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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

ROBERT WRIGHT, JACQUELINE  
WRIGHT, JENNIFER SEGARINI,  
CATHERINE WILSON, EDWARD  
NORRIS, EDWARD PISHCHIK, and  
WAMIDH JAWAD, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

VOLKSWAGEN GROUP OF AMERICA,  
INC.,

Defendant.

Case No. 5:24-cv-2171

**CLASS ACTION COMPLAINT**

Breach Of Express Warranty

Breach Of Implied Warranty Of  
Merchantability

Violation Of The Song-Beverly  
Consumer Warranty Act For  
Breach Of Express Warranties

Violation Of The Song-Beverly  
Consumer Warranty Act For  
Breach Of Implied Warranties

Violations Of The  
Consumer Legal Remedies Act

Violations Of California's Unfair  
Competition Law

Violations Of New York General  
Business Law § 349

Violations Of New York General  
Business Law § 350

Violations Of Illinois Consumer  
Fraud & Deceptive Practices Act

Fraud/Fraudulent Concealment

**JURY TRIAL DEMANDED**

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## **INTRODUCTION**

1. Plaintiffs Robert and Jacqueline Wright, Jennifer Segarini, Catherine Wilson, Andreas Zembrzycki (the “California Plaintiffs”), Edward Norris, Edward Pishchik (the “New York Plaintiffs”), and Wamidh Jawad (the “Illinois Plaintiff”; collectively with California Plaintiffs and New York Plaintiffs, “Plaintiffs”) by and through counsel, bring this Class Action Complaint against Defendant Volkswagen Group of America, Inc. (“Defendant,” “Volkswagen,” or “VW”), individually and on behalf of all others similarly situated, and allege, upon personal knowledge as to their own actions and their counsel’s investigations, and upon information and belief as to all other matters, as follows:

### **I. NATURE OF THE CASE**

2. Plaintiffs bring this case individually and on behalf of all similarly situated persons (“Class Members”) who purchased or leased Volkswagen’s 2021-2024 Atlas and/or Atlas Cross Sport vehicles (“Class Vehicles” or “Vehicles”) that were designed, manufactured, distributed, marketed, and sold or leased by Defendant or Defendant’s parent, subsidiary, or affiliates thereof.

3. Defendant designed, manufactured, distributed, marketed, sold, and leased 2021-2024 Atlas and/or Atlas Cross Sport vehicles equipped with defective braking systems as described herein to Plaintiffs and Class Members.

4. Defendant knew or should have known that the Vehicles have one or more defects manifesting when the brakes are applied during ordinary and intended use, including but not limited to (1) a loud, high-pitched squealing, squeaking, or screeching noise (the “Squealing Defect”), (2) a loud, grinding, scraping noise of metal rubbing on metal which is occasionally accompanied by a vibrating and scraping sensation that can be felt through the brake pedal (the “Grinding Defect”), (3) an activation of the Vehicle’s proximity alert resulting from the Squealing and/or Grinding Defects despite there being no objects within the Vehicle’s immediate vicinity (the “Proximity Alert Defect”), and/or (4) slipping, “spongy,”



1 “grabby,” and otherwise inconsistent braking (the “Erratic Function Defect”;  
2 collectively with the Squealing Defect, the Grinding Defect, and the Proximity  
3 Alert Defect, the “Brake Defect”).

4 5. The Brake Defect presents numerous safety concerns.

5 6. The Squealing Defect is distracting and startling given that it  
6 frequently, yet intermittently, causes the Vehicle to emit a loud, high-pitched  
7 squealing noise when the brakes are applied, surprising Plaintiffs and other Vehicle  
8 drivers, nearby motorists, and nearby pedestrians. Further, due to its startling and  
9 distracting nature, the Squealing Defect causes drivers to adjust their braking  
10 strategy to minimize the volume and duration of the loud, high-pitched squealing;  
11 whether this includes braking harder and shorter, or avoiding braking wherever  
12 possible, or some other method, it interferes with the regular, expected, and safe  
13 operation of the Vehicles, increasing the risk to all putative class members and  
14 their passengers, as well as motorists and pedestrians in the Vehicles’ vicinity.

15 7. The Grinding Defect is similarly distracting and startling because it  
16 unexpectedly produces a loud sound of metal grinding on metal, surprising  
17 Plaintiffs and other Vehicle drivers, nearby motorists, and nearby pedestrians. The  
18 Grinding Defect also causes Plaintiffs and Class Members to question the viability  
19 of the Vehicles’ brakes as the sound is often accompanied by a vibrating and  
20 grinding sensation felt through the brake pedal. As with the Squeaking Defect, the  
21 loud sound caused by the Grinding Defect has the added effect of adversely  
22 impacting Vehicle drivers’ braking habits and driving decisions.

23 8. The Proximity Alert Defect occurs as a result of the Squealing and  
24 Grinding Defects, setting off the Vehicles’ proximity alert—sometimes referred to  
25 as ‘parking aid sensors’—when the brakes emit the loud squealing, squeaking, or  
26 grinding. The Proximity Alert Defect occurs intermittently, exacerbating its  
27 startling nature, and confusing drivers while they are in the midst of slowing their  
28 Vehicles. In addition to surprising drivers and distracting them by incorrectly

1 indicating there is something near their Vehicle that they were not aware of, the  
2 Proximity Alert Defect also introduces safety risks by causing drivers to disregard  
3 their Vehicles' proximity alerts even when they may be triggering on an actual  
4 person or object.

5 9. The Erratic Function Defect also occurs unexpectedly—surprising and  
6 distracting drivers—and requires that drivers focus excessively on braking, often at  
7 the expense of other road hazards. The Erratic Function Defect also raises safety  
8 concerns because it impacts the Vehicles' ability to brake consistently and reliably  
9 by causing an uneven, harsh, and “grabbing” sensation as the Vehicles' brakes are  
10 applied (which leads Vehicle drivers to reduce the pressure on the brake pedal or  
11 otherwise adjust their braking strategy), and/or causing the brakes to feel “spongy”  
12 or “squishy” (which leads Vehicle drivers to depress the brake pedal especially  
13 hard to achieve the same braking effect).

14 10. Amongst the other safety concerns, the Brake Defect is dangerous  
15 because it causes Vehicle drivers to disregard sounds and symptoms which are  
16 typically affiliated with deteriorating and ineffective brakes. Thus, if Plaintiffs and  
17 Class Members accept what they are told by Defendant and VW dealerships when  
18 they present the Brake Defect—that it is “normal operation”—they are deprived of  
19 the typical warning signs related to deteriorating brakes, namely squealing,  
20 grinding, and erratic function.

21 11. Although the Vehicles' brakes were specifically and especially  
22 designed, manufactured, and approved by Defendant to be installed on the Atlas  
23 and Atlas Cross Sport, due to the Brake Defect they do not provide regular,  
24 reliable, and safe braking and operation of the Vehicles when used as expected and  
25 intended.

26 12. As evidenced by Plaintiffs' experiences, and other complaints by  
27 Vehicle owners that have been received by the National Highway Safety  
28 Administration (“NHTSA”), the Vehicles' Brake Defect manifests at different

1 mileages and under different driving conditions, including in both reverse and  
2 forward and at different speeds. The loud, high-pitched squealing noise, as well as  
3 the loud metal-on-metal grinding sound, emitted when the brakes are applied  
4 creates a safety hazard due to their likelihood of startling the Vehicle drivers, and  
5 thereby having an adverse impact on driving decisions and habits of the Vehicle  
6 drivers. In addition, recommendations from Defendant and/or their distributors that  
7 Vehicle drivers should alter their braking strategies to mitigate the noise being  
8 emitted increases the risk of unsafe “underbraking” or “overbraking” when Vehicle  
9 drivers follow Defendant’s and/or its authorized dealerships’ advice.

10 13. The Brake Defect distracts Class Members, other Vehicle drivers, and  
11 third parties on the road, endangering their physical safety and well-being due to a  
12 loss of concentration and focus while driving. Similarly, nearby pedestrians hear  
13 the loud braking noise then pay attention to the noise rather than having their full  
14 attention on other hazards in their path.

15 14. The unworn brakes on these large, family Vehicles—which had a  
16 Manufacturer’s Suggested Retail Price beginning at over \$30,000, even in 2021—  
17 should not squeal, screech, and make other jarring noises when applied as intended  
18 and expected. Defendant and its authorized dealerships do not forewarn purchasers  
19 despite their knowledge of the Brake Defect.

## 20 **II. PARTIES**

21 15. Plaintiffs Robert and Jacqueline Wright are California citizens who  
22 live in Menifee, in Riverside County, California. The Wrights purchased a 2023  
23 Atlas. This Vehicle was designed, manufactured, sold, distributed, advertised,  
24 marketed, and/or warranted by Defendant.

25 16. Plaintiff Jennifer Segarini is a California citizen who lives in San Jose,  
26 in Santa Clara County, California. Ms. Segarini leased a 2021 Atlas. This Vehicle  
27 was designed, manufactured, sold, distributed, advertised, marketed, and/or  
28 warranted by Defendant.

1           17. Plaintiff Catherine Wilson is a California citizen who lives in  
2 Richmond in Contra Costa County, California. Ms. Wilson purchased a 2021 Atlas  
3 Cross Sport. This Vehicle was designed, manufactured, sold, distributed,  
4 advertised, marketed, and/or warranted by Defendant.

5           18. Plaintiff Andreas Zembrzycki is a California citizen who lives in San  
6 Diego County, California. Mr. Zembrzycki purchased a 2021 Atlas. This Vehicle  
7 was designed, manufactured, sold, distributed, advertised, marketed, and/or  
8 warranted by Defendant

9           19. Plaintiff Edward Norris is a New York citizen who lives in  
10 Smithtown, in Suffolk County, New York. Mr. Norris purchased a 2022 Atlas.  
11 This Vehicle was designed, manufactured, sold, distributed, advertised, marketed,  
12 and/or warranted by Defendant.

13           20. Plaintiff Edward Pishchik is a New York citizen who lives in  
14 Brooklyn, in Kings County, New York. Mr. Pishchik leased a 2022 Atlas. This  
15 Vehicle was designed, manufactured, sold, distributed, advertised, marketed,  
16 and/or warranted by Defendant.

17           21. Plaintiff Wamidh Jawad is an Illinois citizen who lives in  
18 Lincolnwood, in Cook County, Illinois. Mr. Jawad purchased a 2024 Atlas Cross  
19 Sport. This Vehicle was designed, manufactured, sold, distributed, advertised,  
20 marketed, and/or warranted by Defendant.

21           22. Defendant Volkswagen Group of America, Inc., is a corporation  
22 organized and in existence under the laws of the State of New Jersey with its  
23 headquarters located in Herndon, Virginia. At all times relevant herein,  
24 Volkswagen was engaged in the business of importing, advertising, marketing,  
25 distributing, warranting, servicing, repairing and selling automobiles, including the  
26 Vehicles and Vehicle components, throughout the United States of America.

### 1 **III. JURISDICTION AND VENUE**

2 23. The Court has subject matter jurisdiction over this action under the  
3 Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), because the proposed  
4 class has more than 100 members, the class contains at least one member of  
5 diverse citizenship from Defendant, and the amount in controversy exceeds \$5  
6 million.

7 24. The Court has personal jurisdiction over Defendant because  
8 Defendant is authorized to, and conducts substantial business in California,  
9 generally, and this District, specifically. Defendant has advertised, marketed,  
10 promoted, distributed, and sold the Vehicles in California.

11 25. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2),  
12 because a substantial part of the events and omissions giving rise to this action  
13 occurred in this District as the Brake Defect in Plaintiffs’ Vehicles manifested  
14 itself within this District.

15 26. To the extent there is any contractual or other impediment to pursuit  
16 of these claims on a class action basis, Plaintiffs specifically allege, and will prove,  
17 if necessary, that any bar to class action proceedings is unconscionable, unfair and  
18 against public policy.

## 19 **FACTUAL ALLEGATIONS**

### 20 **I. PLAINTIFFS’ EXPERIENCES**

#### 21 **A. California Plaintiffs**

##### 22 **i. Plaintiffs Robert & Jacqueline Wright**

23 27. The Wrights purchased a 2023 Atlas from VW Santa Monica, an  
24 authorized VW dealership in Santa Monica, California, in approximately January  
25 2023.

26 28. The Wrights made their decision to purchase a VW Atlas, in part, in  
27 reliance on representations communicated through Defendant’s advertisements and  
28

1 marketing campaigns emphasizing the quality, reliability, and safety of  
2 Defendant's Vehicles.

3 29. At the time of Mr. and Mrs. Wright's purchase, on information and  
4 belief, Volkswagen knew that the Vehicles suffered from the Brake Defect, but  
5 neither Volkswagen, nor Volkswagen's representatives, disclosed the Defect to the  
6 Wrights when advertising or discussing the features, components, and performance  
7 of the Vehicle. In reliance on these material omissions and misrepresentations, the  
8 Wrights purchased and operated the Vehicle on the belief that the Vehicle's brakes  
9 would operate properly as warranted.

10 30. Within days of their purchase, the Wrights' Vehicle intermittently  
11 began exhibiting various issues when they applied the brakes, including loud  
12 squealing, squeaking, and screeching noises, as well as emitting a metal-on-metal  
13 grinding or grating sound, occasionally triggering of the Vehicle's proximity alert  
14 sensors despite the absence of any objects in the Vehicle's proximity (which sets  
15 off audio and visual alerts in the car and on the instrument clusters.

16 31. The Wrights' Vehicle also began demonstrating inconsistent function,  
17 sometimes engaging too strongly or harshly.

18 32. The Vehicle began exhibiting the various symptoms of the Braking  
19 Defect—whether Squealing, Grinding, Proximity Alert, Erratic Function, or a  
20 combination of them—nearly every time it was driven. Thus, the Wrights brought  
21 the Vehicle to Volkswagen of Murrieta, an authorized Volkswagen dealership in  
22 Murrieta, California, to seek a remedy.

23 33. A service technician at Volkswagen of Murrieta acknowledged that  
24 the Wrights' concerns were "pretty common," and that he even had personal  
25 experience with this problem, but there was not any remedy other than purchasing  
26 new and different brakes to replace those equipped on the Wrights' brand-new  
27 Vehicle.



1           34. The Braking Defect continued to be such a concern that the Wrights  
2 again raised it at a subsequent visit to Murrieta Volkswagen. After insisting that an  
3 inspection at least be performed, service technicians at Volkswagen of Murrieta  
4 verified the Wrights' concerns, informed the Wrights that the Brake Defect is  
5 "normal operation" for the Vehicles, and attempted to address the problem with  
6 sandpaper and a lubricant, despite explicitly acknowledging that this would be a  
7 temporary, short-term solution. As anticipated, the Brake Defect was not resolved  
8 and its symptoms reappeared within weeks.

9           35. Neither Volkswagen nor any of its agents, dealers, or representatives  
10 informed the Wrights of the Brake Defect prior to their purchase of the Vehicle.

11           36. Had Mr. or Mrs. Wright been advised of the Brake Defect at or before  
12 the point of sale, they would not have purchased their Vehicle or else would have  
13 paid significantly less for the Vehicle.

14           37. The Wrights did not receive the benefit of their bargain.

15           **ii. Plaintiff Jennifer Segarini**

16           38. Ms. Segarini leased her 2021 Atlas from Capital Volkswagen, an  
17 authorized VW dealership in San Jose, California, on or about July 29, 2021.

18           39. Ms. Segarini made her decision to lease a VW Atlas, in part, in  
19 reliance on representations communicated through Defendant's advertisements and  
20 marketing campaigns emphasizing the quality, reliability, and safety of  
21 Defendant's Vehicles.

22           40. At the time of Ms. Segarini's lease, on information and belief,  
23 Volkswagen knew that the Vehicles suffered from the Brake Defect, but neither  
24 Volkswagen, nor Volkswagen's representatives, disclosed the Defect to Ms.  
25 Segarini when advertising or discussing the features, components, and performance  
26 of the Vehicle. In reliance on these material omissions and misrepresentations, Ms.  
27 Segarini leased and operated the Vehicle on the belief that the Vehicle's brakes  
28 would operate properly as warranted.

1           41. Before leasing her Vehicle, Ms. Segarini test drove it. At the time of  
2 her test drive and purchase, she had no forewarning of the Brake Defect.

3           42. Beginning within the first three months of her lease, the brakes on Ms.  
4 Segarini's Vehicle began squeaking horribly, and emitting a metal-on-metal  
5 grinding or "scraping" sound, whenever they were applied.

6           43. On some occasions, when applying the brakes during normal  
7 operation, she has experienced the brakes skipping, and not braking firmly and  
8 consistently, while emitting a loud metal-on-metal sound.

9           44. Ms. Segarini has taken her Vehicle to authorized VW dealerships on  
10 several occasions in an attempt to address the Brake Defect. However, none of  
11 these visits resolved the Brake Defect; to the contrary, Ms. Segarini has been told  
12 in various ways that there is no resolution available.

13           45. Initially, Ms. Segarini was told by a VW service technician that her  
14 issues were caused by the type of gasoline she used, and if she used more  
15 expensive "premium" gasoline, she would not have the issues. Ms. Segarini  
16 followed this advice, but it had no impact on the Brake Defect.

17           46. Ms. Segarini was subsequently informed that the "cheap gasoline"  
18 diagnosis was just part of a "script" that VW service technicians are required to  
19 use; that VW service technicians must propose "solutions" to the Brake Defect in a  
20 certain sequence which forces customers to return multiple times to VW  
21 dealerships, with repeated but unresolved complaints about noisy and defective  
22 brakes.

23           47. On another occasion, Ms. Segarini was told by a VW service  
24 technician that "VW went cheap" with the brake pads equipped in the Atlas, and  
25 that if she had purchased "deluxe" it would have better brake pads which would  
26 not squeak.



1           48. At one point a VW service technician advised that Ms. Segarini might  
2 address some of the symptoms by pressing down especially hard on the brake in  
3 order to misshape, deform, and “rough up” the brake rotors to provide greater grip.

4           49. Ultimately, VW service technicians have advised Ms. Segarini that  
5 even if they were to replace the brake pads they would suffer from the same issues  
6 and it would not resolve her concerns.

7           50. Neither Volkswagen nor any of its agents, dealers, or representatives  
8 informed Ms. Segarini of the Brake Defect prior to her lease of the Vehicle.

9           51. Had Ms. Segarini been advised of the Brake Defect at or before the  
10 point of sale, she would not have leased her Vehicle or else would have paid  
11 significantly less for the Vehicle.

12           52. Ms. Segarini did not receive the benefit of her bargain.

13           **iii. Plaintiff Catherine Wilson**

14           53. Ms. Wilson purchased her 2021 Atlas Cross Sport certified pre-owned  
15 from Volkswagen of Newark, an authorized VW dealership in Newark CA,  
16 California, on or about December 17, 2022.

