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12 Attorneys for Plaintiff

13 UNITED STATES DISTRICT COURT
 14 SOUTHERN DISTRICT OF CALIFORNIA

15 DANIEL WHITE, Individually and on)	Case No. <u>'16CV3037 H JMA</u>
16 Behalf of All Others Similarly)	
17 Situated,)	
)	CLASS ACTION COMPLAINT
18 Plaintiff,)	
)	
19 v.)	
)	
20 AUDI AG and AUDI OF AMERICA,)	
21 LLC,)	
)	
22 Defendants.)	<u>DEMAND FOR JURY TRIAL</u>

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NATURE OF THE CASE

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2 1. Plaintiff Daniel White ("Plaintiff") individually and on behalf of the
3 other members of the Nationwide Class and State Class defined herein (the "Class" or
4 "Classes") brings this Class Action Complaint (the "Complaint") against defendants
5 Audi AG and Audi of America, LLC ("Defendants" or "Audi") seeking redress and
6 remedy for Audi's practice of equipping certain vehicles with an illegal "Defeat
7 Device" designed to evade governmental emissions regulation by tricking the public
8 and regulators into thinking the vehicles emitted far less noxious carbon dioxide gas
9 ("CO₂") than they actually do. Plaintiff makes these allegations upon personal
10 knowledge as to himself and his own acts and, as to all other matters, upon
11 information and belief.

12 2. The Defeat Device in question works only when an affected vehicle is
13 being tested. At that time, the car's full emissions control systems kick in as a
14 "warm-up function." However, once on the road, the full array of emissions controls
15 shut off, and the affected vehicles produce substantially more CO₂ after consuming
16 much more gasoline than during testing. Audi used this Defeat Device so that it
17 could pretend its vehicles were energy efficient and good for the environment,
18 without having to sacrifice performance.

19 3. Plaintiff was unaware that the Audi vehicle he purchased was equipped
20 with an illegal Defeat Device. Indeed, Audi represented to consumers and regulators
21 that these vehicles offered excellent performance in combination with legal, clean
22 emissions; in truth, those characteristics were mutually exclusive. As we know, this
23 was not the case.

24 4. Audi sold vehicles to Plaintiff and Class members without informing
25 them of the existence of the Defeat Device, and by falsely representing to them that
26 the vehicles were compliant with all relevant emissions standards when in normal
27 use. Audi also falsely represented the fuel efficiency of the vehicles.
28

PARTIES

Plaintiff

10. Plaintiff is a citizen of California and resident of Escondido, California. Plaintiff purchased his 2015 Audi A8L Diesel from an Audi dealership in California.

Defendants

11. Defendant Audi AG is a German corporation with its principal place of business in Ingolstadt, Germany. Accordingly, defendant Audi AG is a citizen of Germany. Audi AG is the parent of Audi of America, LLC and a subsidiary of the Audi Group, which is a wholly owned subsidiary of Volkswagen AG ("Volkswagen"). Audi AG directly controls and directs the actions of Audi of America, LLC. Audi AG designs, develops, manufacturers, and sells luxury automobiles. According to Audi AG, the Audi Group sold more than 200,000 vehicles in the United States in 2015.

12. Defendant Audi of America, LLC is a Delaware limited liability company with its principal place of business located at 2200 Ferdinand Porsche Drive, Herndon, Virginia. Accordingly, defendant Audi of America, LLC is a citizen of Delaware and Virginia. Audi of America, LLC is a wholly owned United States subsidiary of Audi AG, and it engages in business, including the advertising, marketing, and sale of Audi automobiles, in all fifty states and the District of Columbia.

FACTUAL ALLEGATIONS

13. In or around July 2016, the California Air Resources Board ("CARB") discovered that Audi had also secretly installed a Defeat Device on several Audi models equipped with a certain eight-speed automatic transmission to deceptively regulate the emission of the noxious gas CO₂.

14. Audi installed the Defeat Device on both gasoline and diesel engine vehicles that were equipped with one of two automatic transmissions with the internal designations AL 551 and DL 501 through May 2016. The AL 551 transmission

1 belongs to the ZF 8HP family of eight-speed units Audi sourced from transmission
2 supplier ZF Friedrichshafen, commonly known as ZF. The DL 501 model Audi
3 sourced from Volkswagen. The vehicles that Audi equipped with the AL 551 and
4 DL 501 transmissions—and, therefore, with the Defeat Device—include, but may not
5 be limited to, the Audi A6, A8, Q5, Q7, S4, S5, S6, and S7 models.

6 15. The Defeat Device uses engine and transmission management software
7 and the car's sensors to detect when the vehicle is undergoing emissions testing. The
8 Defeat Device then fully employs the vehicle systems to reduce CO₂ to legal levels.
9 The Defeat Device only kicks in during test cycles.

10 16. Audi was able to disguise this deception by programming its engines
11 with the ability to engage different modes, one of which used significantly less fuel
12 and emitted significantly less CO₂, but also delivered significantly less power. Audi
13 deceptively dubbed this the "warm-up" strategy, a mode that activates when the
14 vehicles are started. As long as the "warm-up" function remains activated, the
15 automatic transmission remains in a "switching program" that produces a low engine
16 speed, consumes less fuel, and produces less CO₂.

