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

BEATRIZ TIJERINA, DAVID  
CONCEPCIÓN, GINA APRILE,  
THERESA GILLESPIE, TALINA  
HENDERSON, DIANA FERRARA,  
LAUREN DALY, SHANE  
MCDONALD, KASEM CUROVIC,  
CHRISTA CALLAHAN, ERICA  
UPSHUR, JOHNNIE MOUTRA, and  
JENNIFER TOLBERT, Individually And  
On Behalf Of Themselves And All Others  
Similarly Situated,

Plaintiffs,

v.

VOLKSWAGEN GROUP OF  
AMERICA, INC. and VOLKSWAGEN  
AKTIENGESELLSCHAFT,

Defendants.

Case No.: \_\_\_\_\_

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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Plaintiffs Beatriz Tijerina, David Concepción, Gina Aprile, Theresa Gillespie, Talina Henderson, Diana Ferrara, Lauren Daly, Shane McDonald, Kasem Curovic, Christa Callahan, Erica Upshur, Johnnie Moutra, and Jennifer Tolbert (collectively, “Plaintiffs”) bring this action against Volkswagen Aktiengesellschaft (“VWAG”) and Volkswagen Group of America, Inc. (“VW America”) (together, “Volkswagen” or “VW” or “Defendants”) based upon personal knowledge as to allegations specifically pertaining to Plaintiffs and, as to all other matters, upon the investigation of counsel.<sup>1</sup>

## **I. INTRODUCTION**

1. Crashes involving seat-structural failures in passenger motor vehicles pose a significant public health and safety threat, particularly to younger children occupying rear seats. Because of this risk, manufacturers of automobiles sold in the United States are required to ensure seating assemblies in these vehicles are secure, both during ordinary operation and in the event of an accident or collision. This action concerns defective latching devices (defined below) that pose a significant safety threat to rear-seated passengers in vehicles manufactured by Defendants.

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<sup>1</sup> Counsel’s investigation includes an analysis of publicly available information, including Defendants’ Technical Service Bulletins, National Highway Traffic Safety Administration documents and consumer complaints. Plaintiffs believe that a reasonable opportunity for discovery will reinforce all these claims.

2. Plaintiffs bring this action individually and on behalf of all persons in the United States who purchased or leased a 2018 through 2021 model Volkswagen Atlas (“Class Vehicles” or the “Atlas”). The Class Vehicles contain a defective Latching Device designed to secure the second-row seats and allowing these seats to fold down to permit passengers to access third-row seats and/or allow greater storage in the rear of the Atlas (the “Latching Device”).<sup>2</sup> Defendants wrongfully and intentionally concealed a defect in the Latching Device of the Class Vehicles.

3. As explained in detail below, the Latching Device in the Atlas fails to properly secure the second-row seats due to a defect in its design (the “Latching Device Defect”). As a result of the Latching Device Defect, during deceleration and/or in an accident or collision, the Latching Device in the Atlas may fail to secure the secure second-row seats, allowing those seats to slam forward. Any rear-seated passenger may be seriously injured upon collision into the front-seats. Being lightweight and typically seated in the second-row seats, infants and younger children are particularly susceptible to harm from the Latching Device Defect. Drivers and occupants of the Atlas are at risk during rear-end collisions, sudden stops, and other accidents due to Defendants’ failure to address or disclose the existence of the Latching Device Defect.

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<sup>2</sup> Bench seats in certain Atlas models have the additional capability of sliding backwards and forwards on a rail mechanism to allow occupants a wider range of legroom.

4. On information and belief, the Latching Device Defect is contained in all Volkswagen Atlas models that have been manufactured since its debut. The Latching Device is designed and manufactured to last the life of a vehicle. As a result of the Defect, the Latching Device may prematurely fail before the end of the useful life of the Atlas and before 280,000 driven miles—the lowest number of miles Defendants recommend for regularly scheduled maintenance in the USA Warranty and Maintenance Schedules (the “Maintenance Schedule”) provided by Defendants for Volkswagen Atlas vehicles.<sup>3</sup> Indeed, given their life expectancy, the Latching Device is omitted from the Maintenance Schedule entirely.

5. Defendants provide warranty coverage for the Class Vehicles under their manufacturer’s warranty. Effective for the 2018 and 2019 model years for the Atlas, the warranty furnishes bumper-to-bumper coverage for six years or 72,000 miles, whichever comes first and is fully transferrable with no loss in coverage (the “6-year/72,000 Warranty”). There is a different warranty for the 2020 and 2021 model Atlas, which covers four years, or 50,000 miles, whichever comes first, on a bumper-to-bumper basis (the “4-year/50,000 Warranty” and together with the 6-year/72,000 Warranty referred to as the “Warranties”). *See* Exhibits C, D.

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<sup>3</sup> *See, e.g.*, Exhibit E (summarizing maintenance schedule and not showing any scheduled maintenance to ensure integrity of the seating systems for the 280,000 miles provided for the Class Vehicles).