17           54. Ms. Wilson made her decision to purchase a VW Atlas Cross Sport, in  
18 part, in reliance on representations communicated through Defendant’s  
19 advertisements and marketing campaigns emphasizing the quality, reliability, and  
20 safety of Defendant’s Vehicles.

21           55. At the time of Ms. Wilson’s purchase, on information and belief,  
22 Volkswagen knew that the Vehicles suffered from the Brake Defect, but neither  
23 Volkswagen, nor Volkswagen’s representatives, disclosed the Defect to Ms.  
24 Wilson when advertising or discussing the features, components, and performance  
25 of the Vehicle. In reliance on these material omissions and misrepresentations, Ms.  
26 Wilson purchased and operated the Vehicle on the belief that the Vehicle’s brakes  
27 would operate properly as warranted.

1           56. Before purchasing her Vehicle, Ms. Wilson test drove it. At the time  
2 of her test drive and purchase, she had no forewarning of the Brake Defect.

3           57. Shortly after her purchase, the brakes on Ms. Wilson's Vehicle began  
4 emitting a loud, high-pitched squealing noise, as well as the sound of metal-on-  
5 metal grinding, when they were applied.

6           58. Additionally, Ms. Wilson felt that she needed to press especially hard  
7 on her brakes to achieve an appropriate braking force, because they were  
8 "squishy," and sometimes it felt as though the brakes were not engaging  
9 consistently, but were slipping, and grabbing harshly when they did apply.

10          59. Ms. Wilson has taken her Vehicle to authorized VW dealerships on  
11 multiple occasions in an attempt to address the Brake Defect. However, none of  
12 these visits resolved the Brake Defect.

13          60. Initially, when presenting her Vehicle at Volkswagen of Newark for  
14 its regular oil change, she mentioned her experiences of grinding sounds when  
15 braking. However, the VW service technicians dismissed her concerns and said,  
16 "everything is fine."

17          61. Approximately three months later, when presenting her vehicle for  
18 another regular oil change—this time at Volkswagen of Hayward, an authorized  
19 VW dealership in Hayward, California—she was informed that the brakes were so  
20 badly worn out that they had to be replaced immediately.

21          62. Therefore, as directed by the VW service technicians, in or around  
22 April 2024, Ms. Wilson paid more than \$800 to have her brake pads replaced.  
23 Despite this replacement, however, the brakes on Ms. Wilson's Vehicle continues  
24 to exhibit symptoms of the Brake Defect by emitting a loud, high-pitched squeal  
25 when applied, and by requiring that Ms. Wilson press harder than usual to achieve  
26 a regular braking force.

27          63. Neither Volkswagen nor any of its agents, dealers, or representatives  
28 informed Ms. Wilson of the Brake Defect prior to her purchase of the Vehicle.

1           64. Had Ms. Wilson been advised of the Brake Defect at or before the  
2 point of sale, she would not have purchased her Vehicle or else would have paid  
3 significantly less for the Vehicle.

4           65. Ms. Wilson did not receive the benefit of her bargain.

5           **iv. Plaintiff Zembrzycki**

6           66. Mr. Zembrzycki purchased his 2021 Atlas from Ontario Volkswagen,  
7 an authorized VW dealership in Ontario, California, in February 2024.

8           67. Mr. Zembrzycki made his decision to purchase a VW Atlas, in part, in  
9 reliance on representations communicated through Defendant's advertisements and  
10 marketing campaigns emphasizing the quality, reliability, and safety of  
11 Defendant's Vehicles.

12           68. At the time of Mr. Zembrzycki's purchase, on information and belief,  
13 Volkswagen knew that the Vehicles suffered from the Brake Defect, but neither  
14 Volkswagen, nor Volkswagen's representatives, disclosed the Defect to Mr.  
15 Zembrzycki when advertising or discussing the features, components, and  
16 performance of the Vehicle. In reliance on these material omissions and  
17 misrepresentations, Mr. Zembrzycki purchased and operated the Vehicle on the  
18 belief that the Vehicle's brakes would operate properly as warranted.

19           69. Before purchasing his Vehicle, Mr. Zembrzycki test drove it. At the  
20 time of his test drive and purchase, he had no forewarning of the Brake Defect.

21           70. Shortly after the purchase, Mr. Zembrzycki's Vehicle intermittently  
22 began exhibiting various issues when he applied the brakes, including loud  
23 squealing, squeaking, and screeching noise, as well as emitting a metal-on-metal  
24 grinding or grating sound, both of which would trigger the Vehicle's proximity  
25 alert approximately 90% of the time a sound was made. Triggering of these sensors  
26 means that a battery of audio and visual alerts are popping up and going off in the  
27 car and on the instrument clusters and that on top of the obnoxious sounds from the  
28 brakes, these events on aggregate create a very stressful and unsafe environment

1 when operating the car. What instead should happen is that a car simple should  
2 decelerate when engaging its brakes. Every passenger in the car, as well as persons  
3 outside of the car are able to notice this, which creates an unsafe, unsatisfactory,  
4 and embarrassing driving experience.

5 71. On some occasions, the Vehicle's proximity alert sensors triggered so  
6 severely—indicating that a collision was extremely imminent—that the Vehicle's  
7 emergency brake applied automatically, despite no objects being in the vicinity.

8 72. Mr. Zembrzycki's Vehicle also began demonstrating inconsistent  
9 function, sometimes engaging too strongly or harshly, and other times feeling  
10 "spongy" or less effective.

11 73. The Vehicle began exhibiting the various symptoms of the Braking  
12 Defect—Squealing, Grinding, Proximity Alert, and Erratic Function—nearly every  
13 time Mr. Zembrzycki drove until, on or around July 15, 2024, he brought the  
14 Vehicle to Mission Bay Volkswagen, an authorized Volkswagen dealership in San  
15 Diego, California.

16 74. Service technicians at Mission Bay Volkswagen first feigned  
17 ignorance regarding the Brake Defect. However, after Mr. Zembrzycki insisted that  
18 the dealership keep the Vehicle overnight for a test-drive, the dealership confirmed  
19 the Brake Defect. Volkswagen's service technicians nevertheless stated that  
20 nothing could be done to resolve Mr. Zembrzycki's concerns under warranty, and  
21 that any replacement of brake components would have to be paid for by  
22 Mr. Zembrzycki.

23 75. Service technicians at Mission Bay Volkswagen also asked for videos  
24 demonstrating the Grinding, Squealing, and Proximity Alert Defects. But when  
25 Mr. Zembrzycki provided the requested videos, they informed him that these were  
26 normal operation for the Vehicles. Mr. Zembrzycki responded that this is not  
27 normal operation, subsequently the dealership advised that any recourse would  
28 have to be pursued with Defendant Volkswagen, directly.

1           76. Notably, although Mr. Zembrzycki described the Squealing Defect  
2 and Proximity Alert Defect and the inadequately triggered emergency braking  
3 occurrences to the Mission Bay Volkswagen service technicians at the same time  
4 he raised the Grinding Defect (i.e., during his July 2024 visit), only his complaints  
5 regarding the Grinding Defect were recorded in the service records.

6           77. At approximately the end of July, 2024, Mr. Zembrzycki attempted to  
7 follow the dealership's directions and raise his concerns with VW's corporate  
8 office. When he did, however, he faced similar barriers to any resolution. First, he  
9 had trouble getting ahold of any service representative at all. Then, when he was  
10 finally able to speak with someone he was only provided a generic statement  
11 which, on information and belief, was read from a script or template developed to  
12 respond to concerns about the Brake Defect. Ultimately, Mr. Zembrzycki was told  
13 that his concerns were "within normal parameters" and no remedy would be  
14 provided.

15           78. Mr. Zembrzycki requested VW's response in writing, which was  
16 provided a couple of days later, confirming that Defendant VW would take no  
17 action, but claiming that "[t]o provide you with the best service possible, it's  
18 important that you respond to us by replying to this email." Mr. Zembrzycki did so  
19 on the same day, August 9, explaining that the Brake Defect was not "within  
20 acceptable normal range on what is to be expected from brakes," "that the noise  
21 from the brakes is triggering the vicinity sensory all around the car in ~90% of  
22 instances, although NO object is any way near the vehicle," and that this is "a  
23 significant safety hazard." Mr. Zembrzycki has not received any response.

24           79. Neither Volkswagen nor any of its agents, dealers, or representatives  
25 informed Mr. Zembrzycki of the Brake Defect prior to his purchase of the Vehicle.

26           80. Had Mr. Zembrzycki been advised of the Brake Defect at or before  
27 the point of sale, he would not have purchased his Vehicle or else would have paid  
28 significantly less for the Vehicle.

1 81. Mr. Zembrzycki did not receive the benefit of his bargain.

2 **B. New York Plaintiffs**

3 **i. Plaintiff Edward Norris**

4 82. Mr. Norris purchased his 2022 Atlas from Smithtown Volkswagen, an  
5 authorized Volkswagen dealership in St. James, New York, on or about July 27,  
6 2022.

7 83. Mr. Norris made his decision to purchase a VW Atlas, in part, in  
8 reliance on representations communicated through Defendant's advertisements and  
9 marketing campaigns emphasizing the quality, reliability, and safety of  
10 Defendant's Vehicles.

11 84. At the time of Mr. Norris's purchase, on information and belief,  
12 Volkswagen knew that the Vehicles suffered from the Brake Defect, but neither  
13 Volkswagen, nor Volkswagen's representatives, disclosed the Defect to Mr. Norris  
14 when advertising or discussing the features, components, and performance of the  
15 Vehicle. In reliance on these material omissions and misrepresentations, Mr. Norris  
16 purchased and operated the Vehicle on the belief that the Vehicle's brakes would  
17 operate properly as warranted.

18 85. Before purchasing his Vehicle, Mr. Norris test drove it. At the time of  
19 his test drive and purchase, he had no forewarning of the Brake Defect.

20 86. Shortly after purchasing the Vehicle, the brakes began emitting loud,  
21 obnoxious, and distracting sounds of metal-on-metal grinding. Sometimes  
22 accompanying these other sounds was the sound of gurgling.

23 87. Mr. Norris has taken his Vehicle to authorized VW dealerships—both  
24 Smithtown Volkswagen and Volkswagen of Huntington, in Huntington Station,  
25 New York—approximately ten different times in an attempt to address the Brake  
26 Defect. However, none of these visits resolved the Brake Defect; to the contrary,  
27 Mr. Norris has been told in various ways that there is no resolution available.  
28



1           88. On one occasion Mr. Norris was informed that the loud sounds  
2 emitting from his brakes were “entirely normal” because “this is what happens  
3 with a ceramic brakes system.”

4           89. On other occasions, however, VW service technicians have agreed  
5 that it is not normal operation and have attempted resolutions including reserving  
6 the brakes, soaking them in solution, and attempting to address premature rust.  
7 None of these attempts have been successful.

8           90. Neither Volkswagen nor any of its agents, dealers, or representatives  
9 informed Mr. Norris of the Brake Defect prior to his purchase of the Vehicle.

10          91. Had Mr. Norris been advised of the Brake Defect at or before the  
11 point of sale, he would not have purchased his Vehicle or else would have paid  
12 significantly less for the Vehicle.

13          92. Mr. Norris did not receive the benefit of his bargain.

14           **ii. Plaintiff Edward Pishchik**

15          93. Mr. Pishchik leased his 2022 Atlas from Douglas Volkswagen, an  
16 authorized Volkswagen dealership in Summit, New Jersey, on or about January 21,  
17 2022.

18          94. Mr. Pishchik made his decision to lease a VW Atlas, in part, in  
19 reliance on representations communicated through Defendant’s advertisements and  
20 marketing campaigns emphasizing the quality, reliability, and safety of  
21 Defendant’s Vehicles.

22          95. At the time of Mr. Pishchik’s lease, on information and belief,  
23 Volkswagen knew that the Vehicles suffered from the Brake Defect, but neither  
24 Volkswagen, nor Volkswagen’s representatives, disclosed the Defect to Mr.  
25 Pishchik when advertising or discussing the features, components, and  
26 performance of the Vehicle. In reliance on these material omissions and  
27 misrepresentations, Mr. Pishchik leased and operated the Vehicle on the belief that  
28 the Vehicle’s brakes would operate properly as warranted.

1           96. Before leasing his Vehicle, Mr. Pishchik test drove it. At the time of  
2 his test drive and lease, he had no forewarning of the Brake Defect.

3           97. Shortly after leasing his Vehicle, Mr. Pishchik started experiencing  
4 the Braking Defect. Specifically, his vehicle would regularly—but erratically—  
5 emit a loud, high-pitched squealing and squeaking, as well as a grinding or grating  
6 sound of metal-on-metal. Accompanying these other sounds was sometimes the  
7 sound of gurgling, or rushing water.

8           98. Along with the incessant, distracting, and concerning sounds they  
9 emit, the brakes on Mr. Pishchik’s Vehicle also require an unusual amount of force  
10 applied to achieve the same braking power, as though they are “squishy.”

11           99. Mr. Pishchik has taken his Vehicle to Bay Ridge Volkswagen, an  
12 authorized VW dealership in Brooklyn, New York, in an attempt to address the  
13 Brake Defect. The VW dealership was unable to resolve the issues, or address Mr.  
14 Pishchik’s concerns.

15           100. In fact, a VW service technician informed Mr. Pishchik that his  
16 concerns regarding the brakes “seem to be normal with these models,” and advised  
17 him that his only avenue for relief would be to raise it with Volkswagen directly.

18           101. Neither Volkswagen nor any of its agents, dealers, or representatives  
19 informed Mr. Pishchik of the Brake Defect prior to his purchase of the Vehicle.

20           102. Had Mr. Pishchik been advised of the Brake Defect at or before the  
21 point of sale, he would not have purchased his Vehicle or else would have paid  
22 significantly less for the Vehicle.

23           103. Mr. Pishchik did not receive the benefit of his bargain.

24           **C. Illinois Plaintiffs**

25           **i. Plaintiff Wamidh Jawad**

26           104. Mr. Jawad purchased his 2024 Atlas Cross Sport from City  
27 Volkswagen of Evanston in Evanston, Illinois, on or about March 30, 2024.  
28



1           105. Mr. Jawad made his decision to purchase a VW Atlas Cross Sport, in  
2 part, in reliance on representations communicated through Defendant's  
3 advertisements and marketing campaigns emphasizing the quality, reliability, and  
4 safety of Defendant's Vehicles.

5           106. At the time of Mr. Jawad's purchase, on information and belief,  
6 Volkswagen knew that the Vehicles suffered from the Brake Defect, but neither  
7 Volkswagen, nor Volkswagen's representatives, disclosed the Defect to Mr. Jawad  
8 when advertising or discussing the features, components, and performance of the  
9 Vehicle. In reliance on these material omissions and misrepresentations, Mr. Jawad  
10 purchased and operated the Vehicle on the belief that the Vehicle's brakes would  
11 operate properly as warranted.

12           107. Before purchasing his Vehicle, Mr. Jawad test drove it. At the time of  
13 his test drive and purchase, he had no forewarning of the Brake Defect.

14           108. However shortly after purchasing his Vehicle, a loud and high-pitched  
15 squealing emitted whenever Mr. Jawad applied the brakes.

16           109. Mr. Jawad raised the issue with City Volkswagen of Evanston  
17 immediately in an attempt to address the Brake Defect. However, Mr. Jawad was  
18 told only that these sounds were common in the Vehicles and offered no resolution  
19 or relief.

20           110. Neither Volkswagen nor any of its agents, dealers, or representatives  
21 informed Mr. Jawad of the Brake Defect prior to his purchase of the Vehicle.

22           111. Had Mr. Jawad been advised of the Brake Defect at or before the  
23 point of sale, he would not have purchased his Vehicle or else would have paid  
24 significantly less for the Vehicle.

25           112. Mr. Jawad did not receive the benefit of his bargain.  
26  
27  
28

1 **D. Putative Class Members**

2 **i. Volkswagen Atlas**

3 **Model Year 2021**

4 113. NHTSA Complaint regarding a 2021 ATLAS, dated 8/1/2022:

5 Brakes are making loud squeaking and grinding noises  
6 when brake is applied at low speeds. It feels like the  
7 entire braking system is about to fall apart. ***Took the***  
8 ***vehicle to the Volkswagen dealership and they said***  
9 ***Volkswagen brakes are know to make noise.*** I told them  
10 at the dealership, online customer support chat, and  
11 phone customer support that this should not be happening  
12 on a brand new vehicle. They said there is nothing they  
13 can do about it. ***The sounds are very loud even with all***  
14 ***the windows up, it's like an old car. I can hear the***  
15 ***brakes squeak from a third floor building.*** (ID No.  
16 11483920; emphasis supplied)

17 114. NHTSA Complaint regarding a 2021 ATLAS, dated 9/29/2022:

18 The brakes make loud squealing and grinding noises and  
19 don't feel like they are properly functioning when  
20 attempting to stop. ***I rolled through a stop sign when***  
21 ***they were grinding loudly last week because the brakes***  
22 ***would not engage. I immediately scheduled to have it***  
23 ***diganosed again. I have had it diagnosed by VW 3 times***  
24 ***and also contacted VW corporate and they have all***  
25 ***stated to me that it is a known issue with the brakes on***  
26 ***VW atlas and have had 1000s of complaints and will do***  
27 ***nothing to repair or resolve the situation. They said they***  
28 ***know it is an issue and not correct and they will not be***

1 doing anything to correct the situation or make sure the  
2 vehicle is safe.” (ID No. 11487219; emphasis supplied)

3 115. NHTSA Complaint regarding a 2021 ATLAS, dated 2/15/2022:

4 The front brake rotors on this VW model are faulty and  
5 unsafe from the factory and need to be recalled. They  
6 warp and squeal, and the issue seems to be starting at  
7 about 4 months. The brake rotors warp between 4-6  
8 months and the front brakes start to vibrate when driving  
9 at 65 mph or more. The brake pads are fine, however the  
10 rotors need to be replaced. The rotors need to be  
11 inspected as they appear to be made out of inferior  
12 material/metal. The VW dealership refused to replace  
13 the rotors under warranty and I had to pay for the  
14 replacement. I contacted VW USA, but they were not  
15 helpful at all. [XXX] VW Bensenville, IL Based on my  
16 research through different VW online forums, there's a  
17 lot of people that were having the same issue.