17 17. Audi also figured out how to activate this low fuel/low emissions/low
18 power mode during governmental tests. Audi engineers concluded that the only time
19 the vehicles would run continuously with no steering wheel input would be when the
20 vehicles were undergoing examination in a lab, on a test bed. The vehicles'
21 transmissions control modules ("TCM") therefore set "shift points" that allow the
22 vehicles to detect those lab conditions and to produce compliant emission results
23 under those conditions (known by Volkswagen as the "dyno calibration" mode).¹
24

25
26 ¹ The Defeat Device software is imbedded in the TCM. The TCM's primary function
27 is to establish shift logic by reacting to signals from sensors monitoring coolant
28 temperature, exhaust temperature, ignition timing, crankshaft and camshaft
positioning, fuel mixture and air flow volumes. The TCM and engine control unit
("ECU") work in tandem to execute the actual cheat function. The engineers

1 Under these static dynamometer lab conditions (a vehicle treadmill), the Defeat
2 Device enables the vehicles to operate in this low power mode.

3 18. This low power mode, also known as the "low CO₂" program, works by
4 causing the vehicles to shift gears early to maintain artificially low engine revs and
5 emissions.

6 19. At *all other times*—that is, when the vehicles are actually being driven
7 under normal conditions—the transmission computer switches to "road calibration"
8 mode which offers full power to the driver and which results in increased fuel
9 consumption and greater CO₂ emissions. Indeed, the road calibration mode
10 activates once the driver turns the steering wheel fifteen degrees, something happens
11 almost immediately under normal driving conditions.

12 20. This Defeat Device scheme allowed Audi to deceptively misrepresent
13 the vehicles' fuel consumption and CO₂ emissions to governmental authorities and to
14 the consuming public. A vehicle's advertised fuel economy, which is listed on the
15 "Monroney sticker" or window sticker, is determined by driving a vehicle over five
16 standardized driving patterns (or drive cycles), all of which are performed in a
17 laboratory on a dynamometer where the conditions for all tests can be controlled.
18 These driving cycles include cold starts, hot starts, highway driving, aggressive and
19 high speed driving, driving with the air conditioner in use under conditions similar to
20 a hot day in the summer in Los Angeles and driving in cold temperatures. Data from
21 the five drive cycles are combined and adjusted for "real world" conditions in a way
22 to represent "City" driving and "Highway" driving. The "combined" fuel economy
23 is the average of the City and Highway values with weights of 55% and 45%,
24 respectively. These adjusted and combined values appear on the vehicle's Monroney
25 sticker.

26 21. During each of the drive cycles—all of which are performed in a lab,
27 imbedded the cheat software in the TCM unit, intentionally making its detection less
28 probable.

1 under the vehicles' low power/low emissions/low fuel consumption mode—the
2 amount of each pollutant is measured. This includes un-combusted or partially
3 combusted gasoline (hydrocarbons or HC), carbon monoxide (CO), and CO₂. The
4 amount of carbon produced is then converted to amount of gasoline which was
5 required to produce the carbon in the exhaust. The amount of gasoline produced
6 during the tests is divided into the distance driven on the test to produce the fuel
7 economy.

8 22. Based on this equation, as the amount of CO₂ produced increases, the
9 gasoline used increases and the fuel economy decreases. Therefore, if a vehicle
10 produced less CO₂ during laboratory testing, but higher CO₂ when driven on road,
11 then the vehicle would have better estimated fuel economy represented on the
12 Monroney sticker than the vehicle would actually achieve on road.

13 23. This is exactly what happened here. Again, in simple terms, the Defeat
14 Device program equips the vehicles with two modes or personalities. The "dyno
15 calibration" personality reduces fuel supply and limits revolutions per minute ("rpm")
16 per gear, reducing fuel burn and lowering emissions. This personality was engaged
17 during all of the laboratory testing used to calculate the vehicles' purported fuel
18 economy. The "road calibration" personality, in contrast, allows the engine to turn
19 maximum rpm in each gear and provides the necessary (much higher) fuel supply
20 required to deliver advertised torque and performance. This is the personality
21 engaged during all normal driving.

22 24. This is not the first time Audi's parent company Volkswagen was caught
23 using a Defeat Device. In September 2015, the Environmental Protection Agency
24 ("EPA") and CARB revealed Volkswagen, had for years been perpetrating an illegal
25 scheme to hide the true emissions of both their Audi and Volkswagen "Clean Diesel"
26 vehicles by equipping them with a Defeat Device. That Defeat Device allowed the
27 implicated diesel vehicles to detect government testing conditions and emit lower
28 nitrous oxide ("NOx") during testing. At all other times, the diesel engines emitted

1 NOx at well over the legal limits. Litigation followed this discovery, and a little
2 more than one year later, Volkswagen agreed to a \$14.7 billion settlement to
3 compensate those in the United States for the economic and environmental harm it
4 caused. This settlement is one of the largest consumer settlements in United States
5 history.

6 25. Thus, Audi was aware that emissions and fuel consumption were
7 decisive factors for customers making purchase decisions. In response, Audi
8 represented to consumers that its vehicles consumed less fuel and emitted less CO₂
9 than they actually do in normal driving conditions.

10 26. In addition, on the "Environment" page of its website, Volkswagen
11 Group of America, Inc., stated as late as September 2015 that it takes "environmental
12 responsibility very seriously. When it comes to making our cars as green as possible,
13 Volkswagen has an integrated strategy focused on reducing fuel consumption and
14 emissions, building the world's cleanest diesel engines and developing totally new
15 power systems, which utilize new fuel alternatives." As the Defeat Device
16 revelations show, nothing could be further from the truth.

17 **AUDI'S KNOWLEDGE**

18 27. The installation of the Defeat Device could only be done intentionally.
19 Audi commissioned its own study, in fact, which found that a vehicle's fuel
20 consumption on the road increased by 8.5% after the steering wheel was turned.