6. Under the Warranties provided to members of the Class, Defendants promised to repair or replace defective Class Vehicle components arising from defects in materials and/or workmanship at no cost to owners or lessees of the Class Vehicles. However, Defendants have excluded coverage for the Latching Device Defect under the Warranties because the Defect is one of design. Both the temporal limitations and scope of the warranty are the result of Defendants' unconscionable manipulation of the Warranties to exclude coverage for non-mechanical defects, such as the Latching Device Defect.

7. Knowledge of the Defect was in the exclusive and sole possession of Defendants through pre-production testing, design failure mode analysis, consumer complaints to the National Highway Traffic Safety Association ("NHTSA"), reports to Volkswagen Customer CARE, and by releasing at least one Technical Service Bulletin ("TSB") describing the issue to their exclusive network of dealerships, as well as receiving communications concerning the Defect from these dealerships. In response to at least one of the NHTSA complaints filed about the Latching Device Defect, Volkswagen provided the complainant an investigation case number for reference. Plaintiffs David Concepción, Diana Ferrara, and Lauren Daly similarly contacted their local dealerships regarding the Defect and the dealerships failed to repair and/or replace the Latching Device.

8. Despite Defendants' knowledge of the Latching Device Defect, Defendants have never disclosed to Plaintiffs and members of the Class that the Defect exists or the associated risks to drivers and occupants of the Class Vehicles, and have taken no effort to remediate the defect. Even though the Latching Device should operate normally for the life of the vehicle, on information and belief, Defendants have failed to repair or replace the Latching Device. Thus, Defendants have wrongfully and intentionally transferred the cost of repair or replacement of the Latching Device to Plaintiffs and members of the Class by fraudulently concealing the existence of the Latching Device Defect and by failing to issue recalls or cover the costs under express warranties. The repair cost shall be determined in an expert report following factual discovery.

9. Defendants breached implied warranties through which they are bound to, *inter alia*, (1) provide Class Vehicles fit for the ordinary purpose for which they were sold; and (2) repair and correct any defects, such as the Latching Device Defect. Because the Latching Device Defect was present at the time of sale or lease of the Class Vehicles, Defendants are required to repair or replace the Latching Device under the terms of the implied warranties. The detriment of not utilizing the rear seats for families is substantial and no reasonable consumer expects to be fearful of placing their loved ones in the rear seats.



10. Plaintiffs and members of the Class assert claims against Defendants for violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*, fraud, negligent misrepresentation, unjust enrichment, breach of implied warranties and violations of consumer fraud and unfair and deceptive trade practices statutes under the laws of California, Florida, Kentucky, Massachusetts, Michigan, New Jersey, New York, Pennsylvania, Texas, and Virginia.

11. As a direct result of Defendants' wrongful conduct, Plaintiffs and members of the Class have suffered damages, including, *inter alia*: (1) deprivation of the benefit of their bargain by overpaying for the Class Vehicles at the time of sale or lease; (2) out-of-pocket expenses for repair or replacement of the Latching Device; (3) costs for future repairs or replacements; (4) sale of their Class Vehicle at a loss; and/or (5) diminished value of their Class Vehicles.

## **II. JURISDICTION AND VENUE**

12. This Court has jurisdiction over this action under 28 U.S.C. § 1332(d)(2). The matter in controversy, exclusive of interest and costs, exceeds the sum or value of \$5,000,000 and is a class action in which there are more than 100 members of the Class, members of the Class (as defined below) are citizens of states different from Defendants, and greater than two-thirds of the members of the Class reside in states other than the states in which Defendant is a citizen. This Court has jurisdiction over supplemental state law claims under 20 U.S.C. § 1367 and

jurisdiction over the Magnuson-Moss Warranty Act claim by virtue of diversity jurisdiction being exercised under the Class Action Fairness Act (“CAFA”).

13. This Court has personal jurisdiction over Plaintiffs because Plaintiffs submit to the Court’s jurisdiction. This Court has personal jurisdiction over Defendants under 18 U.S.C. § 1965(d) because VW America is incorporated in New Jersey and so is found, has agents, and transacts substantial business in this district.

14. Venue properly lies in this District pursuant to 28 U.S.C. § 1391(a), (b) and (c) because VW America is incorporated in New Jersey, and Defendants have marketed, advertised, sold, and/or leased the Class Vehicles within this District through numerous dealers doing business in the District. Defendants’ actions have caused harm to hundreds of members of the Class residing in New Jersey, including Plaintiff Erica Upshur who purchased her Class Vehicle in Maple Shade, NJ. VW America maintains the following offices and/or facilities in New Jersey: (1) the “VW/Audi/VCI Eastern Region” location in Woodcliff Lake, New Jersey; (2) the “VW/Audi Test Center” in Allendale, New Jersey; (3) the “Product Liaison Office” in Fort Lee, New Jersey; (4) and the “Parts/Region Distribution Center” in Cranbury, New Jersey.<sup>4</sup> Accordingly, Defendants have sufficient contacts with this District to subject Defendants to personal jurisdiction in the District and venue is proper.