18 INFORMATION Redacted PURSUANT TO THE  
19 FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C.  
20 552(B)(6). (ID No. 11491172)

21 116. NHTSA Complaint regarding a 2021 ATLAS, dated 3/27/2023:

22 We just purchased a certified pre-owned vehicle from the  
23 dealership. Since we've had the vehicle, it produces a  
24 loud squeaking sound when braking. We took it to a  
25 brake shop and were advised the rear brakes get so hot  
26 and are glazed over and need to replace the rotors. When  
27 I look online I see this is a common problem for this  
28

1 vehicle and that the manufacturer has done nothing to get  
2 it fixed. (ID No. 11514028)

3 117. NHTSA Complaint regarding a 2021 ATLAS, dated 6/28/2023:

4 The brakes make a deep grinding sound every 4000-8000  
5 miles. A typical sound of failing brakes. When I took the  
6 vehicle into the dealership they let me know they have a  
7 defective brake pad system. When they changed the  
8 compound in 2019/2020 this has been an issue. The pads  
9 are showing in good acceptable range. However *when*  
10 *driving the vehicle you do not know if it is safe or not*  
11 unless you take the vehicle in to make sure l. Again every  
12 4000-8000 miles. I do not see how they are able to sell  
13 you a car with a known issue and not disclose this. This  
14 should be covered or recalled. *It absolutely is a safety*  
15 *issue when you cannot tell if your brakes are working*  
16 *properly! They are telling me they see 4-5 people a*  
17 *week with the same issue.* How is this not being recalled!  
18 (ID No. 11529687; emphasis supplied)

19 118. NHTSA Complaint regarding a 2021 ATLAS, dated 7/8/2023:

20 Within a week of our purchase of a brand new atlas, we  
21 started hearing squeaking and grinding noises with the  
22 front brakes. I've taken it into multiple dealerships for  
23 them to inspect and ensure the safety, and I'll have given  
24 me the same spiel, that the brakes are working just fine.  
25 *The grinding noise is clearly beyond normal and I'm*  
26 *concerned for my family safety.* (ID No. 11531086;  
27 emphasis supplied)

28 119. NHTSA Complaint regarding a 2021 ATLAS, dated 10/22/2023:

1 I leased my VW ATLAS in Feb. 2021. Since then the  
2 vehicle has been in for service many times because the  
3 brakes squeak, grind and gurgle. ***They even had to***  
4 ***replace the whole front end braking system in spring of***  
5 ***2022. Even with the replacement, the brakes are yet***  
6 ***again squeaking, grinding and gurgling.*** The service  
7 department at VW has acknowledged that this is a  
8 problem with many Atlases and does not seem to care  
9 and has told me that they just make that noise and that  
10 the brakes are functional and pose no safety risk. This I  
11 am weary of. (ID No. 11551226; emphasis supplied)

12 120. NHTSA Complaint regarding a 2021 ATLAS, dated 11/7/2023:

13 When the car is just started a horrible braking/grinding  
14 noise when trying to stop. The brakes eventually stop  
15 grinding and starts making a screeching noise when  
16 coming to a stop. ***It does feel safe at all Dealer states this***  
17 ***is normal*** It is not normal for any car. This happens daily  
18 (ID No. 11553995; emphasis supplied)

19 121. NHTSA Complaint regarding a 2021 ATLAS, dated 11/29/2023:

20 A few weeks after we purchased the vehicle from the  
21 dealership, the brakes started making loud metallic noises  
22 and grinding. The vehicle was taken to the dealership  
23 where ***they replaced the brakes and then the issue***  
24 ***occurred again just a few weeks after that repair.*** We  
25 continue to take the car back to the dealership and they  
26 now just keep telling us that there are no issues. I called  
27 Volkswagen directly and they sided with the dealer. At  
28 this point I have a vehicle that keeps having the same

1 persistent issue. I did my own research and found that  
 2 there are several other Atlas owners that are encountering  
 3 the same issue in 2021+ models. This is a known issue  
 4 and Volkswagen refuses to do anything about it. ***I have 2***  
 5 ***kids and have do not feel confident in my cars brakes***  
 6 ***when they are in there.*** (ID No. 11557510; emphasis  
 7 supplied)

8 122. NHTSA Complaint regarding a 2021 ATLAS, dated 10/21/2023:

9 The breaks are very loud- squeaky and grinding. Have  
 10 had them checked several times and break pads are in  
 11 good condition. Additionally after the car is idle for  
 12 several hours, it'll be a loud gurgle when breaks are  
 13 applied the first few "stops". Additionally, when driving  
 14 in cold weather the rear the stability assist light on the  
 15 dash will engage. It will flash on and off so to be  
 16 uncertain if the traction control is engaged on possible  
 17 slippery roads (ID No. 11560572)

18 123. NHTSA Complaint regarding a 2021 ATLAS,  
 19 dated 10/22/2021: Since purchasing the car new, my  
 20 brakes squeal and make a grinding noise. They don't stop  
 21 well and the noise doesn't stop until I drive the car for a  
 22 while. This happens every time I drive my vehicle. ***I***  
 23 ***have taken it to VW service and they say that it is***  
 24 ***normal for those kinds of brakes.*** (ID No. 11561753;  
 25 emphasis supplied)

26 124. NHTSA Complaint regarding a 2021 ATLAS, dated 1/29/2024:

27 yes when start the car and drive from 0-20 mph from the  
 28 start you will hear a loud noise when applying the brake

and now getting louder and louder everywhere you drive the vehicle. ***took it in the dealer 2-3 time and they are telling me is manufactures design.*** don't have this problem from day one I purchase the vehicle but now after 40k. miles start this problem specially brake, ***its scare me to drive the vehicle..*** please, advise. Thank you.. (ID No. 11576673; emphasis supplied)

**Model Year 2022**

125. **NHTSA Complaint regarding a 2022 ATLAS, dated 10/26/2022:**

Brakes are very squeaky and sound like grinding metal when in use. ***This happens every day for the past year regardless of weather or moisture.*** Most recently they have started skipping. I can feel the break pedal pulsing as if the brakes are bouncing and the car “skids”. This morning I was coming out of my driveway, around 3 mph, and a vehicle passed by so I pressed the brakes and the car still moved out into the street. ***This is going to cause a crash at some point if the brakes are not stopping the vehicle as intended by the driver.*** (ID No. 11490949; emphasis supplied)

126. **NHTSA Complaint regarding a 2022 ATLAS, dated 10/3/2022:**

I have a 2022 Volkswagen atlas with 15k miles on it. My brakes are making a hard sweeping noise when braking. It has been happening for a few weeks now. When I start to push on the breaks no matter the type of weather, it sounds like it is metal on metal. I do not know if it is the calipers sticking or if it is something more. (ID No. 11492483)



- 1 127. NHTSA Complaint regarding a 2022 ATLAS, dated 1/22/2023:  
2 Brakes are always squeaky and making grinding noises  
3 for the first 10 minutes of every drive. Brake pedal is also  
4 squeaky. *Was brought to dealership two times and told*  
5 *that it's normal.* (ID No. 11503013; emphasis supplied)
- 6 128. NHTSA Complaint regarding a 2022 ATLAS, dated 2/28/2022:  
7 Brand new Atlas has the worst brake pads/rotors!  
8 Screech & squeal incessantly in reverse and when  
9 braking. *Dealer has said this is "normal" and is not*  
10 *under warranty.* Drive to and from work every day and  
11 this happens each time within the first 10 minutes of  
12 starting the car. (ID No. 11508332; emphasis supplied)
- 13 129. NHTSA Complaint regarding a 2022 ATLAS, dated 12/1/2022:  
14 We purchased this vehicle new in 2022, since the  
15 purchase, we have taken the car in for defective brakes  
16 and brake noise. *2 different dealerships have resurfaced*  
17 *the rotors and brake pads for a total of 3 resurfaces and*  
18 *the noise ( grinding like metal on metal ) still exists.* We  
19 have contacted VolkswagenUSA and they are not able to  
20 tell us what is causing the noise and want us to pay 10%  
21 of the repair costs event thought this issue has been going  
22 on during the warranty period. Thank you (ID No.  
23 11515533; emphasis supplied)
- 24 130. NHTSA Complaint regarding a 2022 ATLAS, dated 5/1/2023:  
25 The brakes squeak and grid a lot. During the rain the  
26 brakes do not stop fast at the first apply and they don't  
27 perform well, because a lot of debris from the brake pads  
28 are stuck at brake system. *VW Certified Technician*



1 *stated that it is manufacturer defective brake system*  
 2 *and it needs replacement but they refused to replace it*  
 3 *under warranty.* This issue was stated by me from the  
 4 first week I bought this vehicle. (ID No. 11520478;  
 5 emphasis supplied)

6 131. NHTSA Complaint regarding a 2022 ATLAS, dated 8/1/2023:

7 The breaks make a horrible grinding and squeak sound.  
 8 *Feels unsafe to drive car.* (ID No. 11536622; emphasis  
 9 supplied)

10 132. NHTSA Complaint regarding a 2022 ATLAS, dated 1/6/2022:

11 The vehicle brakes sound like metal v metal, grinding  
 12 and squeaking. *The dealership says that its a known*  
 13 *problem but they have no fix. This concerns me when*  
 14 *driving.* (ID No. 11544415; emphasis supplied)

15 133. NHTSA Complaint regarding a 2022 ATLAS, dated 7/1/2022:

16 Brakes make a HORRIBLE METAL TO METAL,  
 17 screeching, sharp noise when breaking. Just knowing the  
 18 money that was paid for this vehicle and as I drive and  
 19 brake at my children school it sounds like a cheap made  
 20 vehicle. Something may be done because the sound the  
 21 brakes make us truly unacceptable. I can't believe  
 22 Volkswagen has not come up with a fix. A lot of people  
 23 are having issues with it. They need to resolve it for all of  
 24 us Volkswagen Atlas owners. (ID No. 11547447)

25 134. NHTSA Complaint regarding a 2022 ATLAS, dated 10/26/2023:

26 Roughly 60 days after we purchased our Atlas the brakes  
 27 started squealing, grinding, and when its wet or raining, it  
 28 is nearly impossible to stop the vehicle without slamming

1 the brakes so hard that the anti-lock braking system  
2 engages. This is a safety hazard/concern. We contacted  
3 the dealership where we purchased the vehicle (out of  
4 state) and they said this was standard and not to worry.  
5 This was mentioned at our first service at our local VW  
6 dealership and we were again told that this was normal  
7 and that the brake pads were wearing just fine. The  
8 safety concern was not addressed, nor is this normal. At  
9 our second service appointment, we asked that these be  
10 checked again and for them to address the difficulty in  
11 stopping during wet conditions. Same response, this is  
12 normal and brakes are not covered under warranty. We  
13 have since contacted the original selling dealership who  
14 lined up another service appointment with our local VW  
15 dealership, and again, we received the same answer as  
16 before. We do have audio/video of the squealing and  
17 grinding noises, and again, we have been told this is  
18 standard, and its a known problem with the VW Atlas.  
19 There are many other complaints similar to this. This  
20 should reach the level of a recall before something  
21 catastrophic happens and someone loses their life over it.  
22 I/we as owners of this type vehicle should not have to  
23 spend thousands of dollars replacing brakes shortly after  
24 purchasing this type of vehicle. (ID No. 11552287;  
25 emphasis supplied)

26 135. NHTSA Complaint regarding a 2022 ATLAS, dated 5/15/2023:

27 1. Dealer has accepted the problem and indicated they are  
28 unable to do anything, that all Atlas do the brake

1           screetching and sensors going off with no reason. 2.  
 2           Brakes- Everytime at starting the car in the morning or  
 3           around 15 to 30 minutes after use (parked), they screech  
 4           and it feels as if the pads slide and not truly break. This  
 5           happens always along with a water-like gargling sound.  
 6           The screeching also makes the sensors go off. ***The***  
 7           ***concern is the safety as you can feel the breaks do not***  
 8           ***respond the same when this happens vs after using***  
 9           ***three or four stops. You can feel and hear how the pads***  
 10          ***slide and the car has difficulty breaking.*** 2. The left side  
 11          sensors of the mirror and side of car go off random and it  
 12          is annoying to say the least. The safety issue is that when  
 13          you are driving, reaching a stop and they go off, it can  
 14          somewhat scare you and you then hit the breaks thinking  
 15          something is really there being sensed by the sensors.  
 16          This could cause an accident. I have videos of the  
 17          sensors problem showing how even though there is  
 18          nothing around, they go off. I also have videos of the  
 19          breaks making the noise. (ID No. 11558524; emphasis  
 20          supplied)

21          136. NHTSA Complaint regarding a 2022 ATLAS, dated 12/2/2023:

22          My brakes have been making a weird sound when I break  
 23          and at times grind as if the brakes need to be changed. I  
 24          have taken my car to be serviced for this issue and ***they***  
 25          ***tell me that my brakes are great with no issues. That the***  
 26          ***Atlas have that issue but it's normal. There are times***  
 27          ***that it seems my brakes fail. This poses a safety risk for***  
 28

1 *me and my family* (ID No. 11559066; emphasis  
2 supplied)

3 137. NHTSA Complaint regarding a 2022 ATLAS, dated 12/27/2023:

4 brand new car of VW 2022 Atlas Premium, but, with the  
5 brake grinding noise issue from starting driving this  
6 brand new car. The dealer acknowledged this noise  
7 issue, but, stated no safety issue, and asked me to call  
8 VW directly. We called VW directly, they said, no safety  
9 issue. We questioned we spent about \$60k for this brand  
10 new car, why having such extremely brake noise from  
11 driving from day #1 , why the manufacture and dealer did  
12 not take care and fix this issue? and *such grinding noise*  
13 *made my wife not dare to press the brake hardly. Such*  
14 *noise made the driver feel so scared, and this scare*  
15 *potentially cause the safety issue.* (ID No. 11562139;  
16 emphasis supplied)

17 138. NHTSA Complaint regarding a 2022 ATLAS, dated 1/1/2024:

18 When I start driving the vehicle after it has been sitting  
19 for a little while (anywhere between a couple hours to  
20 overnight), the first few times I use the brakes, it sounds  
21 and feels like the brakes are grinding. There is a loud  
22 metallic grinding noise until I come to a full stop. This  
23 will last for several miles, and eventually go away. At the  
24 same time it does this, the driver side alert (cameras) start  
25 beeping like crazy. I have taken it in once as it started  
26 very shortly after I got the car and *they replaced the*  
27 *brakes* to appease me even though they said everything  
28 looked perfectly fine. They also said the sensors for the

camera just needed cleaning off. *All of this started happening again about 6 months later.* In addition, I also have issues with the car shutting off whenever it feels like it and requiring a manual restart, In the middle of intersections, etc. (ID No. 11564030; emphasis supplied)

139. NHTSA Complaint regarding a 2022 ATLAS, dated 8/13/2013: “Very loud grinding noises and squeaking especially in the mornings when you use the brakes. (ID No. 11565101)”

140. NHTSA Complaint regarding a 2022 ATLAS, dated 1/14/2024: “Breaks grind as if they are used up but vehical is new and shouldnt have run through the pad so quickly Breaking becoming harder to stop (ID No. 11565491)”

141. NHTSA Complaint regarding a 2022 ATLAS, dated 2/8/2024:

The brakes make an awful grinding noise that sounds like metal on metal . When braking the collision alert system will go off as if a crash is inevitable like no one is braking. *I have had pedestrians flag me down and tell men that the noise is a brake rotor issue and that the pads must be completely gone cause they have never heard them sound that bad. The dealer claims they are fine and it is a know issue* and safe even if the collision alert system goes off unnecessarily. The *most dangerous thing is the lack of interest they have in investigating the problem.* (ID No. 11572822; emphasis supplied)

142. NHTSA Complaint regarding a 2022 ATLAS, dated 1/19/2024:

There needs to be a recall on all 2022 Volkswagen Atlas. There is a major issue with the braking system that if goes unaddressed, will cause accidents. There are many,

1 many people complaining about it and I'm guessing until  
2 we start seeing deaths related to it, nothing will get done.  
3 The braking system is grinding, squealing and jumping  
4 when attempting to brake. This is going to continue to get  
5 worse until something gets fixed. (ID No. 11574437)

6 143. NHTSA Complaint regarding a 2022 ATLAS, dated 1/2/2024:

7 vehicle has recurring noise when braking, sounds like a  
8 grinding. There is also a gurgling noise when stopping  
9 coming from the engine compartment on the driver's  
10 side. (ID No. 11575866)

11 144. NHTSA Complaint regarding a 2022 ATLAS, dated 2/20/2024:

12 Leased vehicle in Aug 2022, brand new. Approx. six  
13 months later the vehicle exhibited a recurring noise when  
14 braking which sounds like a grinding. The noise is also  
15 accompanied with a gurgling sound when stopping  
16 originating from the engine compartment on the driver's  
17 side. ***Dealership said it might be break dust, they***  
18 ***cleaned the area and test drove the vehicle. It worked***  
19 ***fine for less than a day before the noise returned.***

20 Additionally, the car has surged when at a stop and  
21 turned off unexpected with Auto Start/Stop off.

22 Dealership diagnosed the issues as related to the battery  
23 from the factory but stated it is not yet with in the failure  
24 limits to constitute a warranty replacement. Just to be  
25 clear, the battery is failing but not at the rate the  
26 manufacture would cover the replacement. Told by the  
27 dealer to wait until the problem becomes worse so they  
28

1 can replace it under warranty. (ID No. 11577211;  
2 emphasis supplied)

3 145. NHTSA Complaint regarding a 2022 ATLAS, dated 8/29/2023:

4 My *sensors continue to beep when there is no*  
5 *obstruction around the vehicle. At times, this will also*  
6 *cause the brakes to grind.* When I take it in for  
7 inspection, they are unable to find any malfunction  
8 because this happens inconsistently. *This puts myself*  
9 *and others at risk because it is very distracting to the*  
10 *driver.* The vehicle has been inspected by the service  
11 dealer, but they have not been able to reproduce the  
12 problem. Other lights have also popped up randomly...  
13 the driver seat belt sign, when I did have my seat belt on  
14 and the EPC sign while I drove down my street. (ID No.  
15 11541560; emphasis supplied)

16 146. NHTSA Complaint regarding a 2022 ATLAS, dated 2/19/2024:

17 The *collision alert system is activated when we brake*  
18 *and a terrible grinding noise occurs.* It seems that the  
19 brake issues makes the collision system think the car is  
20 not being stopped by the brakes. *The dealer refuses to do*  
21 *anything about the issues because there is no nhtsa*  
22 *recall. They claim the issue is humidity.* (ID No.  
23 11572829; emphasis supplied)

24 **Model Year 2023**

25 147. NHTSA Complaint regarding a 2023 ATLAS, dated 5/1/2023:

26 When the vehicle is wet (after car wash or when it rains),  
27 the breaks start screeching and the breaking jerks  
28 suddenly. *It's a terrible sound and terrible feeling*



1 *because it's unexpected and abnormal* (ID No.