21 28. Moreover, high-placed Audi executives knew precisely how the Defeat
22 Device worked, and instructed company employees to utilize it as much as possible to
23 deceive regulators and the public. Volkswagen and Audi management discussed the
24 Defeat Device software in detail, for example, during a "Summer Drive" event in
25 South Africa in the second half of February 2013. According to the event minutes,
26 Axel Eiser, then the head of Audi's powertrain division (and currently the head of
27 powertrain development of the entire Volkswagen group) asked: "When will we have
28 the cycle optimized shift program?" He continued: "The shifting program shall be

1 designed to be 100% active on the dyno, but only 0.01% in the hands of the
2 customer." The widespread use of the Defeat Device and its complicated
3 implementation make it absurd that high-level Audi executives did not know about its
4 existence. This practice is highly deceptive and illegal.

5 29. Necessarily, Defendants also took steps to ensure that its employees did
6 not reveal the details of their deception to regulators or consumers, including Plaintiff
7 and Class members. This deception continued even as Defendants issued feigned
8 apologies for the Defeat Device scandal. Defendants did so in order to boost the
9 reputations of their vehicles and to falsely assure purchasers and lessors of their
10 vehicles, including certified previously owned vehicles, that they are reputable
11 manufacturers that comply with applicable law, including federal and state clean air
12 and emissions regulations, and that their vehicles likewise comply with applicable
13 laws and regulations.

14 **TOLLING OF THE STATUTE OF LIMITATIONS**

15 **Discovery Rule Tolling**

16 30. Plaintiff could not have discovered through reasonable diligence that his
17 vehicle was defective within the time period of any applicable statutes of limitation.

18 31. It was not until the German newspaper *Bild am Sonntag* reported on
19 CARB's discovery of the Defeat Device on November 5, 2016, that the public at large
20 learned about the Defeat Device.

21 32. Among other things, Plaintiff did not know and could not have known
22 until November 7, 2016, when published reports disclosed that the vehicles are
23 equipped with the Defeat Device. Therefore, Plaintiff's claims and the claims of all
24 Class members did not accrue until they discovered that the Defeat Device caused the
25 vehicles to fail required emissions standards.

26 **Fraudulent Concealment Tolling**

27 33. Throughout the time period relevant to this action, Audi concealed from
28 and failed to disclose to Plaintiff and the other Class members vital information about

1 the Defeat Device equipped on the vehicles. Indeed, Audi kept Plaintiff and the other
2 Class members ignorant of vital information essential to the pursuit of their claims,
3 and as a result, neither Plaintiff nor the other Class members could have discovered
4 the defect, even upon reasonable exercise of diligence.

5 34. Prior to the date of this Complaint, Audi knew of the Defeat Device in
6 the vehicles, but continued to manufacture, market, distribute, lease, and/or sell the
7 vehicles to Plaintiff and the other Class members. In doing so, Audi concealed from
8 or failed to notify Plaintiff and the other Class members about the true nature of the
9 vehicles.

10 35. Plaintiff and the other Class members justifiably relied on Audi to
11 disclose these material defects in the Audi vehicles they purchased or leased, as such
12 defects were hidden and not discoverable through reasonable efforts by Plaintiff and
13 the other Class members.

14 36. Thus, the running of all applicable statutes of limitation have been tolled
15 and suspended with respect to any claims that the Plaintiff and the other Class
16 members have sustained as a result of the defects by virtue of the fraudulent
17 concealment doctrine.

18 **Estoppel**

19 37. Audi was under a continuous duty to disclose to Plaintiff and the other
20 Class members the existence of the Defeat Device, which substantially affects the
21 true character, quality, performance, and nature of the vehicles. Audi actively
22 concealed the true character, quality, performance, and nature of the Defeat Device in
23 the vehicles, and Plaintiff and the other Class members reasonably relied upon Audi's
24 knowing and active concealment of these facts. Audi is accordingly estopped from
25 relying on any statute of limitations in defense of this action. For these same
26 reasons, Audi is estopped from relying upon any warranty mileage and age
27 limitations in defense of this action.

28

1 **CLASS ACTION ALLEGATIONS**

2 38. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff
3 brings this action on behalf of himself and on behalf of the Class, defined as:

4 Nationwide Class:

5 All persons and entities within the United States (including its
6 Territories and the District of Columbia) that purchased or leased a
7 vehicle.

8 39. In the alternative to the Nationwide Class, and pursuant to Rule 23(c)(5)
9 of the Federal Rules of Civil Procedure, Plaintiff seeks to represent the following
10 State Class as well as any subclasses or issue classes as Plaintiff may propose and/or
11 the Court may designate at the time of class certification:

12 State Class:

13 All persons and entities in the State of California that purchased or
14 leased a vehicle.

15 40. Excluded from the Classes are Audi, as well as Audi's employees,
16 affiliates, officers, and directors, including franchised dealers, any individuals who
17 experienced physical injury as a result of the defect at issue in this litigation, and the
18 judge and court staff to whom this case is assigned.

19 41. Plaintiff reserves the right to modify and/or add to the Nationwide and/or
20 State Classes prior to class certification.

21 **Fed. R. Civ. P. 23(a) Prerequisites**

22 42. **Numerosity.** Both the Nationwide and State Classes are so numerous
23 that joinder of all members is impracticable. Although, the precise number of Class
24 members is unknown and is within the exclusive control of Audi and its affiliated
25 dealerships, Audi has sold at least 100,000 vehicles in the United States, including
26 thousands in the State of California.

