CIV. CODE § 1750 *et seq.* Specifically, our investigation has revealed a latent defect that causes the camshaft controllers to come loose inside the engine, potentially resulting in an engine stall. The following makes and model years contain the defective camshaft fastener: Cayenne S (2011), Cayenne Turbo (2011), Panamera (2011-2012), Panamera 4 (2011-2012), Panamera 4S (2010-2012), Panamera S (2010-2012), and Panamera Turbo (2010-2012). Plaintiff reserves the right to expand this list as his investigation continues.

Porsche’s acts and practices in connection with the sale of Class Vehicles are in violation of the Consumers Legal Remedies Act in that:

- (a) Porsche represents that goods and services have characteristics, uses, or benefits which they do not have, in violation of California Civil Code Section 1770(a)(5);
- (b) Porsche represents that its goods are of a particular standard, quality, or grade, but are of another, in violation of California Civil Code Section 1770(a)(7);
- (c) Porsche advertises goods and services with intent not to sell them as advertised, in violation of California Civil Code Section 1770(a)(9);
- (d) Porsche represents that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, in violation of California Civil Code Section 1770(a)(14); and
- (e) Porsche represents that the subject of a transaction has been supplied in accordance with a previous representation when it has not, in violation of California Civil Code Section 1770(a)(16).

Mr. Swank and others similarly situated have suffered injury and loss of money or property because they purchased vehicles they otherwise would not have purchased, were denied warranty repairs, paid more for those vehicles than they would have paid, were subjected to an unreasonable risk to their safety, and paid for, and will continue to pay for, repair costs and other out-of-pocket costs, including alternative transportation, due to the defective camshaft fasteners. To date, Plaintiff has incurred \$1,841.66 in out-of-pocket costs for parts and labor related to the camshaft fastener defect.

Yesterday, Mr. Swank became aware that Porsche has agreed to issue a safety recall (AH08) related to the Camshaft fastener defect. Mr. Swank and other Class Vehicle owners contacted Porsche to ascertain whether this recall campaign provides reimbursement for those

individuals that already sustained out-of-pocket expenses caused by the defect, and Porsche advised that it did not.

Your conduct also constitutes a violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* and a breach of the applicable express and implied warranties for your product.

### **REQUESTED REMEDIES**

PLAINTIFF HEREBY DEMANDS THAT WITHIN THIRTY (30) DAYS after the date on which this Notice is served on you, you remedy your violations by doing the following:

A. Disseminate a notice reasonably intended to reach all current and former owners and lessees of Class Vehicles, in a form approved by the above counsel, setting forth the camshaft fastener defect and delineating the details of the expanded warranty coverage for repairs.

B. Subject to monitoring and confirmation by above counsel, provide to each Class Member:

- (1) Reimbursement for all expenses already incurred because of the defective camshaft fasteners, including repairs, diagnostics, diminution in value, and consequential costs (towing charges, vehicle rentals, etc.);
- (2) Free repairs that eliminate the camshaft fastener defect in Class Vehicles; and
- (3) Provide a warranty of 10 years/100,000 miles for the Class Vehicles related to the camshaft fastener defect identified above.

C. Immediately cease selling and leasing Class Vehicles without first notifying purchasers of the camshaft fastener defect, and otherwise immediately cease to engage in the violations of the Consumers Legal Remedies Act and Magnuson-Moss Warranty Act set forth above.

D. Pay into a Court-approved escrow account an amount of money sufficient to pay Plaintiff's attorneys' fees and costs.

Very truly yours,

MATTHEW R. MENDELSON

cc: Matthew D. Schelkopf, Esq.

# Exhibit 2



ORIGIN D:OBNA (770) 290-3486  
EDWARD EVANS  
FORSYTHE CARS NORTH AMERICA INC  
ONE FORSYTHE DRIVE  
ATLANTA, GA 30354  
UNITED STATES US

SHIP DATE: 19 JUN 17  
ACTWGT: 1.00 LB  
CAD: 195740/NET/3650  
BILL SENDER

TO MATTHEW MENDEL SOHN, ESQ

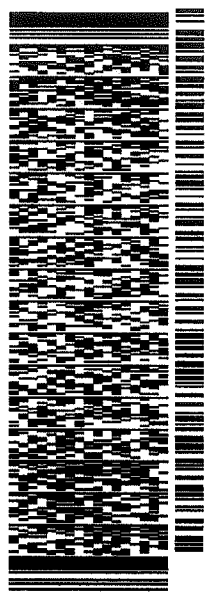
103 EISENHOWER PARKWAY

ROSELAND NJ 07068

REF: SVC/M

PO:

DEPT:



J171117021461cv

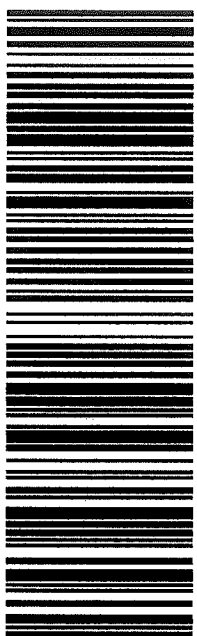
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TRK# 7794 4137 9164  
0201

WED - 21 JUN 4:30P  
\*\* 2DAY \*\*

SA MMUA

07068  
NJ-US EWR



**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



PORSCHE

Monday, June 19, 2017

Porsche Cars North America, Inc.  
One Porsche Drive  
Atlanta, Georgia 30354  
T: (770) 290-3500  
F: (770) 290-3700

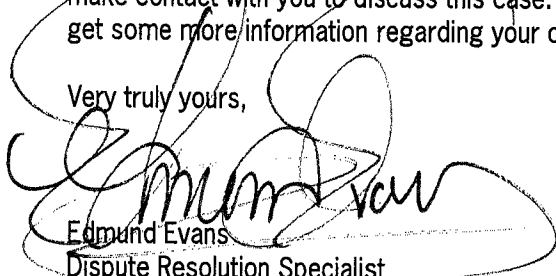
Mr. Matthew R. Mendelsohn  
103 Eisenhower Parkway,  
Roseland, NJ 07068

Re: Mr. Travis Swank

Dear Mr. Mendelsohn:

Porsche Cars North America is in receipt of your Attorney Demand letter. Please be advised, I tried to make contact with you to discuss this case. Please contact me at the number provided below so I can get some more information regarding your client, and his vehicle.

Very truly yours,

  
Edmund Evans  
Dispute Resolution Specialist  
(770)290/3486

# Exhibit 3



PORSCHE

**IMPORTANT SAFETY RECALL**

Ms. Kristina Swank  
3683 Nisenan Ln  
Wheatland CA 95692-9727

Porsche Cars North America, Inc.  
One Porsche Drive  
Atlanta, Georgia 30354  
T: (770) 290-3500  
F: (770) 290-1500

July 31, 2017

**This notice applies to your vehicle: WP1AB2A29BLA45433**  
**NHTSA Recall Number: 17V-368**

**Subject: Porsche Safety Recall AHO8 – Replacing Fastening Screws for Camshaft  
Controllers**

**2011 Cayenne S**  
**2011 Cayenne Turbo**  
**2011-2012 Panamera**  
**2011-2012 Panamera 4**  
**2010-2012 Panamera 4S**  
**2010-2012 Panamera S**  
**2010-2012 Panamera Turbo**

Dear Ms. Swank,

This notice is sent to you in accordance with the National Traffic and Motor Vehicle Safety Act. Porsche has determined that a defect which relates to motor vehicle safety exists in certain model year 2011 Cayenne S, 2011 Cayenne Turbo, 2011 - 2012 Panamera, 2011 - 2012 Panamera 4, 2011 - 2012 Panamera 4S, 2010 - 2012 Panamera S, and 2010 - 2012 Panamera Turbo models. The affected vehicles have camshaft controllers that may come loose inside the engine. If the camshaft controller fails, this will activate the Check Engine light and cause audible engine noises and noticeable vibrations. In addition, there is a possibility of the engine stalling while driving. An engine stall can increase the risk of a crash. Our records show that you are the owner of a vehicle affected by this action.

The threaded connections of the fastening screws for the camshaft controllers can become strained to such an extent that the function of the camshaft controller cannot be guaranteed over the service life of the vehicle.

Porsche is conducting a safety recall and the affected components will be replaced at no charge to you. The replacement parts required for remedying your vehicle are currently being manufactured as a matter of high priority. Unfortunately, at this time, parts are not available. Be assured we will keep both you and your authorized Porsche dealer abreast of the necessary parts availability so that repairs may be scheduled as soon as possible.

In the meantime, you can continue to drive your Porsche Cayenne or Panamera. However, if you do observe an activated Check Engine Light along with engine noises and noticeable vibrations, or your vehicle stalls, we would ask you to contact your nearest Porsche dealer as quickly as possible to schedule a repair appointment and to arrange in advance for a Porsche loaner vehicle should you require alternate transportation during the repair period. Porsche Cars North America will arrange for your vehicle to be transported to the nearest authorized repair facility.