2 11535286; emphasis supplied)

3 148. NHTSA Complaint regarding a 2023 ATLAS, dated 12/15/2023:

4 The vehicle only has 15K miles and the breaks are  
5 already producing a grinding sound. Brought it back to  
6 the dealership and they said that the pads and rotors are  
7 measuring correct and that it was the humidity. No  
8 vehicle that we have ever experiences has had grinding,  
9 so new and blamed weather. They are stating that the  
10 pads and rotors are made up of higher iron and corrosion  
11 is happening quicker. This is unacceptable and put extra  
12 wear on the vehicle breaking components ultimately  
13 putting breaking at risk. (ID No. 11560294)

14 149. NHTSA Complaint regarding a 2023 ATLAS, dated 5/11/2024:

15 This is my second Volkswagen Atlas, that has the same  
16 issues of breaks making loud squealing noise when I hit  
17 the brakes. Volkswagen changed the brakes on my 2022  
18 Atlas, then allowed me to trade it in for a 2023 Atlas. I  
19 been having the same problem with the brakes and all the  
20 dealers says is' ( Volkswagen is aware of the brake  
21 problem and working on a solution)., however it has been  
22 a ongoing issue for over a year. Just today in Walmart  
23 parking lot located at [XXX] , I hit brakes and the brakes  
24 squeal loud, *this is not just an issue because of the*  
25 *noise, this is a safety issue*. Now the dealer is telling me  
26 the brakes are only under warranty for 24,000 miles and  
27 my car has 34,000 miles, leaving me having to try to find  
28 out what to do on my own. My car note is \$914.10, I



love Volkswagen, but I will never buy another one. Imagine paying \$914.10 per month for a vehicle that has a safety issue and the dealer has been working on a solution for over 2 years. The break lights doesn't come on, so the dealer stated it is only a annoying sound not a safety issue, I believed these vehicles need a examination or please examine mines, because if your brakes squeals, something is wrong with the vehicle. INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6) (ID No. 11588261; emphasis added)

ii. **Volkswagen Atlas Cross Sport**

**Model Year 2021**

150. **NHTSA Complaint regarding a 2021 ATLAS CROSS SPORT, dated 11/22/2021:**

The contact owns a 2021 Volkswagen Atlas Sport. The contact stated that upon depression of the brake pedal, an abnormal grinding noise would emit from the brakes. She stated that the failure was intermittent and that no warning lights had appeared on the instrument panel. **The contact had called and taken the vehicle to several dealers;** Fiesta Volkswagen (8201 Lomas Blvd NE, Albuquerque, NM 87110); University Volkswagen Mazda (5150 Ellison St NE, Albuquerque, NM 87109); Garcia Volkswagen of Santa Fe (2560 Camino Edward Ortiz, Santa Fe, NM 87507) **and each, confirmed that they are aware of the failure; however, there was no remedy.** The brakes had been inspected by each dealer

1 and none were able to diagnose the failure. **The**  
2 **manufacturer was then notified of the failure and was**  
3 **informed that the grinding noise was normal.** No  
4 further assistance was provided. The vehicle had yet to  
5 be repaired. The failure mileage was approximately  
6 16,000. (ID No. 11448695; emphasis supplied)

7 151. NHTSA Complaint regarding a 2021 ATLAS CROSS SPORT, dated  
8 1/14/2022:

9 With 10k miles and barely over a year, my atlas cross  
10 sport needs new brakes and rotors! Brought to dealership  
11 and opened a case with VW corporate but they won't  
12 cover it because I've owned it more than a year. The  
13 dealership service manager even said they have had seen  
14 this issue with other atlas cross sports. (ID No.  
15 11449185)

16 152. NHTSA Complaint regarding a 2021 ATLAS CROSS SPORT, dated  
17 5/1/2021:

18 1) Brakes grinding and squealing 2) Known defects in  
19 the 2021 brakes could reduce potential stopping distance  
20 for affected vehicles. 3) Dealer replaced brakes at  
21 10,000 miles with exact same part and now we are  
22 currently experience the same problems at 23,000 but  
23 now dealer says there are unable to replace because the  
24 issue will remain due to there not being a fixed  
25 replacement. Dealer also recommend contacting the  
26 manufacture customer care. There response acknowledge  
27 the issue but there was nothing they could do due to there  
28 not being a replacment part. 4) Yes, both by dealer and

1 third party mechanics who also explained there are  
2 currently no after market brakes that could replace the  
3 defective brakes and they would have to replace with the  
4 same part. 5) No warning just constant grinding and  
5 noise (ID No. 11493206; emphasis supplied)

6 153. NHTSA Complaint regarding a 2021 ATLAS CROSS SPORT, dated  
7 3/1/2021:

8 Brakes are extremely loud and not as good as they should  
9 be for such a behemoth of an suv. Leads to a lot of  
10 uncertainty especially in wet weather. **Any attempt to**  
11 **rectify this issue at the dealer leads to me being**  
12 **without a vehicle for HOURS for them to simply state**  
13 **no issue produced. (Also sound of advice of slamming**  
14 **on my breaks in drive and revers to get rid of the**  
15 **screech)** which doesn't help unfortunately I gave in and  
16 tried it. The TPS system in the ACS is DANGEROUS.  
17 Multiple flat tires with not one sign of lost air or change  
18 in pressure. Once even on the freeway with my partner  
19 and toddler in the car. Reverse camera and screen black  
20 outs, infotainment system is frustrating and not  
21 dependable. (ID No. 11500627; emphasis supplied)

22 154. NHTSA Complaint regarding a 2021 ATLAS CROSS SPORT, dated  
23 8/1/2022:

24 After having the car for less than a year the brakes started  
25 grinding metal on metal as well as an extremely loud  
26 screeching sound. I've taken it to a brake center and the  
27 dealership and there is nothing anyone can do as the  
28 brakes still show they are not ready to be replaced.

Volkswagen is aware of the issue specifically with new Atlas models and will not do anything about it. (ID No. 11509387)

155. NHTSA Complaint regarding a 2021 ATLAS CROSS SPORT, dated 1/20/2023:

I own my car for a 18 months and my brakes make a grinding noise. I have taken in for service and they tell me that's its normal. How can it be normal I have own several new autos and never had I had this problem. (ID No. 11527350)

156. NHTSA Complaint regarding a 2021 ATLAS CROSS SPORT, dated 1/29/2024:

Since I purchased the vehicle the brakes sound like they are bad, yet they are not bad. ***I was told at Volkswagon that they are aware of the issue in these SUV's but the only fix will void out my warranty if I choose to do it.*** If this is a known problem with volswagon cross sports then why is there not a solution to the problem that will not jeopardize our warranty. I'm frustrated, the car sounds ridiculous when the brakes are applied and ***how is one to know when they are actually bad if they always sound that way.*** (ID No. 11568606; emphasis supplied)

157. NHTSA Complaint regarding a 2021 ATLAS CROSS SPORT, dated 10/4/2021:

Car has a harsh loud metal grinding sound when brakes are applied. Steering wheel vibration when brakes are applied at medium/high speeds, more notable in declined (down hill) roads. This has been ***reported to dealership***

1 *since we got the car brand new and they do nothing*  
2 *about it except to provide a scripted answer stating that*  
3 *the "car is safe" and/or that they cannot reproduce the*  
4 *issue.* (ID No. 11572088; emphasis supplied)

5 158. NHTSA Complaint regarding a 2021 ATLAS CROSS SPORT, dated  
6 6/2/2021:

7 SUV was purchased in May of 2021 at the Chapman VW  
8 dealership in Scottsdale, Arizona. Within several days of  
9 owning the Atlas, I noticed a grinding, shrieking noise  
10 coming from the brakes every time they were applied. I  
11 immediately *notified the dealer and they said that this*  
12 *was a common occurrence on the Atlas. They were*  
13 *aware of the issue but VW had not come up with a fix at*  
14 *that point in time. I brought the car in and they offered*  
15 *to replace the pads which were done. The problem*  
16 *continued.* Most recently, the noise and friction from the  
17 brakes has gotten infinitely worse. I contacted *VW*  
18 *executives in the US* and they once again said that they  
19 were *aware of the issue but that no reimbursement*  
20 *would be given* if I paid for new brakes myself, which I  
21 had to do. All participants, including the manager of  
22 Chapman VW, agree that this is a problem issue.  
23 However, there is no recall as of yet (one person there  
24 said one was forthcoming) and that they hear this  
25 problem from many Atlas owners. My question is why  
26 are they continuing to sell the car with the copper/rotor  
27 issue and why are they not fixing it nor reimbursing  
28

1 people like me? Thank you. (ID No. 11574497; emphasis  
2 supplied)

3 **Model Year 2022**

4 159. NHTSA Complaint regarding a 2022 ATLAS CROSS SPORT, dated  
5 10/22/2022:

6 I leased the vehicle on 2/2022, months later I started  
7 having braking problems. The dealer stated the brakes  
8 squeals only in the morning, but ***the brakes squeals***  
9 ***throughout the day while I am driving.*** A water leaked  
10 was fixed, however, the carpet remains in the car and on  
11 back order, also the smell effects my pregnant wife. ***If***  
12 ***we were told brakes would be squealing we wouldn't***  
13 ***have purchased the vehicle.*** (ID No. 11497301;  
14 emphasis supplied)

15 160. NHTSA Complaint regarding a 2022 ATLAS CROSS SPORT, dated  
16 12/28/2022:

17 Upon breaking its a grinding at time with squeaking. I've  
18 taken concern 2-3 times now to dealership and they say  
19 there's nothing wrong with breaks. They have given me  
20 no resolution in fixing. It happens on a daily. Depending  
21 how breaking happens. I've never owned a vehicle that  
22 had this issue and for a dealership not to fix. (ID No.  
23 11499298; emphasis supplied)

24 161. NHTSA Complaint regarding a 2022 ATLAS CROSS SPORT, dated  
25 1/19/2023:

26 The brakes make a grinding and squeaking sound after  
27 every start up and continues either for many miles or  
28 doesn't go away at all. ***It is a safety issue because the***



1 *brakes sound horrible and this is not a normal*  
2 *occurrence for a new car, i will not know if there is a*  
3 *more serious issue with my brakes if its "normal" for*  
4 *them to make this sound. The dealership has inspected*  
5 *the vehicle and says everything is fine and that this is*  
6 *normal... They have had numerous of the same vehicle*  
7 *in the shop for the same issue.* This is not normal for a  
8 brand new vehicle. No warning lamps are on. (ID No.  
9 11505132; emphasis supplied)

10 162. NHTSA Complaint regarding a 2022 ATLAS CROSS SPORT, dated  
11 2/10/2023:

12 I have taken my car to the dealer and had them look at  
13 the brakes. *Every time I press on the brakes it makes a*  
14 *grinding sound almost as if the car is to heavy for the*  
15 *brakes and skids a little. At Findlay Volkswagen they*  
16 *tell me they are aware of the problem, but Volkswagen*  
17 *has not approved any type of fix.* I have also talked to  
18 other people with the same car everyone I have spoken  
19 with that has this model car has the same issues with the  
20 brakes. *To mne this is a safety issue if the car is to*  
21 *heavy for the brakes.* (ID No. 11506664; emphasis  
22 supplied)

23 163. NHTSA Complaint regarding a 2022 ATLAS CROSS SPORT, dated  
24 3/3/2022:

25 The brakes on this new car constantly grind and are  
26 extremely noisy. There have been a few occasions where  
27 they barely stopped the car before we hit another car. *We*  
28 *have brought the car in for service several times and the*

1 *dealer is unable to repair the vehicle. The service reps*  
 2 *tell us this is a known problem with this car. Then they*  
 3 *tell us they did not find any issues. they have claimed to*  
 4 *have replaced the brakes but the issues still persist.* Lots  
 5 of owners of this vehicle have the same concerns or  
 6 worse. This Atlas Cross Sport should not be allowed on  
 7 California streets and highways. This really needs to be  
 8 looked into (ID No. 11510003; emphasis supplied)

9 164. NHTSA Complaint regarding a 2022 ATLAS CROSS SPORT, dated  
 10 10/1/2022:

11 I purchased my car in July 2022 and started having issues  
 12 with it within 3 months. *I've have my car at the dealer 4*  
 13 *times for them to look at the brakes (grinding, scraping*  
 14 *noise, squeaking that can be fetl in the pedal). I was*  
 15 *told each time that the rotors and brake pads aren't*  
 16 *compatible. VW knows about the problem but doesn't*  
 17 *have a fix for it.* They say they clean the pads and that  
 18 the car is safe to drive (really?). ... I only have 7,900  
 19 miles on my car and I just want it permanently fixed. (ID  
 20 No. 11518484; emphasis supplied and edited for  
 21 relevance)

22 165. NHTSA Complaint regarding a 2022 ATLAS CROSS SPORT, dated  
 23 10/4/2022: "Car make noises while breaking at times, *does not break at all if you*  
 24 *dont push the pedal really hard.*" (ID No. 11535512; emphasis supplied)

25 166. NHTSA Complaint regarding a 2022 ATLAS CROSS SPORT, dated  
 26 10/1/2022:

27 Purchased April 2022, and once the weather got cooler,  
 28 brakes make a horrendous grinding, squeaky noise,

sounds like metal on metal. *Have brought into dealership multiple times to no avail until a few months ago, confirmed that it is a known issue, but nothing they can do about it.* Said there is a build up of some kind on the brakes that has to warm up before it will go away, which is why it is prominent when weather is cooler. My concern is that typically, grinding, squeaking are usually signs that the brakes make have issues. *Dealer is saying brakes or fine, so do I have to wait for brakes to go out, run into something or someone before they can validate that brakes are not safe and are defective?* (ID No. 11551307; emphasis supplied)

167. NHTSA Complaint regarding a 2022 ATLAS CROSS SPORT, dated 7/1/2023:

The brakes began squealing and grinding about 6 months ago, I had the car a little over a year and didn't understand how the pads could be worn. I noticed that when the grinding occurs it is a little slower to stop when braking. *I immediately took it to VW, they heard it, checked them and said they were basically brand new. If I wanted to change them it wouldn't be under warranty.* It continued so I took it to Mavis for a second opinion. They told me the pads are like brand new as well but it looked like there was grease all over the pads and they cleaned them up. It didn't make a noise for about 1 week and then back at it and the grinding and slow braking is happening. *This is a concern and I don't like driving the car because im nervous I won't be able*

1 *to brake*. I've looked online to see if there was anyone  
2 else experiencing this and there are tons of threads stating  
3 the same thing. How has VW not been required to correct  
4 this? (ID No. 11553617; emphasis supplied)

5 168. NHTSA Complaint regarding a 2022 ATLAS CROSS SPORT, dated  
6 8/1/2023:

7 Brakes are making an awful grinding noise. Dealer says  
8 there is nothing they can do about it. That's just "the way  
9 they are" (ID No. 11560502; emphasis supplied)

10 169. NHTSA Complaint regarding a 2022 ATLAS CROSS SPORT, dated  
11 10/4/2023:

12 JUST PURCHASED MY ATLAS AROUND  
13 SEPTEMBER, AFTER DRIVING IT A MONTH WE  
14 NOTICED A LOAD SCREACH SOUND WEN  
15 COMING TO A STOP, ***I HAVE TAKEN IT TO TOO***  
16 ***VW DEALERS ONLY TO BE TOLD VOLKSWAGON***  
17 ***IS AWARE OF THE ISSUE AND THERE IS***  
18 ***NOTHING THEY CAN DO***, NOW THE BRAKES  
19 GRIND AND IM NOT SURE HOW TO ADRESS  
20 THIS ISSUE. THANK YOU . (ID No. 11561013;  
21 emphasis supplied)

22 170. NHTSA Complaint regarding a 2022 ATLAS CROSS SPORT, dated  
23 1/5/2024:

24 Breaks vibrate and squeal when making a slow stop.  
25 ***Dealership stated was just debris, but it continues to do***  
26 ***this repeatedly***. Online this appears to,be a known issue  
27 throughout the Volkswagen brand and dealership give the  
28 same reasoning, but the problem continues to persistent

1 for all owners who have reported it. *The dealerships*  
2 *appear to have been instructed to use the same*  
3 *reasoning for the issues, but never repair/resolve the*  
4 *issue.* (ID No. 11564057; emphasis supplied)

5 171. NHTSA Complaint regarding a 2022 ATLAS CROSS SPORT, dated  
6 11/5/2022:

7 I currently am leasing a 2022 Volkswagon Cross Atlas  
8 Sport that currently has 26,000 miles on it. In October, I  
9 noticed when I press on the brakes of my car, there is a  
10 loud grinding and squealing sound both inside and  
11 outside of the car. *It is so bad, that I tend to not push the*  
12 *brakes all the way down.* I brought my car to be serviced  
13 to Jack Daniels Volkswagon in Fair Lawn, NJ. They said  
14 they checked the brakes and they were in good condition  
15 and didn't need to be replaced. I left there and the car  
16 continued to squeal and grind when the brakes are  
17 pressed. I brought the car back last week to have them  
18 checked again and was told that they definitely hear the  
19 noise, but the brakes are still fine and they will not repair  
20 them. *They are telling me there is nothing they can do*  
21 *and that I have to live with the noise and the feeling of*  
22 *the brakes being unsafe. I was upset and dissatisfied*  
23 *with their answer so I tried to call Volkswagon*  
24 *corporate and they told me the same answer, that I have*  
25 *to live with it. The girl at the repair shop told me that*  
26 *other Volkswagon cars are experiencing the same thing*  
27 but there is no recall yet. She explained that it might be  
28 possible to change the rotors and it may correct the noise.

1 All I would like is for someone from Volkswagen to  
 2 approve the change of my rotors paid for by them to see  
 3 if that will eliminate the noise or to rectify the situation. *I*  
 4 *feel unsafe whereas I can't even fully press down on my*  
 5 *brakes without the noise and grinding being heard in*  
 6 *and out of the car.* I can't believe that I was told to live  
 7 with it by the Volkswagen corporation and that no one  
 8 would try and fix the manufacturer's brake error. (ID No.  
 9 11565843; emphasis supplied)

10 **Model Year 2023**

11 172. NHTSA Complaint regarding a 2023 ATLAS CROSS SPORT, dated  
 12 1/2/2024:

13 UNKNOWN Brakes on brand new vehicle are exhibiting  
 14 behavior that is not normal for a car of this size and  
 15 relatively young age (miles). Measurably loud brake  
 16 noise based on manufacturer's choice of materials in  
 17 components leave concern on overall safety of brake  
 18 system based on generally considered (except by dealer /  
 19 manufacturer of course) unexpected behavior of vehicle  
 20 braking system. (ID No. 11563187)

21 173. NHTSA Complaint regarding a 2023 ATLAS CROSS SPORT, dated  
 22 5/22/2024:

23 MY CAR SHUTS OFF WHILE DRIVING. ALSO I  
 24 HAVE HAD BRAKE ISSUES. GRINDING NOISE  
 25 AND LOUD NOISE. ***THEY RELACED THE BRAKE***  
 26 ***PADS THAT I HAD TO PAY FOR BECAUSE***  
 27 ***MANUFACTURER PADS WOULD HAVE CAUSED THE***  
 28 ***SAME ISSUE. NOW MY CAR IS SHAKING WHILE I***



1           ***BRAKE. THEY SAID I NEED NEW ROTORS.*** WITH  
 2           THE CAR SHUTTING OFF WHILE DRIVING IS MY  
 3           MAIN CONCERN. IT HAS SHUT OFF A TOTAL OF 8  
 4           TIME SINCE I HAVE OWNED IT. SHUT OFF  
 5           RADOMLY ON STREET, PARKING LOTS AND  
 6           FREEWAY GOING 65MPH. I HAVE MY GRAND  
 7           CHILDREN IN MY CAR A LOT. SO THERFORE,  
 8           THIS IS A HIGH RISK SAFETY CONCERN OF  
 9           MINE.. (ID No. 11590253)

## 10   **II. COMMON CLASS ALLEGATIONS**

11           174. Throughout the relevant period, Defendant has designed,  
 12           manufactured, distributed, imported, warranted, marketed, advertised, serviced,  
 13           sold, and leased the Class Vehicles. Upon information and belief, Defendant has  
 14           sold, directly or indirectly through dealers and other retail outlets, thousands of  
 15           Class Vehicles in California, New York, Illinois, and nationwide.