27 43. **Commonality.** The claims of Plaintiff and the Nationwide and State
28 Classes involve common questions of fact and law that will predominate over any

1 individual issues. These common questions include, but are not limited to:

2 (a) whether the vehicles that Audi designed, manufactured, marketed,
3 distributed, leased, and/or sold contained a concealed Defeat Device and emitted
4 unlawful levels of CO₂ during their normal use;

5 (b) whether Audi designed, manufactured, marketed, distributed,
6 leased, and/or sold the vehicles and/or their emissions-related systems, including
7 Defeat Devices, in the United States;

8 (c) whether Audi knew or should have known of the Defeat Device at
9 the time of designing, marketing, distributing, leasing, and/or selling the vehicles;

10 (d) whether Audi knew or should have known that its representations
11 regarding the emissions and/or fuel efficiency of the vehicles were false at the time of
12 designing, marketing, distributing, leasing, and/or selling the vehicles;

13 (e) whether the true nature of the vehicle's performance, emissions
14 levels, fuel economy, and the inclusion of the Defeat Device constitute material facts
15 that reasonable consumers would have considered in deciding whether to purchase a
16 vehicle;

17 (f) whether Audi's conduct violates consumer protection statutes and
18 other laws as asserted herein;

19 (g) whether Plaintiff and the other Class members overpaid for their
20 vehicles;

21 (h) whether Audi had a duty to disclose the true nature of the vehicles
22 to Plaintiff and the other Class members;

23 (i) whether Audi omitted, actively concealed, and/or failed to disclose
24 material facts about the vehicles;

25 (j) whether concealment of the true nature of the vehicles would have
26 induced a reasonable consumer to act to their detriment by purchasing and/or leasing
27 the vehicles;

28 (k) whether the vehicles can be manufactured to comply with federal

1 and state emission standards without degrading their performance and/or efficiency;

2 (l) whether Plaintiff and the other Class members are entitled to
3 equitable relief, including, but not limited to, restitution and injunctive relief; and

4 (m) whether Plaintiff and the other Class members are entitled to
5 damages and other monetary relief and, if so, in what amount.

6 44. **Typicality.** Plaintiff's claims are typical of Nationwide and State
7 Classes members' claims. As described herein, Plaintiff and the other Class members
8 purchased or leased a vehicle, which was designed, manufactured, marketed,
9 distributed, leased, and/or sold by Audi. Plaintiff and the other Class members have
10 been damaged by Audi's illegal conduct. Plaintiff and the other Class members have
11 incurred similar or identical losses relating to the vehicles. Furthermore, the factual
12 bases of Audi's misconduct are common to all Class members and represent a
13 common thread of misconduct resulting in injury to all Class members.

14 45. **Adequacy.** Plaintiff will fully and adequately represent and protect the
15 interests of the Nationwide and State Classes because he shares common interests
16 with Class members as a result of Audi's illegal conduct.

17 46. Plaintiff has retained counsel with experience in complex, commercial,
18 multi-party, consumer, and class action litigation. Plaintiff's counsel has prosecuted
19 dozens of complex class actions, including those involving defective automobiles, in
20 state and federal courts across the country.

21 47. Plaintiff and his counsel are committed to vigorously prosecuting this
22 action on behalf of the Classes and have the financial resources to do so. Neither
23 Plaintiff nor his counsel have interests adverse to those of the Classes.

24 **Fed. R. Civ. P. 23(b) Prerequisites**

25 48. **Predominance.** Questions of law and fact common to the Nationwide
26 and State Classes, including those listed above, predominate over questions affecting
27 individual members, and a class action is superior to other available methods for the
28 fair and efficient adjudication of this controversy. Individual damages on the matter

1 can be readily calculated. Thus, the question of individual damages will not
2 predominate over legal and factual questions common to the Nationwide and State
3 Classes. Additionally, Audi has acted or refused to act on grounds that apply
4 generally to the Nationwide and State Classes, so that final injunctive relief and/or
5 corresponding declaratory relief is appropriate with respect to the Nationwide and
6 State Classes.

7 49. **Superiority.** Audi's scheme treated consumers as a Class to be
8 uniformly deceived. A class action is superior to all other available methods for the
9 fair and efficient adjudication of this controversy. Plaintiff and Class members have
10 all suffered and will continue to suffer economic harm and damage as a result of
11 Audi's unlawful and wrongful conduct, which was directed toward Class members
12 and the public as a whole, rather than specifically or uniquely against any individual
13 Class members. Absent a class action, most Class members would likely find the
14 cost of litigating their claims prohibitively high and would therefore have no effective
15 remedy at law. Because of the relatively small size of the individual Class members'
16 claims, it is likely that only a few Class members could afford to seek legal redress
17 for Defendants' misconduct. Absent a class action, Class members will continue to
18 incur damages, and Defendants' misconduct will continue without effective remedy.

19 50. **Declaratory and Injunctive Relief.** Classwide declaratory, equitable,
20 and injunctive relief is appropriate under Rule 23(b)(1) and/or (b)(2) of the Federal
21 Rules of Civil Procedure because Audi has acted on grounds that apply generally to
22 the Class, and inconsistent adjudications with respect to Audi's liability would
23 establish incompatible standards and substantially impair or impede the ability of
24 Class members to protect their interests. Classwide relief and Court supervision
25 under Rule 23 assures fair, consistent, and equitable treatment and protection of all
26 Class members, and uniformity and consistency in Audi's discharge of its duties to
27 perform corrective action regarding the vehicles.