This recall will be carried out at no expense to you. If you have previously paid for repairs relating to the condition described in this letter, a form will be provided explaining how to request reimbursement. We would be pleased to review your reimbursement request.

Please be aware that if, upon receipt of the replacement recall parts for your vehicle, your authorized Porsche dealer fails, or is unable, to complete this work free of charge and within a reasonable length of time, you may call or write:

Porsche Cars North America, Inc.  
Attn: Customer Commitment Department  
One Porsche Drive  
Atlanta, GA 30354  
1-800-PORSCHE

If you still cannot obtain satisfaction, you may file a complaint with:

National Highway Traffic Safety Administration  
1200 New Jersey Avenue, S.E.  
Washington, D.C. 20590

or call the toll-free Vehicle Safety Hotline at 1-888-327-4236 (TTY: 1-800-424-9153) or go to <http://www.safercar.gov>.

We apologize for any inconvenience this matter may cause you. However, we are taking this action to help ensure your safety and continued satisfaction with your vehicle.

Very truly yours,



Tim Quinn  
Vice President, After Sales

PORSCHE CARS NORTH AMERICA, INC.

1 Richard D. McCune  
David C. Wright  
2 **MCCUNE WRIGHT AREVALO LLP**  
3281 Guasti Road, Suite 100  
3 Ontario, California 91761  
Telephone: (909) 557-1250  
4 Facsimile: (909) 557-1275  
Email: [rdm@mccunewright.com](mailto:rdm@mccunewright.com)  
5 [dcw@mccunewright.com](mailto:dcw@mccunewright.com)

6 Joseph G. Sauder  
Matthew D. Schelkopf\*  
7 Joseph B. Kenney  
8 **MCCUNE WRIGHT AREVALO LLP**  
555 Lancaster Avenue  
Berwyn, Pennsylvania 19312  
9 Telephone: (909) 557-1250  
Email: [jgs@mccunewright.com](mailto:jgs@mccunewright.com)  
10 [mds@mccunewright.com](mailto:mds@mccunewright.com)  
[jbk@mccunewright.com](mailto:jbk@mccunewright.com)

11 Attorneys for Plaintiff and the Putative Class  
12 \**Pro Hac Vice Applications to be submitted*

13 [Additional counsel on signature page]

14  
15 **UNITED STATES DISTRICT COURT**

16 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

17 TRAVIS SWANK, on behalf of themselves )  
and all others similarly situated, )  
18 )  
Plaintiff, )  
19 v. )  
20 PORSCHE CARS NORTH AMERICA, )  
INC., )  
21 Defendant. )  
22 )  
23 )  
24 )  
25 )  
26 )  
27 )  
28 )

Case No.:

**CONSUMER LEGAL REMEDIES ACT  
VENUE AFFIDAVIT OF PLAINTIFF  
TRAVIS SWANK**



1 I, Travis Swank, hereby declare and state as follows:

2 1. I am over the age of 18 and a Plaintiff in this action. The facts contained in this  
3 declaration are based on my personal knowledge and information and I have gathered  
4 that is available to me, and if called upon to do so, I could and would testify to the  
5 matters stated herein.

6 2. I make this affidavit as required by California Civil Code section 1780(d).

7 3. The complaint in this action is filed in the proper place for trial of this action  
8 because I reside in this district and a substantial portion of the events, acts, and omissions  
9 that are subject to the claims in this matter occurred in this district.

10 I declare under penalty of perjury under the laws of the United States that the  
11 foregoing is true and correct.

12  
13 Executed on September 4<sup>th</sup>, 2017.

14  
15  
16   
17 \_\_\_\_\_  
18 Travis Swank  
19  
20  
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28

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

Travis Swank

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

(c) Attorneys (Firm Name, Address, and Telephone Number) McCune Wright Arevalo, LLP 3281 East Guasti Road, Suite 100 Ontario, California 91761 Tel: (909) 557-1250

DEFENDANTS

Porsche Cars North America, Inc.

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

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

Attorneys (If Known)

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

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

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

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

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

Click here for: Nature of Suit Code Descriptions.

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

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

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (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

Brief description of cause: Consumer fraud, Unfair Business Practice, and Product Liability action related to defects in Porsche 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 DOCKET NUMBER

DATE 09/08/2017 SIGNATURE OF ATTORNEY OF RECORD /s/ David C. Wright, State Bar No. 177468

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Print

Save As...

Reset

Case 2:17-at-00930 Document 1-5 Filed 09/08/17 Page 2 of 2  
**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 there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven 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 – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- 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.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action: Porsche Knowingly Sold Cars with Defective Camshaft Adjuster Bolts](#)

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