16           175. Upon information and belief, Defendant knew or should have known  
 17           that the Vehicles are defective and are not fit for their intended purpose of  
 18           providing consumers with safe and reliable transportation. Nevertheless, Defendant  
 19           failed to disclose the Brake Defect to Plaintiffs and the Class Members at the time  
 20           of purchase or lease and thereafter.

21           176. Under the Transportation Recall Enhancement, Accountability and  
 22           Documentation Act (“TREAD Act”), 49 U.S.C. §§ 30101-30170, and its  
 23           accompanying regulations, when a manufacturer learns that a vehicle contains a  
 24           safety defect, the manufacturer must promptly disclose the defect. 49 U.S.C. §§  
 25           30118(c)(1) & (2). If it is determined that the vehicle is defective, the manufacturer  
 26           must notify vehicle owners, purchasers, and dealers of the defect and must remedy  
 27           the defect. 49 U.S.C. §§ 30118(b)(2)(A) & (B). Upon information and belief,  
 28           Defendant also violated the TREAD Act by failing to timely inform NHTSA of the

1 Brake Defect and allowed the Vehicles to remain on the road with these defects.  
2 These same acts and omissions also violated various state consumer protection  
3 laws as detailed below.

4 177. Defendant has long known that the Class Vehicles have a defective  
5 braking system. Defendant has exclusive access to information about the defects  
6 through its dealerships, pre-release testing data, warranty data, customer complaint  
7 data, and replacement part sales data, among other sources of aggregate  
8 information about the problem. In contrast, the Brake Defect was not known or  
9 reasonably discoverable by Plaintiffs and Class Members prior to purchase and  
10 without experiencing the Brake Defect firsthand.

11 178. Defendant owes a duty to disclose the Brake Defect to Plaintiffs and  
12 Class Members because Defendant has exclusive knowledge or access to material  
13 facts about the Vehicles that are not known or reasonably discoverable by  
14 Plaintiffs and Class Members until the defect has manifested; and because  
15 Defendant has actively concealed the Brake Defect from its customers. Improperly  
16 operating brakes on a vehicle are per se a safety defect.

17 179. The Vehicles come with a New Vehicle Limited Warranty (“NVLW”)  
18 which states that Volkswagen will cover any repairs to correct a manufacturer’s  
19 defect in material or workmanship for 4 years or 50,000 miles, whichever occurs  
20 first.

21 180. The NVLW “covers any repair to correct a defect in manufacturer’s  
22 material or workmanship (i.e., mechanical defects) ... Repairs under this limited  
23 warranty are free of charge. Your Volkswagen dealer will repair the defective part  
24 or replace it with a new or remanufactured Genuine Volkswagen Part.”

25 181. But, as demonstrated by Plaintiffs’ experiences and those of other  
26 Vehicle owners, Volkswagen is unwilling and/or unable to repair or correct the  
27 Brake Defect.  
28

1 182. Volkswagen employees at various levels, at both the dealership and  
2 corporate levels, have acknowledged awareness of the ongoing Brake Defect while  
3 admitting that no repair is available or offered.

4 183. Volkswagen employees have even admitted that they have been  
5 directed to respond to consumer complaints regarding the Brake Defect in such a  
6 way as to avoid addressing, delay diagnosing, prevent recording, or otherwise  
7 obstruct resolution of their concerns.

8 184. Where repairs have been attempted with respect to the Brake Defect  
9 they have been unsuccessful at permanently resolving the concerns, at least those  
10 which simply “repair the defective part or replace it with a new or remanufactured  
11 Genuine Volkswagen Part.”

12 185. If a Class Member sought to correct the Brake Defect by upgrading  
13 their braking system with non-“Genuine Volkswagen Parts” which would  
14 permanently resolve their issues, they put their Vehicle’s NVLW in jeopardy and  
15 would thereby lose its coverage.

16 186. Had Defendant informed Plaintiffs and the Class about the Brake  
17 Defect, Plaintiffs and the Class would not have purchased the Vehicles from  
18 Defendant, but rather would have purchased different vehicles. Defendant  
19 knowingly sold a defective product to Plaintiffs and the Class, without disclosing  
20 such defect, and now refuse to provide an adequate long-term remedy, repair, or  
21 restitution for their actions.

22 187. Defendant’s conduct described herein constitutes an omission of  
23 material fact and a deceptive business practice in violation of statutory and  
24 common law, including those of California, New York, and Illinois.

1           **A. Tolling of the Statute of Limitations**

2                   **i. Discovery Rule Tolling**

3           188. Plaintiffs and Class Members could not have discovered through the  
4 exercise of reasonable diligence that their Class Vehicles were defective within the  
5 time period of any applicable statutes of limitation.

6           189. Among other things, neither Plaintiffs nor the other Class Members  
7 knew or could have known that the Class Vehicles are equipped with braking  
8 systems which are subject to the Brake Defect.

9           190. Further, Plaintiffs and Class Members had no knowledge of the Brake  
10 Defect, and it occurred in a part of the vehicle that was not visible to consumers.  
11 Volkswagen attempted to squelch public recognition of the Brake Defect by  
12 propagating the falsehood that the Squealing, Grinding, Proximity Alert, and  
13 Erratic Function Defects (*see, supra*, ¶¶ 4-10) that drivers of Class Vehicles were  
14 experiencing was “normal.” Accordingly, any applicable statute of limitation is  
15 tolled.

16                   **ii. Fraudulent Concealment Tolling**

17           191. Throughout the time period relevant to this action, Volkswagen  
18 concealed from and failed to disclose to Plaintiffs and the other Class Members  
19 vital information about the Brake Defect described herein.

20           192. Volkswagen kept Plaintiffs and the other Class Members ignorant of  
21 vital information essential to the pursuit of their claims. As a result, neither  
22 Plaintiffs nor the other Class Members could have discovered the Defect, even  
23 upon reasonable exercise of diligence.

24           193. Throughout the Class Period, Volkswagen has been aware that the  
25 braking system it designed, manufactured, and installed in the Class Vehicles  
26 contained the Brake Defect, resulting in loud, distracting, and startling sounds, as  
27 well as unreliable and deficient function, when the brakes were put to regular and  
28 expected use, placing Plaintiffs and other drivers in unsafe situations.

1 194. Despite its knowledge of the Brake Defect, Volkswagen failed to  
2 disclose and concealed, and continues to conceal, this critical information from  
3 Plaintiffs and the other Class Members, even though, at any point in time, it could  
4 have disclosed the Brake Defect through individual correspondence, media release,  
5 a recall, or by other means.

6 195. Plaintiffs and the other Class Members justifiably relied on  
7 Volkswagen to disclose the Brake Defect in the Class Vehicles that they purchased  
8 or leased, because the Brake Defect was hidden and not discoverable through  
9 reasonable efforts by Plaintiffs and the other Class Members.

10 196. Thus, the running of all applicable statutes of limitation have been  
11 suspended with respect to any claims that Plaintiffs and the other Class Members  
12 have sustained as a result of the Brake Defect, by virtue of the fraudulent  
13 concealment doctrine.

14 **iii. Estoppel**

15 197. Volkswagen was under a continuous duty to disclose to Plaintiffs and  
16 the other Class Members the true character, quality, and nature of the unsafe and  
17 defective braking systems.

18 198. Volkswagen knowingly concealed the true nature, quality, and  
19 character of the defective braking systems from consumers.

20 199. Based on the foregoing, Volkswagen is estopped from relying on any  
21 statutes of limitations in defense of this action.

22 **B. CLASS ACTION ALLEGATIONS**

23 200. Plaintiffs bring this lawsuit individually and as a class action on  
24 behalf of all others similarly situated pursuant to Federal Rules of Civil Procedure  
25 23(a), (b)(2), (b)(3). This action satisfies the numerosity, commonality, typicality,  
26 adequacy, predominance, and superiority requirements of Rule 23.

27 **i. Class Definitions**

28 201. The Class is defined as:

1 All persons in the United States and its territories who  
 2 formerly or currently own(ed) or lease(d) one or more  
 3 Class Vehicles.<sup>1</sup>

4 202. The California Subclass is defined as:

5 All current and former owners of Class Vehicles who  
 6 reside, and/or purchased/leased a Class Vehicle, in  
 7 California.

8 203. The New York Subclass is defined as:

9 All current and former owners of Class Vehicles who  
 10 reside, and/or purchased/leased a Class Vehicle, in New  
 11 York.

12 204. The Illinois Subclass is defined as:

13 All current and former owners of Class Vehicles who  
 14 reside, and/or purchased/leased a Class Vehicle, in  
 15 Illinois.

16 205. Excluded from the Class and Subclasses are Defendant and its  
 17 subsidiaries and affiliates, Defendant's executives, board members, legal counsel,  
 18 the judges and all other court personnel to whom this case is assigned, their  
 19 immediate families, and those who purchased Class Vehicles for the purpose of  
 20 resale.

21 206. Plaintiffs reserve the right to amend or modify the Class and Subclass  
 22 definitions.

23 **ii. FRCP 23 Allegations**

24 207. Numerosity: Fed. R. Civ. P. 23(a)(1). The Class is so numerous that  
 25 the joinder of all members is impracticable. While the precise number of Class  
 26 ,

27 \_\_\_\_\_  
 28 <sup>1</sup> Plaintiffs reserve the right to amend or modify their Class and Subclass definitions  
 to include additional model years of Vehicles.



1 Members has yet to be determined, thousands of Class Vehicles have been  
2 purchased or leased nationwide and in each of California, New York, and Illinois.

3 208. Commonality: Fed. R. Civ. P. 23(a)(2) and (b)(3). There are questions  
4 of law and fact common to the Class. These common questions of law and fact  
5 include, without limitation:

- 6 a. Whether the Vehicles and their braking systems are defectively  
7 designed;
- 8 b. Whether the Vehicles and their braking systems are defectively  
9 manufactured;
- 10 c. Whether the Vehicles and their braking systems are suitable for  
11 their intended use;
- 12 d. Whether the Vehicles' propensity to emit loud and high-pitched  
13 sounds (e.g. squeal, squeak, screech) would be considered  
14 material to a reasonable consumer;
- 15 e. Whether the Vehicles' propensity to emit loud sounds of metal-  
16 on-metal grinding or scraping would be considered material to a  
17 reasonable consumer;
- 18 f. Whether the Vehicles' propensity to trigger the proximity alert  
19 sensors, even to the point of engaging the automatic emergency  
20 brake to avoid an imminent impact, despite no object being  
21 nearby, would be considered material to a reasonable consumer;
- 22 g. Whether the Vehicles' propensity to suffer from inconsistent,  
23 decreased, or harsh braking function (e.g. slipping, "squishy,"  
24 "spongy," or "grabby" braking) would be considered material  
25 to a reasonable consumer;
- 26 h. Whether, as a result of Volkswagen's concealment or failure to  
27 disclose material facts, Plaintiffs and Class Members acted to  
28

1 their detriment by purchasing Class Vehicles manufactured by  
2 Volkswagen;

- 3 i. Whether Volkswagen was aware of the Brake Defect;
- 4 j. When Volkswagen became aware of the Vehicles' propensity to  
5 emit loud and distracting sounds, suffer from diminished  
6 braking function, or otherwise experience symptoms related to  
7 the Brake Defect;
- 8 k. Whether the Brake Defect constitutes an unreasonable safety  
9 risk;
- 10 l. Whether Volkswagen breached express and/or implied  
11 warranties with respect to the Class Vehicles;
- 12 m. Whether Volkswagen violated consumer protection laws in  
13 connection with its design, manufacturing, advertising, sale, or  
14 other activities related to the Vehicles and their braking system;
- 15 n. Whether Volkswagen engaged in unfair, unlawful, or deceptive  
16 practices by advertising and selling Vehicles;
- 17 o. Whether Plaintiffs and Class Members are entitled to actual  
18 damages as a result of Volkswagen's wrongful conduct;
- 19 p. Whether Plaintiffs and Class Members are entitled to restitution  
20 as a result of Volkswagen's wrongful conduct;
- 21 q. Whether Volkswagen has a duty to disclose the Brake Defect to  
22 Plaintiffs and Class Members;
- 23 r. When Volkswagen's duty to disclose the Brake Defect to  
24 Plaintiffs and Class Members arose; and
- 25 s. Whether Plaintiffs and Class Members are entitled to equitable  
26 relief, including but not limited to a preliminary and/or  
27 permanent injunction.  
28

1           209. Predominance: Fed. R. Civ. P. 23(b)(3). These common questions  
2 predominate over any individual questions that might arise, including questions  
3 regarding entitlement to and amount of damages. Even if individual questions are  
4 required, answers to the above common questions will advance the litigation for all  
5 parties.

6           210. Typicality: Fed. R. Civ. P. 23(a)(3). Plaintiffs' claims are typical of  
7 those of other Class Members because all purchased or leased Class Vehicles.

8           211. Policies Generally Applicable to the Class: This class action is also  
9 appropriate for certification because Volkswagen has acted or refused to act on  
10 grounds generally applicable to the Class, thereby requiring the Court's imposition  
11 of uniform relief to ensure compatible standards of conduct toward the Class  
12 Members and making final injunctive relief appropriate with respect to the Class as  
13 a whole. Defendant's policies challenged herein apply to and affect Class Members  
14 uniformly and Plaintiffs' challenge of these policies hinges on Defendant's  
15 conduct with respect to the Class as a whole, not on facts or law applicable only to  
16 Plaintiffs.

17           212. Adequate Representation: Fed. R. Civ. P. 23(a)(4). Plaintiffs will  
18 fairly and adequately protect the interests of Class Members. Plaintiffs have  
19 retained attorneys experienced in the prosecution of class actions, including  
20 consumer and product defect class actions, and Plaintiffs intend to prosecute this  
21 action vigorously.

22           213. Superiority: Fed. R. Civ. P. 23(b)(3). Plaintiffs and Class Members  
23 have all suffered and will continue to suffer harm and damages as a result of  
24 Volkswagen's unlawful and wrongful conduct. A class action is superior to other  
25 available methods for the fair and efficient adjudication of the controversy. Absent  
26 a class action, Class Members would likely find the cost of litigating their claims  
27 prohibitively high and would therefore have no effective remedy at law. Because  
28 of the relatively small size of Class Members' individual claims, it is likely that

1 few Class Members could afford to seek legal redress for Volkswagen's  
2 misconduct. Absent a class action, Class Members will continue to incur damages,  
3 and Volkswagen's misconduct will continue without remedy. Class treatment of  
4 common questions of law and fact would also be a superior method to multiple  
5 individual actions or piecemeal litigation in that class treatment will conserve the  
6 resources of the courts and the litigants and will promote consistency and  
7 efficiency of adjudication.

8 214. Volkswagen has acted or refused to act on grounds generally  
9 applicable to the Class and, accordingly, final injunctive or corresponding  
10 declaratory relief with regard to the Class Members as a whole is appropriate under  
11 Rule 23(b)(2) of the Federal Rules of Civil Procedure.

12 215. Likewise, particular issues under Rule 23(c)(4) are appropriate for  
13 certification because such claims present only particular, common issues, the  
14 resolution of which would advance the disposition of this matter and the parties'  
15 interests therein. Such particular issues include, but are not limited to:

- 16 a. Whether the Vehicles and their braking systems are defectively  
17 designed;
- 18 b. Whether the Vehicles and their braking systems are defectively  
19 manufactured;
- 20 c. Whether the Vehicles and their braking systems are suitable for  
21 their intended use;
- 22 d. Whether the Vehicles' propensity to emit loud and high-pitched  
23 sounds (e.g. squeal, squeak, screech) would be considered  
24 material to a reasonable consumer;
- 25 e. Whether the Vehicles' propensity to emit loud sounds of metal-  
26 on-metal grinding or scraping would be considered material to a  
27 reasonable consumer;
- 28

- 1 f. Whether the Vehicles' propensity to suffer from inconsistent,  
2 decreased, or harsh braking function (e.g. slipping, "squishy,"  
3 "spongy," or "grabby" braking) would be considered material  
4 to a reasonable consumer;
- 5 g. Whether, as a result of Volkswagen's concealment or failure to  
6 disclose material facts, Plaintiffs and Class Members acted to  
7 their detriment by purchasing Class Vehicles manufactured by  
8 Volkswagen;
- 9 h. Whether Volkswagen was aware of the Brake Defect;
- 10 i. When Volkswagen became aware of the Vehicles' propensity to  
11 emit loud and distracting Squealing and/or Grinding noises,  
12 triggering the Proximity Alert sensors, as well as Erratic  
13 Function when the Vehicles' brakes are applied, or otherwise  
14 experience symptoms related to the Brake Defect (*see, supra*,  
15 ¶¶ 4-10);
- 16 j. Whether the Brake Defect constitutes an unreasonable safety  
17 risk;
- 18 k. Whether Volkswagen breached express and/or implied  
19 warranties with respect to the Class Vehicles;
- 20 l. Whether Volkswagen violated consumer protection laws in  
21 connection with its design, manufacturing, advertising, sale, or  
22 other activities related to the Class Vehicles;
- 23 m. Whether Volkswagen engaged in unfair, unlawful, or deceptive  
24 practices by advertising and selling Class Vehicles;
- 25 n. Whether Plaintiffs and Class Members are entitled to actual  
26 damages as a result of Volkswagen's wrongful conduct;
- 27 o. Whether Plaintiffs and Class Members are entitled to restitution  
28 as a result of Volkswagen's wrongful conduct;

- p. Whether Volkswagen has a duty to disclose the Brake Defect to Plaintiffs and Class Members;
- q. When Volkswagen's duty to disclose the Brake Defect to Plaintiffs and Class Members arose; and
- r. Whether Plaintiffs and Class Members are entitled to equitable relief, including but not limited to a preliminary and/or permanent injunction.