28

COUNT I

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

51. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

52. Plaintiff brings this Count on behalf of himself and the Nationwide Class.

53. This Court has jurisdiction to decide claims brought under the Magnuson-Moss Warranty Act (for the purpose of this Count, the "Act") by virtue of 28 U.S.C. §1332(a)-(d).

54. Defendants are "supplier[s]" and "warrantor[s]" within the meaning of 15 U.S.C. §2301(4) and (5) because the company regularly sells Audi vehicles accompanied by the written Limited Warranties.

55. Plaintiff and the other Class members are "consumers" who purchased "consumer products" for purposes of 15 U.S.C. §2301(1) and (3) because they purchased vehicles for personal, family, or household purposes.

56. The vehicles are "consumer products" within the meaning of the Act. 15 U.S.C. §2301(1).

57. The Act provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written or implied warranty. 15 U.S.C. §2310(d)(1).

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

59. Under the Act, damaged "consumers" have a private cause of action against any warrantor that fails to comply with a written or implied warranty.

60. Audi provided Plaintiff and the Nationwide Class with two express

1 warranties: (i) "bumper-to-bumper" limited express warranty coverage for a
2 minimum of four years or 50,000 miles, whichever comes first, and which covers
3 emission related repairs; and (ii) a federal emissions warranty that covers the repair
4 and replacement of all emission control and emission-related parts for two years or
5 24,000 miles (whichever comes first), and covers specified major emission control
6 components, including catalytic converters, electronic emissions control unit or
7 computer and on-board emissions diagnostic device or computer for eight years or
8 80,000 miles (whichever comes first). These express warranties constitute written
9 warranties within the meaning of 15 U.S.C. §2301(6). The vehicles' implied
10 warranties are covered by 15 U.S.C. §2301(7).

11 61. The terms of written warranties and implied warranty became part of the
12 basis of the bargain between Plaintiff and all other Class members when deciding to
13 purchase a vehicle.

14 62. Audi breached these written and implied warranties as described in
15 detail above. Without limitation, the vehicles share a common design defect in that
16 they emit more CO₂ than: (i) is allowable under the applicable regulations; and
17 (ii) Audi represented were emitted to their customers, the public, and regulators.

18 63. Plaintiff and each of the other Nationwide Class members have had
19 sufficient direct dealings with either Audi or its agents (including Audi dealerships)
20 to establish privity of contract between Audi, on the one hand, and Plaintiff and each
21 of the other Nationwide Class members, on the other hand. Nonetheless, privity is
22 not required here because Plaintiff and each of the other Nationwide Class members
23 are intended third-party beneficiaries of contracts between Audi and its dealers, and
24 specifically, of Audi's implied warranties. The dealers were not intended to be the
25 ultimate consumers of the vehicles and have no rights under the warranty agreements
26 provided with the vehicles; the warranty agreements were designed for and intended
27 to benefit the consumers only.

28 64. Affording Audi a reasonable opportunity to cure its breach of written

1 warranties would be unnecessary and futile here. At the time of sale or lease of each
2 vehicle, Audi knew, should have known, or was reckless in not knowing of its
3 misrepresentations concerning the vehicles' inability to perform as warranted, but
4 nonetheless failed to rectify the situation and/or disclose the design defect. Under
5 the circumstances, the remedies available under any informal settlement procedure
6 would be inadequate and any requirement that Plaintiff resorts to an informal dispute
7 resolution procedure and/or affords Audi a reasonable opportunity to cure its breach
8 of warranties is excused and thereby deemed satisfied.

9 65. As a direct and proximate result of Audi's breach of the written
10 warranties and the implied warranty of merchantability, Plaintiff and Class members
11 have suffered damages in an amount to be determined at trial.

12 66. Plaintiff, individually and on behalf of the Nationwide Class, seeks all
13 damages permitted by law, including compensation for the monetary difference
14 between the vehicles as warranted and as sold; compensation for the reduction in
15 resale value; the cost of purchasing, leasing, or renting replacement vehicles, along
16 with all other incidental and consequential damages; statutory attorney fees; and all
17 other relief allowed by law.

18 **COUNT II**

19 **Fraud**

20 **(On Behalf of the Nationwide Class or, in the Alternative, the State Class)**

21 67. Plaintiff incorporates by reference and realleges each and every
22 allegation contained above, as though fully set forth herein.

23 68. Plaintiff brings this Count on behalf of himself and the Nationwide Class
24 or, in the alternative, on behalf of the State Class.

25 69. As alleged above, Defendants intentionally concealed and suppressed
26 material facts concerning the illegality and quality of the vehicles in order to defraud
27 and mislead both regulators and the Class about the true nature of the vehicles. Audi
28 accomplished their scheme by installing, aiding in the installation of, and/or failing to

1 disclose the Defeat Device in the vehicles that caused the vehicles to operate in a
2 low-emission test mode only during testing. During normal operation and use, the
3 vehicles emitted significantly larger quantities of CO₂. The result was precisely
4 what Audi intended—the vehicles were able to pass emission testing by way of
5 deliberately induced false readings and thus successfully imported and sold and/or
6 leased thousands of unwitting American consumers.

7 70. Audi represented that the vehicles had functioning emissions systems
8 that operated within legal limits during normal driving conditions.

9 71. Audi's false representations and omissions were material to consumers,
10 as they concerned the legality and marketing features of the vehicles.

11 72. Plaintiff and Class members reasonably relied on Audi's deception, and
12 Audi intended that they would so rely. Plaintiff and Class members had no way of
13 discerning that Defendants were, in fact, deceiving them because the Defeat Device
14 was sophisticated technology that could not be discerned by regulators, much less
15 consumers.