## **CAUSES OF ACTION**

### **I. BREACH OF EXPRESS WARRANTY**

***U.C.C. § 2-313***

***(Cal. Com. Code § 2313; N.Y. UCC § 2-313; 810 Ill. Comp. Stat. 5/2-313)***

***(Plaintiffs, individually, and on behalf of their respective Subclasses)***

216. Plaintiffs incorporate by reference and re-allege the preceding paragraphs as if fully set forth herein.

217. Plaintiffs bring this cause of action individually and on behalf of their respective Consolidated States Subclasses.

218. Plaintiffs and Class Members are "buyers" within the meaning of each applicable warranty statute.

219. The Class Vehicles are "consumer goods" within the meaning of each applicable warranty statute.

220. Volkswagen is a "manufacturer" and/or "seller" within the meaning of the warranty statutes.

221. Plaintiffs and Class Members bought or leased Volkswagen vehicles equipped with Volkswagen's defective braking system.

222. Volkswagen made express warranties to Plaintiffs and Class Members within the meaning of the warranty statutes.

223. In the course of selling and leasing the Class Vehicles, Volkswagen expressly warranted in writing that the vehicles were covered by certain warranties



1 in Volkswagen's "New Vehicle Limited Warranty" as described herein. This  
2 express warranty states that it "covers any repair to correct a defect in  
3 manufacturer's material or workmanship (i.e., mechanical defects) ... Repairs  
4 under this limited warranty are free of charge. Your Volkswagen dealer will repair  
5 the defective part or replace it with a new or remanufactured Genuine Volkswagen  
6 Part."

7 224. The New Vehicle Limited Warranty as described was made part of the  
8 basis of the bargain when Plaintiffs and Class Members bought or leased the Class  
9 Vehicles.

10 225. Volkswagen breached its express warranties to repair defects in  
11 materials and workmanship of any part supplied by Volkswagen. Volkswagen has  
12 not repaired, and has been unwilling to reasonably repair, the Brake Defect.

13 226. Furthermore, the express warranties to repair defective parts fail in  
14 their essential purpose because the contractual remedy is insufficient to make  
15 Plaintiffs and Class Members whole and because Volkswagen has failed and/or has  
16 refused to adequately provide the promised remedies within a reasonable time.

17 227. Accordingly, recovery by Plaintiffs and the Class is not limited to the  
18 express warranties of repair to parts defective in materials or workmanship, and  
19 Plaintiffs seek all remedies as allowed by law.

20 228. Volkswagen was provided with notice of these issues by numerous  
21 customer complaints regarding the Brake Defect before or within a reasonable  
22 amount of time after the allegations of the Brake Defect became public.

23 229. In addition, the Plaintiffs named in this complaint have provided  
24 Volkswagen with notice of claims they make on behalf of themselves and similarly  
25 situated consumers. Although Volkswagen responded to the notice letter, it  
26 suggested only a possibility of individual resolution rather than Class-wide relief.  
27 Volkswagen's response makes clear that Plaintiffs' efforts for early resolution  
28 were futile.

230. Plaintiffs were not required to notify Volkswagen of its breach and/or were not required to do so because affording Volkswagen a reasonable opportunity to cure any breach of written warranty would have been futile. Volkswagen was also on notice of the Brake Defect from the complaints and service requests it received from Class Members, from repairs and/or replacements of the Vehicles' brakes or a component thereof, and through other internal sources.

231. Plaintiffs and other Class Members are entitled to statutory damages and other legal and equitable relief including, at their election, the purchase price of or a buyback of their Volkswagen vehicles, or the overpayment or diminution in value of their Class Vehicles.

232. Plaintiffs and Class Members are also entitled to costs and reasonable attorneys' fees.

## **II. BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

*U.C.C. § 2-314*

*(Cal. Com. Code § 2314; N.Y. UCC Sec. 2-314; 810 Ill. Comp. Stat. 5/2-314)*

*(Plaintiffs, individually, and on behalf of their respective Consolidated States Subclasses)*

233. Plaintiffs incorporate by reference and realleges the preceding paragraphs as if fully set forth herein.

234. Plaintiffs bring this cause of action individually and on behalf of their respective Subclasses.

235. Volkswagen is and was at all relevant times a merchant with respect to the Class Vehicles.

236. A warranty that the Class Vehicles were in merchantable condition was implied by law in Class Vehicle transactions. ,

237. The Class Vehicles, when sold and at all times thereafter, were not merchantable or fit for the ordinary purpose for which cars are used. Specifically,

1 they are inherently defective and dangerous due to the existence of the Brake  
2 Defect.

3 238. Volkswagen was and/or is in actual or constructive privity with  
4 Plaintiffs and all Class Members.

5 239. Plaintiffs had and continue to have sufficient direct dealings with  
6 Volkswagen and/or its authorized dealers, franchisees, representatives, and agents  
7 to establish any required privity of contract. Volkswagen's authorized dealers,  
8 franchisees, representatives, and agents were not intended to be the ultimate  
9 consumers of the Class Vehicles and have no rights under the warranty agreements  
10 provided with the Class Vehicles. The warranty agreements were designed for and  
11 intended to benefit only the ultimate purchasers and lessees of the Class Vehicles,  
12 *i.e.*, Plaintiffs and Class Members.

13 240. Privity is not required to assert this claim because Plaintiffs and the  
14 Class Members are intended third-party beneficiaries of contracts between  
15 Volkswagen and its dealers, franchisees, representatives, and agents.

16 241. By extending express written warranties to end-user purchasers and  
17 lessees, brought itself into privity with Plaintiffs and all Class Members.

18 242. Pursuant to each respective statute, the Class Vehicles owned or  
19 leased by Plaintiffs Class Members were defectively designed and manufactured  
20 and posed a serious and immediate safety risk to consumers and the public. The  
21 Class Vehicles were subject to an implied warranty of merchantability, did not  
22 comply with the warranty in that they were defective at the time of sale, and as a  
23 proximate result of the Brake Defect the Plaintiffs and Class Members sustained  
24 damages.

25 243. The Class Vehicles left Volkswagen's facilities and control with a  
26 Defect caused by defective design incorporated into the manufacture of the Class  
27 Vehicles. The Defect puts the consumers at a safety risk upon driving the Class  
28 Vehicles. At all times relevant hereto, there was a duty imposed by law which

1 requires that a manufacturer or seller's product be reasonably fit for the ordinary  
2 purposes for which such products are used, and that the product be acceptable in  
3 trade for the product description. This implied warranty of merchantability is part  
4 of the basis of the bargain between Volkswagen, on the one hand, and Plaintiffs  
5 and Class Members, on the other.

6 244. Notwithstanding its duty, at the time of delivery Volkswagen  
7 breached the implied warranty of merchantability in that the Class Vehicles  
8 braking systems were defective and posed a serious safety risk at the time of sale,  
9 would not pass without objection, are not fit for the ordinary purposes for which  
10 such goods are used, and failed to conform to the standard performance of like  
11 products used in the trade.

12 245. Volkswagen has not validly disclaimed, excluded, or modified the  
13 implied warranties or duties described above, and any attempted disclaimer or  
14 exclusion of the implied warranties was and is ineffectual.

15 246. Volkswagen knew, or should have known, that the Class Vehicles  
16 posed a safety risk and contained the Brake Defect, and knew, or should have  
17 known, of these breaches of implied warranties prior to sale or lease of the Class  
18 Vehicles to Plaintiffs and Class Members.

19 247. As a direct and proximate result of Volkswagen's breaches of its  
20 implied warranties, Plaintiffs and Class Members bought the Class Vehicles  
21 without knowledge of the Brake Defect or their serious safety risks and purchased  
22 unsafe products which could not be used for their intended use.

23 248. Plaintiffs and Class Members used the Class Vehicles in a manner  
24 consistent with their intended use and performed each and every duty required  
25 under the terms of the warranties, except as may have been excused or prevented  
26 by the conduct of Volkswagen or by operation of law in light of Volkswagen's  
27 unconscionable conduct.  
28

1           249. Volkswagen had actual knowledge of, and received timely notice  
2 regarding, the Brake Defect at issue in this litigation and, notwithstanding such  
3 notice, failed and refused to offer an effective remedy.

4           250. In addition, Volkswagen received, on information and belief,  
5 numerous consumer complaints and other notices from customers advising of the  
6 Brake Defect associated with the braking systems equipped in the Class Vehicles.

7           251. By virtue of the conduct described herein and through this Complaint,  
8 Volkswagen breached the implied warranty of merchantability.

9           252. As a direct and proximate result of Volkswagen's breaches of its  
10 implied warranties, Plaintiffs and Subclass Members bought the Class Vehicles  
11 without knowledge of the Brake Defect or their serious safety risks and purchased  
12 unsafe products which could not be used for their intended use.

13           253. As a direct and proximate result of Volkswagen's breach of its  
14 implied warranties, Plaintiffs and Subclass Members have suffered economic  
15 damages, including loss attributable to the diminished value of their Class  
16 Vehicles, loss of use of their Class Vehicles and other tangible property, as well as  
17 the monies spent and to be spent to repair and/or replace their brake pads, brake  
18 rotors, or other components of their Vehicles' braking system. Volkswagen was  
19 unjustly enriched by keeping the profits for its unsafe products while never having  
20 to incur the cost of repair, replacement or a recall.

21 **III. VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY**  
22 **ACT FOR BREACH OF EXPRESS WARRANTIES**

23 *(Cal. Civ. Code §§ 1791.2 & 1793.2)*

24 *(California Plaintiffs individually, and on behalf of the California Subclass)*

25           254. Plaintiffs incorporate by reference and re-allege the preceding  
26 paragraphs as if fully set forth herein.

27           255. California Plaintiffs bring this cause of action individually and on  
28 behalf of the California Subclass.

1           256. Plaintiffs and Class Members are “buyers” within the meaning of the  
2 Song-Beverly Consumer Warranty Act (“SBCWA”). Cal. Civ. Code § 1791(b).

3           257. The Class Vehicles are “consumer goods” within the meaning of Cal.  
4 Civ. Code § 1791(a).

5           258. Volkswagen is a “manufacturer” within the meaning of Cal. Civ.  
6 Code § 1791(j).

7           259. Plaintiffs and Class Members bought or leased Volkswagen Class  
8 Vehicles equipped with Volkswagen’s defective braking system.

9           260. Volkswagen made express warranties to Plaintiffs and Class Members  
10 within the meaning of Cal. Civ. Code §§ 1791.2 and 1793.2 as set forth herein.

11           261. Specifically, in the course of selling and leasing the Class Vehicles,  
12 Volkswagen expressly warranted in writing that the vehicles were covered by  
13 certain warranties in Volkswagen’s “New Vehicle Limited Warranty” as described  
14 herein. This express warranty states that it “covers any repair to correct a defect in  
15 manufacturer’s material or workmanship (i.e., mechanical defects) ... Repairs  
16 under this limited warranty are free of charge. Your Volkswagen dealer will repair  
17 the defective part or replace it with a new or remanufactured Genuine Volkswagen  
18 Part.”

19           262. As set forth herein in detail, the Class Vehicles are inherently  
20 defective because they are equipped with Volkswagen’s defective braking system  
21 which emits loud and distracting Squealing and/or Grinding sounds, triggers the  
22 Proximity Alert sensors, as well as Erratic Function , when the Vehicles’ brakes  
23 are applied (*see, supra*, ¶¶ 4-10).

24           263. The Brake Defect jeopardizes the safety of drivers and passengers of  
25 Class Vehicles, and other drivers on the road, and substantially impairs the use,  
26 value, and safety of the Class Vehicles to reasonable consumers like Plaintiffs and  
27 Class Members.



1           264. Plaintiffs delivered the Class Vehicle to Volkswagen or its authorized  
2 repair facility to repair the Brake Defect but Volkswagen failed and continues to  
3 fail to make repairs to Plaintiffs' Class Vehicles under its Warranty.

4           265. The braking system equipped in the Class Vehicles is covered by  
5 Volkswagen's New Vehicle Limited Warranty.

6           266. The New Vehicle Limited Warranty as described was made part of the  
7 basis of the bargain when Plaintiffs and Class Members bought or leased the Class  
8 Vehicles.

9           267. Volkswagen breached its express warranties to repair defects in  
10 materials and workmanship of any part supplied by Volkswagen. Volkswagen has  
11 not repaired, and has been unwilling to reasonably repair, the Brake Defect.

12           268. Furthermore, the express warranties to repair defective parts fail in  
13 their essential purpose because the contractual remedy is insufficient to make  
14 Plaintiffs and Class Members whole and because Volkswagen has failed and/or has  
15 refused to adequately provide the promised remedies within a reasonable time.

16           269. Accordingly, recovery by Plaintiffs and the Class is not limited to the  
17 express warranties of repair to parts defective in materials or workmanship, and  
18 Plaintiffs seek all remedies as allowed by law.

19           270. As a direct and proximate result of Volkswagen's breach of its express  
20 warranties, Plaintiffs and Class Members received goods containing a dangerous  
21 condition that substantially impairs the value of the goods sold to Plaintiffs and  
22 Class Members, and have been damaged in an amount to be determined at trial.

23           271. Pursuant to Cal. Civ. Code. §§ 1793.2 & 1794, Plaintiffs and other  
24 Class Members are entitled to damages and other legal and equitable relief  
25 including, at their election, the purchase price of or a buyback of their Volkswagen  
26 vehicles, or the overpayment or diminution in value of their Class Vehicles.

27           272. Pursuant to Cal. Civ. Code § 1794, Plaintiffs and Class Members are  
28 also entitled to costs and reasonable attorneys' fees.



1 **IV. VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY**  
2 **ACT FOR BREACH OF IMPLIED WARRANTIES**

3 *(Cal. Civ. Code §§ 1791.1 & 1792)*

4 *(California Plaintiffs individually, and on behalf of the California*  
5 *Subclass)*

6 273. Plaintiffs incorporate by reference and re-allege the preceding  
7 paragraphs as if fully set forth herein.

8 274. Plaintiffs bring this cause of action individually and on behalf of the  
9 California Subclass.

10 275. Plaintiffs and California Subclass members are “buyers” within the  
11 meaning of the SBCWA. *See* Cal. Civ. Code § 1791(b).

12 276. The Class Vehicles are “consumer goods” within the meaning of Cal.  
13 Civ. Code § 1791(a).

14 277. Volkswagen is a “manufacturer” within the meaning of Cal. Civ.  
15 Code § 1791(j).

16 278. Volkswagen impliedly warranted to Plaintiffs and the other Class  
17 Members that its Class Vehicles were “merchantable” within the meaning of Cal.  
18 Civ. Code §§ 1791.1(a) & 1792.

19 279. In reality, the Class Vehicles do not possess those qualities that a  
20 buyer would reasonably expect.

21 280. Cal. Civ. Code § 1791.1(a) states: “Implied warranty of  
22 merchantability” or “implied warranty that goods are merchantable” means that the  
23 consumer goods meet each of the following: (1) Pass without objection in the trade  
24 under the contract description. (2) Are fit for the ordinary purposes for which such  
25 goods are used. (3) Are adequately contained, packaged, and labeled. (4) Conform  
26 to the promises or affirmations of fact made on the container or label.

27 281. The Class Vehicles are not suitable for the market, and would not pass  
28 without objection in the automotive industry and market because they are equipped

1 with Volkswagen's defective braking system which emits loud and distracting  
2 Squealing and/or Grinding sounds, triggering the Proximity Alert sensors, as well  
3 as Erratic Function, when the Vehicles' brakes are applied (*see, supra*, ¶¶ 4-10).

4 282. Volkswagen's defective braking system makes the Class Vehicles  
5 unsuitable for safe driving. The Class Vehicles are not in merchantable condition,  
6 and are therefore, not fit for their ordinary purposes.

7 283. Furthermore, Class Vehicles are not adequately labeled because the  
8 labeling fails to disclose the Brake Defect.

9 284. Volkswagen breached the implied warranty of merchantability by  
10 manufacturing and selling Class Vehicles equipped with Volkswagen's defective  
11 braking system. Furthermore, the Brake Defect has caused Plaintiffs and other  
12 Class Members to not receive the benefit of their bargain and have caused Class  
13 Vehicles to depreciate in value.

14 285. The braking systems installed in the Class Vehicles were defective at  
15 the time they left the possession of Volkswagen, as set forth above. The Class  
16 Vehicles, when sold or leased and at all times thereafter, were not in merchantable  
17 condition and not fit for their ordinary purpose of providing safe and reliable  
18 transportation. The Class Vehicles contain an inherent defect in their braking  
19 system and present an undisclosed safety risk to drivers, occupants, and others.  
20 Thus, Volkswagen breached its implied duty of merchantability.

21 286. Defendant cannot disclaim its implied warranties as it knowingly sold  
22 or leased a defective product.

23 287. Volkswagen knew, or should have known, that the Class Vehicles  
24 posed a safety risk and were defective and knew, or should have known, of these  
25 breaches of implied warranties prior to sale or lease of the Class Vehicles to  
26 Plaintiffs and Class Members.

27 288. Plaintiffs and the other Class Members have had sufficient direct  
28 dealings with Volkswagen and/or its authorized dealers, franchisees,

1 representatives, and agents to establish privity of contract between Volkswagen  
2 and Plaintiffs and each of the other Class Members. Volkswagen's authorized  
3 dealers, franchisees, representatives, and agents were not intended to be the  
4 ultimate consumers of the Class Vehicles and have no rights under the warranty  
5 agreements provided with the Class Vehicles. The warranty agreements were  
6 designed for and intended to benefit only the ultimate purchasers and lessees of the  
7 Class Vehicles, i.e., Plaintiffs and Class Members.

8 289. Nonetheless, privity is not required here because Plaintiffs and each of  
9 the other Class Members are intended third-party beneficiaries of contracts  
10 between Volkswagen and its dealers, and specifically, of Volkswagen's implied  
11 warranties. The dealers were not intended to be the ultimate consumers of the  
12 Class Vehicles and have no rights under the warranty agreements provided with  
13 the Class Vehicles; the warranty agreements were designed for and intended to  
14 benefit the consumers only.

15 290. In addition, by extending express written warranties to end-user  
16 purchasers and lessees, Volkswagen brought itself into privity with Plaintiffs and  
17 all Class Members.

18 291. Volkswagen has not validly disclaimed, excluded, or modified the  
19 implied warranties or duties described above, and any attempted disclaimer or  
20 exclusion of the implied warranties was and is ineffectual.

21 292. Plaintiffs and Class Members used the Class Vehicles, its braking  
22 systems, in a manner consistent with their intended use and performed each and  
23 every duty required under the terms of the warranties, except as may have been  
24 excused or prevented by the conduct of Volkswagen or by operation of law in light  
25 of Volkswagen's unconscionable conduct.

26 293. Volkswagen had actual knowledge of and received timely notice of  
27 the Brake Defect at issue in this litigation and, notwithstanding such notice, failed  
28 and refused to offer an effective remedy.

1           294. In addition, Volkswagen received, on information and belief,  
2 numerous consumer complaints and other notices from customers advising of the  
3 Brake Defect associated with the braking systems installed in the Class Vehicles.

4           295. As a direct and proximate result of Volkswagen's breach of the  
5 implied warranty of merchantability, Plaintiffs and the other Class Members  
6 received goods whose defective condition substantially renders them unsafe for  
7 their intended purpose and impairs their value to Plaintiffs and the other Class  
8 Members; Plaintiffs and Class Members have suffered damages and Volkswagen  
9 was unjustly enriched by keeping the profits for its unsafe products while never  
10 having to incur the cost of repair, replacement or a recall.

11           296. Pursuant to Cal. Civ. Code §§ 1791.1(d) and 1794, Plaintiffs and  
12 Class Members are entitled to damages and other legal and equitable relief,  
13 including, at their election, the purchase price of or a buyback of their Class  
14 Vehicles, or the overpayment or diminution in value of their Class Vehicles.

15           297. Pursuant to Cal. Civ. Code § 1794, Plaintiffs and Class Members are  
16 also entitled to costs and reasonable attorneys' fees.

17 **V. VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT**

18 *(Cal. Civ. Code § 1750, et seq.)*

19 *(California Plaintiffs individually, and on behalf of the California*  
20 *Subclass)*

21           298. Plaintiffs incorporate by reference and re-allege the preceding  
22 paragraphs as if fully set forth herein.

23           299. California Plaintiffs bring this cause of action individually and on  
24 behalf of the California Subclass.

25           300. Volkswagen's actions, representations and conduct violated the  
26 CLRA because they extend to transactions that were intended to result and which  
27 have resulted, in the sale or lease of goods to Plaintiffs and Class Members. Cal.  
28 Civ. Code § 1770.

1           301. Defendant is a “person” as defined by Cal. Civ. Code § 1761(c).

2           302. Plaintiffs and California Subclass Members are “consumers” as  
3 defined by Cal. Civ. Code § 1761(d).

4           303. The Class Vehicles are “goods” within the meaning of Cal. Civ. Code  
5 § 1761(a).

6           304. Volkswagen made numerous representations concerning the Class  
7 Vehicles’ specifications that were misleading, including marketing and advertising  
8 the workmanship of Class Vehicles and the nature and extent of Volkswagen's  
9 Warranty.

10          305. Volkswagen also omitted material facts about the Class Vehicles,  
11 namely the Brake Defect.

12          306. In purchasing or leasing Class Vehicles, Plaintiffs and Class Members  
13 were deceived by Volkswagen’s failure to disclose that the Class Vehicles contain  
14 the Brake Defect, resulting in expensive damage for which Volkswagen will not  
15 provide coverage under its express or implied warranties.

16          307. Volkswagen violated the CLRA in at least the following respects:

- 17           a. in violation of § 1770(a)(5), Volkswagen represented that the  
18 Class Vehicles have approval, characteristics, and uses or  
19 benefits which they do not have;
- 20           b. in violation of § 1770(a)(7), Volkswagen represented that the  
21 Class Vehicles are of a particular standard, quality or grade,  
22 when they are of another;
- 23           c. in violation of Section 1770(a)(9), Volkswagen has advertised  
24 the Class Vehicles as safe with the intent not to sell them as  
25 advertised; and
- 26           d. in violation of § 1770(a)(16), Volkswagen represented that the  
27 goods have been supplied in accordance with previous  
28 representations, when they were not.

1           308. Volkswagen violated the CLRA by representing the Class Vehicles  
2 were safe and free of defects when they were not and Defendant knew, or should  
3 have known, that the representations and advertisements were false and  
4 misleading.

5           309. Volkswagen had a duty to disclose the Brake Defect because  
6 Volkswagen had exclusive knowledge of the Brake Defect prior to making sales  
7 and leases of Class Vehicles and because Volkswagen made partial representations  
8 about the quality of Class Vehicles but failed to fully disclose that the Brake  
9 Defect plagues Class Vehicles.

10           310. Specifically, Volkswagen was under a duty to Plaintiffs and Class  
11 Members to disclose the defective nature of the Class Vehicles because:

- 12           a. Volkswagen was in a superior position to know the true state of  
13 facts about the Brake Defect—a defect that can pose a safety  
14 risk—and associated repair costs in the Class Vehicles;
- 15           b. Plaintiffs and Class Members could not reasonably have been  
16 expected to learn or discover that the Class Vehicles have a  
17 defect that affects operability of Class Vehicles and creates  
18 safety concerns until manifestation of the Brake Defect;
- 19           c. Volkswagen knew that Plaintiffs and the Class Members could  
20 not reasonably have been expected to learn or discover the  
21 Brake Defect until manifestation of the Brake Defect; and
- 22           d. Volkswagen made incomplete representations about the safety  
23 and reliability of Class Vehicles generally, while withholding  
24 material facts from Plaintiffs and Class Members that  
25 contradicted these representations.

26           311. The facts concealed or not disclosed by Volkswagen to Plaintiffs and  
27 Class Members are material in that a reasonable consumer would have considered  
28



1 them to be important in deciding whether to purchase or lease Class Vehicles or  
2 pay a lesser price.

3 312. Had Plaintiffs and Class Members known about the defective nature  
4 of the Class Vehicles, they would not have purchased or leased the Class Vehicles,  
5 or they would have paid less.

6 313. A vehicle made by a reputable manufacturer of safe vehicles is worth  
7 more than a comparable vehicle made by a disreputable manufacturer of unsafe  
8 vehicles that conceals defects rather than promptly remedies them.

9 314. Volkswagen has known of the defective braking system since at least  
10 when it began selling Class Vehicles which generated numerous consumer  
11 complaints made to the NHTSA. However, Volkswagen continued to allow  
12 unsuspecting new and used consumers to buy or lease the Class Vehicles and  
13 allowed them to continue driving dangerous vehicles.

14 315. Defendant intended that Plaintiffs and Class Members would, in the  
15 course of their decision to expend monies in purchasing, leasing and/or repairing  
16 Class Vehicles, reasonably rely upon the misrepresentations, misleading  
17 characterizations, warranties and material omissions concerning the quality of the  
18 Class Vehicles and its braking system with respect to materials, workmanship,  
19 design and/or manufacture.

20 316. Plaintiffs and Class Members reasonably relied on Volkswagen's  
21 misrepresentations and omissions in purchasing or leasing Class Vehicles.

22 317. Plaintiffs and Class Members have been damaged as a proximate  
23 result of Defendant's violations of the CLRA and have suffered actual damages as  
24 a direct and proximate result of purchasing or leasing defective Class Vehicles.

25 318. Prior to filing this Complaint, Plaintiffs served notice letters on  
26 Volkswagen, notifying Volkswagen of Plaintiffs' damages and the Brake Defect in  
27 their Class Vehicles, in compliance with Cal. Civ. Code §1782(a). Plaintiffs have  
28



1 made pre-suit attempts to remedy the Brake Defect in their Class Vehicles, to no  
2 avail.

3 319. Under Cal. Civ. Code § 1780(a), Plaintiffs and Class Members seek  
4 actual damages, an order enjoining Volkswagen from further engaging in the  
5 unfair and deceptive acts and practices alleged herein, restitution, attorney's fees  
6 and costs.

7 320. Under Cal. Civ. Code § 1780(b), Plaintiffs and Class Members seek  
8 an additional award against Volkswagen of up to \$5,000 for each Class Member  
9 who qualifies as a "senior citizen" or "disabled person" under the CLRA.  
10 Volkswagen knew or should have known that its conduct was directed to one or  
11 more Class Members who are senior citizens or disabled persons. Volkswagen's  
12 conduct caused one or more of these senior citizens or disabled persons to suffer a  
13 substantial loss of property set aside for retirement or for personal or family care  
14 and maintenance, or assets essential to the health or welfare of the senior citizen or  
15 disabled person. One or more Class Members who are senior citizens or disabled  
16 persons are substantially more vulnerable to Volkswagen's conduct because of age,  
17 poor health or infirmity, impaired understanding, restricted mobility, or disability,  
18 and each of them suffered substantial physical, emotional, or economic damage  
19 resulting from Volkswagen's conduct.

20 321. Pursuant to Cal. Civ. Code § 3345, Plaintiffs and Class Members seek  
21 an award of trebled damages on behalf of all senior citizens and disabled persons  
22 comprising the Class as a result of Volkswagen's conduct alleged herein.

23 322. Pursuant to CLRA Section 1780(a)(4), Plaintiffs and Class Members  
24 also seek punitive damages against Volkswagen because it carried out  
25 reprehensible conduct with willful and conscious disregard of the rights and safety  
26 of others, subjecting Plaintiffs and Class Members to potential cruel and unjust  
27 hardship as a result. *See* Cal. Civ. Code § 1780(a)(4). Volkswagen intentionally  
28 and willfully deceived Plaintiffs on life-or-death matters, and concealed material

1 facts that only Volkswagen knew. Volkswagen's unlawful conduct likewise  
2 constitutes malice, oppression, and fraud warranting exemplary damages under  
3 Cal. Civ. Code § 3294.

4 323. Plaintiffs further seek any other just and proper relief available under  
5 the CLRA.

6 **VI. VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION LAW**

7 *(Cal. Bus. Prof. Code §§ 17200, et seq.)*

8 *(California Plaintiffs individually, and on behalf of the California*  
9 *Subclass)*

10 324. Plaintiffs repeat and re-allege the allegations above as if fully set forth  
11 herein.

12 325. California Plaintiffs bring this claim on behalf of themselves and  
13 California Subclass.

14 326. The UCL broadly prohibits acts of "unfair competition," including  
15 any "unlawful, unfair or fraudulent business act or practice" and "unfair, deceptive,  
16 untrue or misleading advertising." Cal. Bus. & Prof. Code § 17200.

17 327. A business act or practice is "unfair" under the UCL if the reasons,  
18 justifications and motives of the alleged wrongdoer are outweighed by the gravity  
19 of the harm to the alleged victims.

20 328. Volkswagen has engaged in "unfair" business practices and/or acts by  
21 falsely representing the qualities of its express and implied warranties for Class  
22 Vehicles; by misrepresenting the workmanship of its Class Vehicles; by failing to  
23 disclose the Brake Defect to consumers; and by refusing to provide warranty  
24 coverage for the Brake Defect.

25 329. The acts and practices alleged herein are unfair because they caused  
26 Plaintiffs and Class Members, and reasonable consumers like them, to believe that  
27 Volkswagen was offering something of value that did not, in fact, exist.  
28 Volkswagen intended for Plaintiffs and Class Members to rely on its

1 representations. As a result, purchasers and lessees, including Plaintiffs, reasonably  
2 perceived that they were receiving Class Vehicles with certain benefits. This  
3 perception induced reasonable purchasers to purchase or lease Class Vehicles,  
4 which they would not otherwise have done had they known the truth.

5 330. The gravity of the harm to Plaintiffs and Class Members resulting  
6 from these unfair acts and practices outweighs any conceivable reasons,  
7 justifications and/or motives of Volkswagen for engaging in such deceptive acts  
8 and practices. By committing the acts and practices alleged above, Volkswagen  
9 engaged in unfair business practices within the meaning of the UCL.

10 331. A business act or practice is also “fraudulent” under the UCL if it is  
11 likely to deceive members of the consuming public. Volkswagen engaged in a  
12 uniform course of conduct which was intended to, and did in fact, deceive  
13 Plaintiffs and Class Members and induced them into buying Class Vehicles.  
14 Volkswagen’s course of conduct and marketing practices were fraudulent within  
15 the meaning of the UCL because they deceived Plaintiffs, and were likely to  
16 deceive members of the Class, into believing that they were entitled to a benefit  
17 that did not, in fact, exist. Volkswagen’s misrepresentations are likely to deceive  
18 and have deceived the public.

19 332. A business act or practice is also “unlawful” under the UCL if it  
20 violates any other law or regulation. Volkswagen has violated the CLRA, and other  
21 laws as set forth herein.

22 333. Volkswagen has engaged in unfair competition and unfair, unlawful  
23 and fraudulent business practices by the conduct, statements, and omissions  
24 described above, and by knowingly and intentionally concealing from Plaintiffs  
25 and Class Members that the Class Vehicles suffer from the Brake Defect (and the  
26 costs, risks, and diminished value of the Vehicles as a result of this problem).

27 334. Volkswagen should have disclosed the Brake Defect and this  
28 information because Volkswagen was in a superior position to know the true facts

1 related to the Brake Defect, and Plaintiffs and Class Members could not reasonably  
2 be expected to learn or discover the true facts related to the Brake Defect. Plaintiffs  
3 and Class Members relied upon Volkswagen's express representations and  
4 promises, as well as omissions, regarding the workmanship of and the warranties  
5 for the Class Vehicles, believed them to be true, and would not have agreed to  
6 purchase or lease Class Vehicles had they known the truth about the Brake Defect.

7 335. Therefore, the omissions and acts of concealment, fraud, and deceit by  
8 Volkswagen pertained to information that was material to Plaintiffs and the Class  
9 Members, as it would have been to all reasonable consumers.

10 336. Volkswagen had a duty to disclose the Brake Defect because  
11 Volkswagen had exclusive knowledge of the Brake Defect prior to making sales  
12 and leases of Class Vehicles and because Volkswagen made partial representations  
13 about the quality of Class Vehicles, but failed to fully disclose that the Brake  
14 Defect plagues Class Vehicles.

15 337. In failing to disclose that Class Vehicles contain the Brake Defect, the  
16 true nature of the quality and workmanship of Class Vehicles, and suppressing  
17 other material facts from Plaintiffs and Class Members, Volkswagen breached its  
18 duties to disclose these facts, violated the UCL, and caused injuries to Plaintiffs  
19 and Class Members.

20 338. Plaintiffs and Class Members acted reasonably when they relied on  
21 Volkswagen's misrepresentations and omissions in purchasing or leasing Class  
22 Vehicles—reasonably believing these were true and lawful.

23 339. The injuries suffered by Plaintiffs and the Class Members greatly  
24 outweigh any potential countervailing benefit to consumers or to competition, nor  
25 are they injuries that Plaintiffs and the Class Members should have reasonably  
26 avoided.

27 340. Through its fraudulent, unfair, and unlawful acts and practices,  
28 Volkswagen has improperly obtained money from Plaintiffs and the Class.

341. Plaintiffs seek to enjoin further unlawful, unfair and/or fraudulent acts or practices by Volkswagen relating to the Brake Defect in Class Vehicles and from violating the UCL in the future by selling Class Vehicles with the Brake Defect.

342. Plaintiffs and Class Members also seek to obtain restitutionary disgorgement of all monies and revenues generated as a result of such practices, require notice of this dangerous condition be given to the Class, and all other relief allowed under Cal. Bus. & Prof. Code § 17200.

**VII. VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW § 349**

*(N.Y. Gen. Bus. Law § 349)*

*(New York Plaintiffs individually, and on behalf of the New York Subclass)*

343. Plaintiffs incorporate by reference and re-alleges the preceding paragraphs as if fully set forth herein.

344. New York Plaintiffs bring this cause of action individually and on behalf of the New York Subclass.

345. New York's General Business Law § 349 makes unlawful "[d]eceptive acts or practices in the conduct of any business, trade or commerce."

346. By failing to disclose and actively concealing the dangers and risks posed by the Class Vehicles and/or the defective braking system installed in them, Defendants engaged in deceptive acts or practices prohibited by the New York General Business Law § 349, including: (i) representing that its vehicles and their braking system had characteristics, uses, or benefits which they do not have; (ii) advertising its goods with intent not to sell them as advertised; (iii) representing that its vehicles and braking system are of a particular standard, quality, or grade when they are not; (iv) representing that a transaction conferred or involved rights, remedies, or obligations which they do not; and (v) representing that its goods have been supplied in accordance with a previous representation when they have not.

1           347. Defendant's actions as set forth above occurred in the conduct of trade  
2 or commerce.

3           348. In the course of their business, Defendant failed to disclose and  
4 actively concealed the dangers and risks posed by the Class Vehicles and/or the  
5 defective braking system installed in them as described herein and otherwise  
6 engaged in activities with a tendency or capacity to deceive.

7           349. Defendant also engaged in unlawful trade practices by employing  
8 deception, deceptive acts or practices, fraud, misrepresentations, or concealment,  
9 suppression or omission of any material fact with intent that others rely upon such  
10 concealment, suppression or omission, in connection with the sale of the Class  
11 Vehicles and/or the defective braking system installed in them.

12           350. Complaints to the NHTSA, which Volkswagen monitors with respect  
13 to its vehicles, show that drivers were reporting the problem with the Vehicles'  
14 braking systems as early as 2021. Further Volkswagen uses a variety of other  
15 means to track data about how its vehicles are performing after they are sold,  
16 including through tracking complaints, warranty claims, replacement parts data,  
17 and other aggregated data sources.

18           351. Defendant's unfair or deceptive acts or practices, including these  
19 concealments, and omissions of material facts, had a tendency or capacity to  
20 mislead, tended to create a false impression in consumers, were likely to and did in  
21 fact deceive reasonable consumers, including Plaintiff, about the true safety and  
22 reliability of Class Vehicles and/or the defective braking system installed in them,  
23 and the true value of the Class Vehicles.

24           352. Defendant intentionally and knowingly misrepresented material facts  
25 regarding the Class Vehicles and/or the defective braking system installed in them  
26 with an intent to mislead Plaintiffs and Class Members.

27           353. To protect their profits and to avoid remediation costs and a public  
28 relations nightmare, Defendant concealed the dangers and risks posed by the



1 defective braking system installed in the Class Vehicles, and allowed unsuspecting  
2 new and used car purchasers to continue to buy/lease the Class Vehicles, and  
3 allowed them to continue driving dangerous vehicles.

4 354. Defendant owed Plaintiffs and the Class Members a duty to disclose  
5 the true safety and reliability of the Class Vehicles and/or the defective braking  
6 system installed in them because Defendant: (a) possessed exclusive knowledge of  
7 the dangers and risks posed by the foregoing; (b) intentionally concealed the  
8 foregoing from Plaintiffs; and/or (c) made incomplete representations about the  
9 safety and reliability of the foregoing generally, while withholding material facts  
10 from Plaintiffs and Class Members that contradicted these representations.