16 73. Audi's scheme to design and install Defeat Device software in the
17 vehicles for the specific purpose of circumventing U.S. law, and then concealing their
18 fraudulent scheme, reveals a corporate culture that emphasized sales and profits over
19 integrity and public health.

20 74. Audi had a duty to disclose the Defeat Device to regulators and the
21 public.

22 75. Audi hatched the deceptive scheme and knew that their customers,
23 including Plaintiff and Class members, did not know about, and could not reasonably
24 discover, their scheme.

25 76. Plaintiff and Class members were not aware of the concealed and
26 misrepresented material facts referenced above, and they would not have acted as
27 they did had regulators or the driving public known the truth.

28 77. As a direct and proximate result of Audi's fraudulent scheme, Plaintiff

1 and Class members sustained damages. They own or lease vehicles that are non-
2 compliant and severely diminished in value as compared to the vehicles that were
3 advertised or marketed. Moreover, the vehicles either cannot be repaired to comply
4 with applicable emissions standards, or if they can be made compliant, their
5 performance, fuel efficiency, and longevity will be compromised.

6 78. Audi is liable to Plaintiff and Class members for damages in an amount
7 to be proven at trial. Moreover, because Audi acted wantonly, maliciously,
8 oppressively, recklessly, deliberately, and with intent to defraud Plaintiff and Class
9 members for the purpose of enriching themselves at Plaintiff and Class members'
10 detriment, Audi's conduct warrants substantial punitive and exemplary damages in an
11 amount to be determined at trial.

12 **COUNT III**

13 **Breach of Contract**

14 **(On Behalf of the Nationwide Class or, in the Alternative, the State Class)**

15 79. Plaintiff incorporates by reference and realleges each and every
16 allegation contained above, as though fully set forth herein.

17 80. Plaintiff brings this Count on behalf of himself and the Nationwide Class
18 or, in the alternative, on behalf of the State Class.

19 81. Every purchase or lease of a vehicle from an authorized dealer of Audi
20 constitutes a contract between Audi and the purchaser or lessee. Audi materially
21 breached these contracts by selling or leasing Plaintiff and all other Class members
22 defective, non-compliant vehicles and by misrepresenting or failing to disclose the
23 existence of the Defeat Device, rendering the vehicles substantially less valuable than
24 the vehicles that the Defendants advertised and promised to deliver to Plaintiff and
25 the other Class members.

26 82. Audi's misrepresentations and omissions alleged herein caused Plaintiff
27 and the other Class members to enter into their agreements to purchase or lease their
28 vehicles. Absent those misrepresentations and omissions, Plaintiff and other Class

1 members would not have purchased or leased their vehicles and/or would not have
2 purchased or leased their vehicles at the prices they paid. Accordingly Plaintiff and
3 other Class members overpaid for their vehicles and did not receive the benefit of
4 their bargain.

5 83. Audi also breached their implied covenant of good faith and fair dealing
6 under the laws of all fifty states and the District of Columbia. By delivering a
7 vehicle that contained Defeat Device software and thus exceeded, during normal use,
8 federal and state emission limits, Audi violated Plaintiff's and the other Class
9 members' fair and reasonable expectations under their respective contracts. In
10 addition, Audi's misrepresentations and omissions violated Audi's implied duty to
11 deal honestly, and within reasonable commercial standards of fair dealing, with
12 Plaintiff and the other Class members.

13 84. As a direct and proximate result of Audi's breach, Plaintiff and the other
14 Class members have been damaged in an amount to be proven at trial, which shall
15 include, but is not limited to, all compensatory damages, incidental and consequential
16 damages, and other damages allowed by law.

17 **COUNT IV**

18 **Unjust Enrichment**

19 **(On Behalf of the Nationwide Class or, in the Alternative, the State Class)**

20 85. Plaintiff incorporates by reference and realleges each and every
21 allegation contained above, as though fully set forth herein.

22 86. Plaintiff brings this Count on behalf of himself and the Nationwide Class
23 or, in the alternative, on behalf of the State Class.

24 87. Audi benefited from selling and leasing, at an unjust profit, vehicles that
25 had artificially inflated values due to Audi's concealment of the Defeat Device, and
26 Plaintiff and the other Class members have overpaid for these vehicles.

27 88. Audi received and retained unjust benefits from the Plaintiff and the
28 other Class members, and inequity has resulted.

1 89. It is inequitable and unconscionable for Audi to retain these benefits.

2 90. Because Audi concealed their fraud and deception, Plaintiff and the other
3 Class members were not aware of the true facts concerning the vehicles and did not
4 benefit from Audi's misconduct.

5 91. Audi knowingly accepted the unjust benefits of their fraudulent conduct.

6 92. As a result of Audi's misconduct, the amount of their unjust enrichment
7 should be disgorged and returned to Plaintiff and the other Class members, in an
8 amount to be proven at trial.

9 **COUNT V**

10 **Violation of Song-Beverly Consumer Warranty Act,**
11 **Breach of Implied Warranty, Cal. Civ. Code §§1790, *Et Seq.***
12 **(On Behalf of the State Class)**

13 93. Plaintiff incorporates by reference and realleges each and every
14 allegation contained above, as though fully set forth herein.

15 94. Plaintiff brings this Count on behalf of himself and the State Class.

16 95. Plaintiff and the other members of the State Class who purchased
17 vehicles in California are "buyers" within the meaning of California Civil Code
18 section 1791.

19 96. The vehicles are "consumer goods" within the meaning of California
20 Civil Code section 1791(a).

21 97. Audi is the "manufacturer" of the vehicles within the meaning of
22 California Civil Code section 1791(j).

23 98. Audi impliedly warranted to Plaintiff and the other members of the
24 State Class that the vehicles were "merchantable" within the meaning of California
25 Civil Code sections 1791.1(a) and 1792; however, the vehicles do not have the
26 quality that a buyer would reasonably expect.

27 99. California Civil Code section 1791.1(a) states: "Implied warranty of
28 merchantability" or "implied warranty that goods are merchantable" means that the

1 consumer goods meet each of the following:

- 2 (a) pass without objection in the trade under the contract description;
- 3 (b) are fit for the ordinary purposes for which such goods are used;
- 4 (c) are adequately contained, packaged, and labeled; and
- 5 (d) conform to the promises or affirmations of fact made on the
6 container or label.

7 100. The vehicles would not pass without objection in the automotive trade
8 because they share a common design defect in that they are equipped with a "Defeat
9 Device." The Defeat Device is designed to secretly limit emissions and increase fuel
10 efficiency when the vehicles are being subject to regulatory emissions and fuel
11 efficiency testing. However, when the vehicles are in regular use on the road, it emits
12 a substantially increased amount of noxious gas.

13 101. The vehicles are not adequately labeled because the labeling fails to
14 disclose the fact that they are defective.

15 102. In the various channels of information through which Audi sold vehicles,
16 Audi failed to disclose material information concerning the vehicles, which it had a
17 duty to disclose. Audi had a duty to disclose the defect because, as detailed above:

- 18 (a) Audi knew about the defect;
- 19 (b) Audi had exclusive knowledge of material facts not known to the
20 general public, Plaintiff, or the other State Class members; and
- 21 (c) Audi actively concealed material facts concerning the fact that the
22 vehicles were equipped with a Defeat Device from the general public, Plaintiff, and
23 the State Class members. As detailed above, Audi knew the information concerning
24 the defect at the time of advertising and selling the vehicles, all of which was intended
25 to induce consumers to purchase the vehicles.

26 103. Audi breached the implied warranty of merchantability by manufacturing
27 and selling vehicles that are defective. Furthermore, this defect has caused Plaintiff
28 and the other members of the State Class to not receive the benefit of their bargain

1 and have caused the vehicles to depreciate in value.

2 104. Plaintiff and the other members of the State Class have been damaged as
3 a result of the diminished value of Audi's products.

4 105. Under California Civil Code sections 1791.1(d) and 1794, Plaintiff and
5 other members of the State Class are entitled to damages and other legal and equitable
6 relief including, at their election, the purchase price of their vehicles, or the
7 overpayment or diminution in value of their vehicles.

8 106. Under California Civil Code section 1794, Plaintiff and the other
9 members of the State Class are entitled to costs and attorneys' fees.

10 **COUNT VI**

11 **Violation of the Song-Beverly Consumer Protection Act,
12 Breach of Express Warranty, Cal. Civ. Code §§1790, *Et Seq.*
13 (On Behalf of the State Class)**

14 107. Plaintiff incorporates by reference and realleges each and every
15 allegation contained above, as though fully set forth herein.

16 108. Plaintiff brings this Count on behalf of himself and the State Class.

17 109. Plaintiff and the other members of the State Class who purchased or
18 leased the vehicles in California are "buyers" within the meaning of California Civil
19 Code section 1791(b).

20 110. The vehicles are "consumer goods" within the meaning of California
21 Civil Code section 1791(a).

22 111. Audi is a "manufacturer" of the vehicles within the meaning of
23 California Civil Code section 1791(j).

24 112. Audi made express warranties to Plaintiff and the other members of the
25 State Class within the meaning of California Civil Code sections 1791.2 and 1793.2,
26 as described above.

27 113. As set forth above in detail, the vehicles are inherently defective in that
28 they are equipped with a "Defeat Device." The Defeat Device is designed to secretly

1 limit emissions and increase fuel efficiency when the vehicles are being subject to
2 regulatory emissions and fuel efficiency testing. However, when the vehicles are in
3 regular use on the road, it emits a substantially increased amount of noxious gas.
4 The installation of the Defeat Device substantially impairs the use and value of the
5 vehicles to reasonable consumers.

6 114. As a result of Audi's breach of their express warranties, Plaintiff and the
7 other members of the State Class received goods whose defect substantially impairs
8 their value to Plaintiff and the other members of the State Class. Plaintiff and the
9 other members of the State Class have been damaged as a result of, inter alia, the
10 diminished value of Audi's products.

11 115. Pursuant to California Civil Code sections 1793.2 and 1794, Plaintiff and
12 the other members of the State Class are entitled to damages and other legal and
13 equitable relief including, at their election, the purchase price of their vehicles, or the
14 overpayment or diminution in value of their vehicles.

15 116. Pursuant to California Civil Code section 1794, Plaintiff is entitled to
16 costs and attorneys' fees.

17 **COUNT VII**

18 **Violation of California Consumers Legal Remedies Act,**
19 **Cal. Bus. & Prof. Code §§1750, *Et Seq.***
20 **(On Behalf of the State Class)**

21 117. Plaintiff incorporates by reference and realleges each and every
22 allegation contained above, as though fully set forth herein.

23 118. Plaintiff brings this Count on behalf of himself and the State Class.

24 119. Plaintiff and the other members of the State Class were deceived by
25 Audi's failure to disclose that the vehicles share a uniform defect in that they are
26 equipped with a "Defeat Device." The Defeat Device is designed to secretly limit
27 emissions and increase fuel efficiency when the vehicles are being subject to
28 regulatory emissions and fuel efficiency testing. However, when the vehicles are in

1 regular use on the road, it emits a substantially increased amount of noxious gas.