11 355. Defendant's failure to disclose and active concealment of the dangers  
12 and risks posed by the defective braking system in Class Vehicles were material to  
13 Plaintiffs and Class Members. A vehicle made by a reputable manufacturer of safe  
14 vehicles is worth more than an otherwise comparable vehicle made by a  
15 disreputable manufacturer of unsafe vehicles that conceals defects rather than  
16 promptly remedies them.

17 356. Plaintiffs and the Class Members suffered ascertainable loss caused  
18 by Defendant's misrepresentations and its failure to disclose material information.  
19 Had they been aware of the defective braking system installed in the Class  
20 Vehicles, Plaintiffs and the Class Members either would have paid less for their  
21 vehicles or would not have purchased or leased them at all. Plaintiffs and the Class  
22 Members did not receive the benefit of their bargain as a result of Defendant's  
23 misconduct.

24 357. Defendant's violations present a continuing risk to Plaintiffs, the Class  
25 Members, as well as to the general public. Defendant's unlawful acts and practices  
26 complained of herein affect the public interest.

27 358. Plaintiffs and the other Class Members were injured as a result of  
28 Defendant's conduct in that Plaintiffs and the other Class Members overpaid for



1 their Class Vehicles and did not receive the benefit of their bargain, and their Class  
 2 Vehicles have suffered a diminution in value. These injuries are the direct and  
 3 natural consequence of Volkswagen's misrepresentations and omissions.

4 **VIII. VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW § 350**

5 ***(N.Y. Gen. Bus. Law § 350)***

6 ***(New York Plaintiffs individually, and on behalf of the New York***  
 7 ***Subclass)***

8 359. Plaintiffs reference and reallege the paragraphs above as if fully set  
 9 forth herein.

10 360. New York Plaintiffs bring this cause of action individually and on  
 11 behalf of the New York Subclass.

12 361. New York's General Business Law § 350 makes unlawful "[f]alse  
 13 advertising in the conduct of any business, trade or commerce[.]" False advertising  
 14 includes "advertising, including labeling, of a commodity ... if such advertising is  
 15 misleading in a material respect," taking into account "the extent to which the  
 16 advertising fails to reveal facts material in the light of ...representations [made]  
 17 with respect to the commodity...." N.Y. Gen. Bus. Law § 350-a.

18 362. Volkswagen caused to be made or disseminated through New York,  
 19 through advertising, marketing, and other publications, statements that were untrue  
 20 or misleading, and which were known, or which by the exercise of reasonable care  
 21 should have been known to Volkswagen, to be untrue and misleading to  
 22 consumers, including Plaintiffs and the other Class Members.

23 363. Volkswagen has violated N.Y. Gen. Bus. Law § 350 because the  
 24 misrepresentations and omissions regarding the Class Vehicles and/or the defective  
 25 braking system installed in them, as described above, which was material and  
 26 likely to deceive a reasonable consumer.

27 364. Plaintiffs and the other Class Members have suffered injury, including  
 28 the loss of money or property, as a result of Volkswagen's false advertising. In

1 purchasing or leasing their Class Vehicles, Plaintiffs and the other Class Members  
2 relied on the misrepresentations and/or omissions of Volkswagen with respect to  
3 the safety, quality, functionality, and reliability of the Class Vehicles and/or the  
4 defective braking system installed in them. Volkswagen's representations turned  
5 out to be untrue because the defects described within renders the Class Vehicles  
6 and/or the panoramic braking system installed in them to spontaneously shatter, as  
7 described hereinabove. Had Plaintiffs and the other Class Members known this,  
8 they would not have purchased or leased their Class Vehicles and/or paid as much  
9 for them.

10 365. Accordingly, Plaintiffs and the other Class Members overpaid for  
11 their Class Vehicles and did not receive the benefit of the bargain for their Class  
12 Vehicles, which have also suffered diminution in value.

13 366. Plaintiffs, individually and on behalf of the other Class Members,  
14 request that this Court enter such orders or judgments as may be necessary to  
15 enjoin Volkswagen from continuing their unfair, unlawful and/or deceptive  
16 practices. Plaintiffs and the other Class Members are also entitled to recover their  
17 actual damages or \$500, whichever is greater. Because Volkswagen acted willfully  
18 or knowingly, Plaintiffs and the other Class Members are entitled to recover three  
19 times actual damages, up to \$10,000.

20 **IX. VIOLATIONS OF ILLINOIS CONSUMER FRAUD & DECEPTIVE**  
21 **PRACTICES ACT**

22 *(815 Ill. Comp. Stat. 505/1, et seq.)*

23 *(Illinois Plaintiffs individually, and on behalf of the Illinois Subclass)*

24 367. Plaintiffs incorporate by reference and realleges the preceding  
25 paragraphs as if fully set forth herein.

26 368. Illinois Plaintiffs bring this cause of action individually and on behalf  
27 of the Illinois Subclass.  
28

1           369. Plaintiffs assert a claim under Illinois’s Consumer Fraud and  
 2 Deceptive Business Practices Act (“CFDBPA”), which makes it unlawful to  
 3 engage in “[u]nfair methods of competition and unfair or deceptive acts or  
 4 practices, including but not limited to the use or employment of any deception  
 5 fraud, false pretense, false promise, misrepresentation or the concealment,  
 6 suppression or omission of any material fact, with intent that others rely upon the  
 7 concealment, suppression or omission of such material fact, or the use or  
 8 employment of any practice described in Section 2 of the ‘Uniform Deceptive  
 9 Trade Practices Act’ ... in the conduct of any trade or commerce ... whether any  
 10 person has in fact been misled, deceived or damaged thereby.” 815 ILCS 505/2.<sup>2</sup>

11           370. Volkswagen developed, manufactured, marketed and sold the  
 12 defective Class Vehicles containing the Brake Defective braking systems as  
 13 alleged herein. Volkswagen developed, manufactured, marketed and sold the Class  
 14 Vehicles despite knowledge of the Brake Defect and that the Class Vehicles posed  
 15 a serious safety risk to consumers like Plaintiffs and Subclass members.

16           371. Volkswagen’s actions and omissions in selling and leasing its Class  
 17 Vehicles as safe for the road despite knowing that the Class Vehicles posed a  
 18 serious safety risk to consumers, failing to disclose the Brake Defect and safety  
 19 risks known to Volkswagen but hidden from the consumer, and Volkswagen’s  
 20

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21 <sup>2</sup> Illinois’s CFDBPA states, in relevant part, that “[a] person engages in a deceptive  
 22 trade practice when, in the course of his or her business, vocation, or occupation,  
 the person: ...

23 (2) causes likelihood of confusion or of misunderstanding as to the ... certification  
 24 of goods ...;

25 (5) represents that goods ... have ... characteristics ... uses, [or] benefits ... that  
 they do not have...;

26 (7) represents that goods ... are of a particular standard, quality, or grade ... if they  
 are of another; ...

27 (9) advertises goods or services with intent not to sell them as advertised; ... [or]

28 (12) engages in any other conduct which similarly creates a likelihood of confusion  
 or misunderstanding.” 815 ILCS 510/2(a).

1 knowing concealment of the defective Class Vehicles' unreasonable safety risks,  
2 constitute "deception fraud, false pretense, false promise, [and] misrepresentation"  
3 as well as "concealment, suppression [and] omission of a[] material fact, with  
4 intent that [Plaintiffs and Class Members] rely upon the concealment, suppression  
5 or omission of such material fact" in violation of the CFDBPA. 815 ILCS 505/2.  
6 Volkswagen's unfair and deceptive practices alleged herein also constitute several  
7 practices prohibited by the Uniform Deceptive Trade Practices Act, including  
8 subparts (2), (5), (7), (9), and (12). 815 ILCS 510/2. Volkswagen's practices are  
9 illegal, unfair or deceptive acts or practices in the conduct of trade or commerce  
10 and are inherently deceptive. Volkswagen's practices alleged herein offend public  
11 policy and are immoral, unethical, oppressive, and unscrupulous.

12 372. Volkswagen violated the CFDBPA not only when it sold the Class  
13 Vehicles as safe for use by consumers, but also when it failed to disclose to  
14 Plaintiffs and Subclass members that the Class Vehicles had a Defect that posed a  
15 serious safety risk to consumers and the public, despite Volkswagen's knowledge  
16 that the Class Vehicles posed such a risk to Plaintiffs and Subclass members.

17 373. Volkswagen engaged in deceptive trade practices, in violation of the  
18 CFDBPA, including by creating a likelihood of confusion or misunderstanding as  
19 to the characteristics, quality, uses, benefits, approval, or certification of the Class  
20 Vehicles, using deceptive representations in connection with the Class Vehicles,  
21 representing that the Class Vehicles have approval, characteristics, uses, benefits,  
22 or qualities that they do not have, representing that Class Vehicles meet a  
23 particular standard, quality, or grade when they are not, advertising Class Vehicles  
24 as having certain qualities, uses, and benefits even though Volkswagen intended to  
25 sell them other than as advertise, knowingly making false or misleading statements  
26 of fact concerning the need for parts, replacement, or repair service regarding the  
27 Brake Defect and defective braking systems, and by selling new Class Vehicles  
28

1 without disclosing the Brake Defect which constitutes material damage to a motor  
2 vehicle.

3 374. Volkswagen's deceptive trade practices were designed to induce  
4 Plaintiffs and Subclass members to purchase the Class Vehicles containing the  
5 Brake Defect and to avoid the cost of replacing, repairing or recalling the Class  
6 Vehicles already in use across the United States. Volkswagen's violations of the  
7 CFDBPA were designed to conceal, and Volkswagen failed to disclose, material  
8 facts about the Brake Defect and unreasonable safety risks in the Class Vehicles in  
9 order to induce Plaintiffs and Subclass members to purchase the Class Vehicles  
10 and in order to avoid the business cost of replacing, repairing and/or recalling the  
11 Class Vehicles.

12 375. By engaging in the unfair and deceptive conduct described herein,  
13 Volkswagen actively concealed and failed to disclose material facts about the  
14 defective Class Vehicles.

15 376. The omissions set forth above regarding the Class Vehicles are  
16 omissions of material facts that a reasonable person would have considered  
17 important in deciding whether or not to purchase a Class Vehicle. Indeed, no  
18 reasonable consumer would have knowingly bought or leased a Class Vehicle for  
19 use on the road, or otherwise, if that consumer had known that the product had a  
20 serious Defect that posed a safety risk and that the Brake Defect caused the Class  
21 Vehicles to lose power in the normal course of use.

22 377. Volkswagen's acts were intended to be deceptive and/or fraudulent,  
23 namely to market, distribute and sell the Class Vehicles and to avoid the expense  
24 of replacing, repairing and/or recalling Class Vehicles across the United States.

25 378. Plaintiffs and Subclass members suffered injury in-fact as a direct  
26 result of Volkswagen's violations of the CFDBPA in that they have paid a  
27 premium for Class Vehicles that are equipped with Volkswagen's defective  
28 braking system and that pose an immediate safety risk to consumers and the public.

1 Plaintiffs and Illinois Subclass members did not receive the benefit of the bargain  
2 they made when purchasing or leasing their Class Vehicles.

3 379. Plaintiffs and Illinois Subclass members have also been denied the use  
4 of their Class Vehicles, expended money on replacement and repairs, and suffered  
5 unreasonable diminution in value of their Class Vehicles as a result of  
6 Volkswagen's conduct alleged herein.

7 380. Had Volkswagen disclosed the true quality, nature and defects of the  
8 Class Vehicles, Plaintiffs and Subclass members would not have purchased the  
9 Class Vehicles or would have paid less.

10 381. To this day, Volkswagen continues to violate the CFDBPA by  
11 concealing the defective nature of the Class Vehicles in failing to notify customers,  
12 in failing to issue a recall, and in collecting the profits from costly repairs and  
13 replacements.

14 382. Volkswagen owed Plaintiffs and Subclass Members a duty to disclose  
15 the true safety and reliability of the Class Vehicles and/or the defective braking  
16 system installed in them because Volkswagen: (a) possessed exclusive knowledge  
17 of the dangers and risks posed by the foregoing; (b) intentionally concealed the  
18 foregoing from Plaintiffs and Subclass Members; and/or (c) made incomplete  
19 representations about the safety and reliability of the foregoing generally, while  
20 withholding material facts from Plaintiff and Subclass Members that contradicted  
21 these representations.

22 383. Plaintiffs and Subclass Members reasonably relied on Volkswagen's  
23 misrepresentations and omissions, and expected that the Class Vehicles would not  
24 be equipped with a defective braking system, such that it would render the Class  
25 Vehicles unsafe and not fit for their ordinary use. Further, Plaintiff and Subclass  
26 Members reasonably expected Volkswagen would honor its warranty obligations,  
27 as represented to them at the time they purchased or leased their Class Vehicles.  
28



384. Prior to filing this Complaint, on June 4, 2024, Plaintiffs served demand letters on Volkswagen, notifying Volkswagen of Plaintiffs' damages and the Brake Defect in their Class Vehicles and demanding relief, in compliance with 815 ILCS 505/10a.

385. Plaintiffs and Subclass Members have been damaged by these violations of the CFDBPA. The damages should be trebled, and Plaintiffs and Subclass members should be allowed to recover attorneys' fees pursuant to 815 ILCS 505/10a.

**X. FRAUD/FRAUDULENT CONCEALMENT**

*(Plaintiffs, individually, and on behalf of the Class)*

386. Plaintiffs incorporate by reference and realleges the preceding paragraphs as if fully set forth herein.

387. This claim is brought by Plaintiffs individually and on behalf of Class Members.

388. Volkswagen concealed and suppressed material facts concerning the performance and quality of the Class Vehicles—namely, the Brake Defect—and the quality of the Volkswagen brand. Specifically, Volkswagen knew (or should have known) of the Brake Defect but failed to disclose it prior to or at the time it sold or leased Class Vehicles to consumers. Volkswagen did so to boost sales and leases of Class Vehicles.

389. Plaintiffs and Class Members had no way of knowing that Volkswagen's representations were false and gravely misleading, or that Volkswagen had omitted imperative details. Plaintiffs and Class Members did not, and could not, unravel Volkswagen's deception on their own.

390. Volkswagen had a duty to disclose the true performance of Class Vehicles and the Brake Defect because knowledge thereof and the details related thereto were known and/or accessible only to Volkswagen; Volkswagen had superior knowledge and access to the facts; and knew the facts were not known to,



1 or reasonably discoverable, by Plaintiffs and the Class. Volkswagen also had a  
2 duty to disclose because they made many general affirmative representations about  
3 the qualities of the Class Vehicles.

4 391. On information and belief, Volkswagen still has not made full and  
5 adequate disclosures, and continues to defraud consumers by concealing material  
6 information regarding the Brake Defect and the performance and quality of Class  
7 Vehicles.

8 392. Plaintiffs and the Class were unaware of these omitted material facts  
9 and would not have acted as they did if they had known of the concealed and/or  
10 suppressed facts, in that they would not have purchased or leased the Class  
11 Vehicles. The actions of Plaintiffs and Class Members were justified. Volkswagen  
12 was in exclusive control of the material facts and such facts were not known to the  
13 public, Plaintiff, or Class Members.

14 393. Plaintiffs and Class Members relied upon Volkswagen's  
15 representations and omissions regarding the quality of Class Vehicles and the  
16 Brake Defect in deciding to purchase or lease Class Vehicles.

17 394. Because of the concealment and/or suppression of the facts, Plaintiffs  
18 and the Class sustained damage because they did not receive the value of the price  
19 paid for their Class Vehicles. Plaintiffs and Class Members would have paid less  
20 for Class Vehicles had they known about the Brake Defect, or they would not have  
21 purchased or leased Class Vehicles at all.

22 395. Accordingly, Volkswagen is liable to Plaintiffs and Class Members  
23 for damages in an amount to be proven at trial.

24 396. Volkswagen's actions and omissions were done maliciously,  
25 oppressively, deliberately, with intent to defraud, and in reckless disregard of  
26 Plaintiffs' and the Class's rights and well-being, to enrich Volkswagen.  
27 Defendant's conduct warrants an assessment of punitive damages in an amount  
28

1 sufficient to deter such conduct in the future, which amount is to be determined  
2 according to proof.

3 397. Furthermore, as the intended and expected result of its fraud and  
4 conscious wrongdoing, Volkswagen has profited and benefited from Plaintiffs' and  
5 Class Members' purchase of Class Vehicles containing the Brake Defect.  
6 Volkswagen has voluntarily accepted and retained these profits and benefits with  
7 full knowledge and awareness that, as a result of Volkswagen's misconduct alleged  
8 herein, Plaintiffs and Class Members were not receiving Vehicles of the quality,  
9 nature, fitness, or value that had been represented by Volkswagen, and that a  
10 reasonable consumer would expect.

11 398. Volkswagen has been unjustly enriched by its fraudulent, deceptive,  
12 and otherwise unlawful conduct in connection with the sale and lease of Class  
13 Vehicles and by withholding benefits from Plaintiffs and Class Members at the  
14 expense of these parties. Equity and good conscience militate against permitting  
15 Volkswagen to retain these profits and benefits, and Volkswagen should be  
16 required to make restitution of its ill-gotten gains resulting from the conduct  
17 alleged herein.

#### 18 **REQUESTS FOR RELIEF**

19 399. WHEREFORE, Plaintiffs, individually and on behalf of the other  
20 members of the Class and Subclasses proposed in this Complaint, respectfully  
21 request that the Court enter judgment in their favor and against Volkswagen, as  
22 follows:

- 23 a. Declaring that this action is a proper class action, certifying the  
24 Class as requested herein, designating Plaintiffs as Class and  
25 Subclass Representatives and appointing the undersigned  
26 counsel as Class Counsel; ,

- b. Ordering Volkswagen to pay actual damages (and no less than the statutory minimum damages) and equitable monetary relief to Plaintiffs and the other members of the Class and Subclasses;
- c. Ordering Volkswagen to pay punitive damages, as allowable by law, to Plaintiffs and the other members of the Class and Subclasses;
- d. Ordering Volkswagen to pay statutory damages, as allowable by the statutes asserted herein, to Plaintiffs and the other members of the Class and Subclass;
- e. Awarding injunctive relief as permitted by law or equity, including enjoining Volkswagen from continuing the unlawful practices as set forth herein, and ordering Defendant to engage in a corrective recall campaign;
- f. Ordering Volkswagen to pay attorneys' fees and litigation costs incurred by Plaintiffs for the benefit of the Class and Subclasses;
- g. Ordering Volkswagen to pay both pre- and post-judgement interest on any amounts awarded; and
- h. Ordering such other and further relief as may be just and proper.

#### **DEMAND FOR JURY TRIAL**

400. Plaintiffs, individually and all others similarly situated, hereby demand a trial by jury as to all matters so triable.

1 Dated: October 4, 2024

Respectfully submitted,

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15 *Proposed Class*

16 *\*Pro hac vice forthcoming*