2 120. Audi engaged in unfair or deceptive acts or practices when, in the course
3 of their business they, among other acts and practices, knowingly made materially
4 incomplete representations as to the characteristics, uses, and benefits of the vehicles.

5 121. In the various channels of information through which Audi sold vehicles,
6 Audi failed to disclose material information concerning the vehicles, which they had
7 a duty to disclose. Audi had a duty to disclose the defect because, as detailed above:

8 (i) Audi knew about the Defeat Device equipped on the vehicles; (ii) Audi had
9 exclusive knowledge of material facts not known to the general public, Plaintiff, or
10 the other State Class members; and (iii) Audi actively concealed material facts
11 concerning the Defeat Device from the general public, Plaintiff, and the State Class
12 members. As detailed above, Audi knew the information concerning the defect at the
13 time of advertising and selling the vehicles, all of which was intended to induce
14 consumers to purchase the vehicles.

15 122. Audi intended for the Plaintiff and the other State Class members to rely
16 on them to provide adequately designed, and adequately manufactured automobiles
17 and to honestly and accurately reveal the problems described throughout this
18 Complaint.

19 123. Audi intentionally failed or refused to disclose the defect to consumers.

20 124. Audi's conduct and deceptive omissions were intended to induce
21 Plaintiff and the other State Class members to believe that the vehicles were
22 adequately designed and adequately manufactured automobiles.

23 125. Audi's conduct constitutes unfair acts or practices as defined by the
24 California Consumers Legal Remedies Act (the "CLRA").

25 126. Plaintiff and the other State Class members have suffered injury in fact
26 and actual damages resulting from Audi's material omissions because they paid
27 inflated purchase prices for the vehicles.

28 127. Plaintiff and the State Class seek an order enjoining Audi's unfair or

1 deceptive acts or practices, equitable relief, an award of attorneys' fees and costs
2 under California Civil Code section 1780(e), and any other just and proper relief
3 available under the CLRA.

4 128. In accordance with section 1782(a) of the CLRA, Plaintiff's counsel, on
5 behalf of Plaintiff, will serve Audi with notice of their alleged violations of California
6 Civil Code section 1770(a) relating to the vehicles purchased by Plaintiff and State
7 Class members, and demand that Audi corrects or agrees to correct the actions
8 described therein within thirty days of such notice. If Audi fails to do so, Plaintiff
9 will amend this Complaint as of right (or otherwise seek leave to amend the
10 Complaint) to include compensatory and monetary damages to which Plaintiff and
11 Class members are entitled.

12 129. Audi's conduct described herein is fraudulent, wanton, and malicious.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays that this case be certified and maintained as a
15 class action pursuant to one or more of the proposed Classes, as they may be modified
16 or amended, and respectfully requests this Court:

17 A. Determine that the claims alleged herein may be maintained as a class
18 action under Rule 23 of the Federal Rules of Civil Procedure, and issue an order
19 certifying one or more Classes as defined above;

20 B. Appoint Plaintiff as the representative of the Classes and his counsel as
21 Class counsel;

22 C. Award damages, including compensatory and exemplary damages, to
23 Plaintiff and all other Class members;

24 D. Award Plaintiff and Class members actual damages sustained;

25 E. Award Plaintiff and Class members such additional damages, over and
26 above the amount of their actual damages, that are authorized and warranted by law,
27 applicable;

28 F. Grant restitution to Plaintiff and Class members and require Defendants

1 to disgorge inequitable gains;

2 G. Grant appropriate injunctive and/or declaratory relief, including, without
3 limitation, an order that requires Defendants to repair, recall, and/or replace the
4 vehicles and to extend the applicable warranties to a reasonable period of time, or, at a
5 minimum, to provide Plaintiff and Class members with appropriate curative notice
6 regarding the existence and cause of the defect;

7 H. Award Plaintiff and Class members punitive damages;

8 I. Award Plaintiff and Class members their reasonable attorneys' fees and
9 reimbursement of all costs for the prosecution of this action; and

10 J. Award such other relief as this Court deems just and appropriate.

11 **JURY DEMAND**

12 Plaintiff hereby demands a trial by jury on all issues so triable.

13 Dated: December 16, 2016

ROBBINS ARROYO LLP
BRIAN J. ROBBINS
KEVIN A. SEELY
LEONID KANDINOV

17 */s/Brian J. Robbins*
18

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23 Attorneys for Plaintiff

27 1140066

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS
Daniel White, Individually and on Behalf of All Others Similarly Situated
(b) County of Residence of First Listed Plaintiff San Diego County, CA
(c) Attorneys (Firm Name, Address, and Telephone Number)
Robbins Arroyo LLP
600 B Street, Suite 1900, San Diego, CA 92101
(619) 525-3990

DEFENDANTS
Audi AG and Audi of America LLC
County of Residence of First Listed Defendant
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)
PTF DEF
Citizen of This State 1 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3
Incorporated or Principal Place of Business In This State 4 4
Incorporated and Principal Place of Business In Another State 5 5
Foreign Nation 6 6

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

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

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Magnuson Moss Warranty Act, 15 U.S.C §2301, et seq., 28 U.S.C. §1332
Brief description of cause:
Class action for Violations of Magnuson Moss Warranty Act, Fraud, Breach of Contract, Unjust Enrichment,

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 12/16/2016 SIGNATURE OF ATTORNEY OF RECORD /s/Brian J. Robbins

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

Date and Attorney Signature. Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Audi Hit with Another Class Action Over Use of 'Defeat Devices'](#)