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<sup>4</sup> See *Volkswagen Group of America Locations*, VOLKSWAGEN GROUP OF AMERICA, <http://www.volkswagengroupofamerica.com/locations> (last visited Aug. 4, 2021).

### **III. PARTIES**

#### **PLAINTIFFS**

15. Plaintiff Beatriz Tijerina (“Plaintiff” for purposes of this paragraph) is an individual residing in National City, CA. Plaintiff purchased a new 2018 Volkswagen Atlas equipped with bench seats (for purposes of Plaintiff’s allegations, the “Class Vehicle”) for personal, family, and/or household use on or around November 2017 from Volkswagen of Kearny Mesa in San Diego, CA. At the time, Plaintiff reasonably expected that the seats would be restrained in the ordinary course of operation and in the event of the crash. Plaintiff had no way of knowing the Class Vehicle contained a defective Latching Device that could cause the seats to collapse forward during deceleration. To the contrary, before acquiring the Class Vehicle, Plaintiff viewed or heard commercials and reviews through television, radio, and/or the internet that touted the safety and reliability of the Class Vehicle. Defendants concealed the existence of the Latching Device Defect from Plaintiff and consumers. Plaintiff would not have purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material information about the defective Latching Device and as a result, the value of Plaintiff’s Class Vehicle has diminished.

16. Plaintiff David Concepción (“Plaintiff” for purposes of this paragraph) is an individual residing in Kensington, CA. Plaintiff purchased a new 2018

Volkswagen Atlas equipped with captain's seats (for purposes of Plaintiff's allegations, the "Class Vehicle") for personal, family, and/or household use on or around August 2018 from Diritto Brothers Walnut Creek Volkswagen in Walnut Creek, CA. At the time, Plaintiff reasonably expected that the seats would be restrained in the ordinary course of operation and in the event of the crash. Plaintiff had no way of knowing the Class Vehicle contained a defective Latching Device that could cause the seats to collapse forward during deceleration. To the contrary, before acquiring the Class Vehicle, Plaintiff viewed or heard commercials and reviews through television, radio, and/or the internet that touted the safety and reliability of the Class Vehicle. Defendants concealed the existence of the Latching Device Defect from Plaintiff and consumers. Plaintiff would not have purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material information about the defective Latching Device and as a result, the value of Plaintiff's Class Vehicle has diminished.

17. Plaintiff Gina Aprile ("Plaintiff" for purposes of this paragraph) is an individual residing in North Point, FL. Plaintiff purchased a used 2018 Volkswagen Atlas equipped with bench seats (for purposes of Plaintiff's allegations, the "Class Vehicle") for personal, family, and/or household use on or around November 2020 from Norm Reeves Volkswagen Superstore in Port Charlotte, FL. At the time, Plaintiff reasonably expected that the seats would be restrained in the ordinary

course of operation and in the event of the crash. Plaintiff had no way of knowing the Class Vehicle contained a defective Latching Device that could cause the seats to collapse forward during deceleration. To the contrary, before acquiring the Class Vehicle, Plaintiff viewed or heard commercials and reviews through television, radio, and/or the internet that touted the safety and reliability of the Class Vehicle. Defendants concealed the existence of the Latching Device Defect from Plaintiff and consumers. Plaintiff would not have purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material information about the defective Latching Device and as a result, the value of Plaintiff's Class Vehicle has diminished.

18. Plaintiff Theresa Gillespie ("Plaintiff" for purposes of this paragraph) is an individual residing in Pensacola, FL. Plaintiff purchased a new 2021 Volkswagen Atlas equipped with bench seats (for purposes of Plaintiff's allegations, the "Class Vehicle") for personal, family, and/or household use on or around July 2020 from Pete Moore Imports in Pensacola, FL. At the time, Plaintiff reasonably expected that the seats would be restrained in the ordinary course of operation and in the event of the crash. Plaintiff had no way of knowing the Class Vehicle contained a defective Latching Device that could cause the seats to collapse forward during deceleration. To the contrary, before acquiring the Class Vehicle, Plaintiff viewed or heard commercials and reviews through television, radio, and/or the

internet that touted the safety and reliability of the Class Vehicle. Defendants concealed the existence of the Latching Device Defect from Plaintiff and consumers. Plaintiff would not have purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material information about the defective Latching Device and as a result, the value of Plaintiff's Class Vehicle has diminished.

19. Plaintiff Talina Henderson ("Plaintiff" for purposes of this paragraph) is an individual residing in Lexington, KY. Plaintiff purchased a new 2021 Volkswagen Atlas equipped with captain's seats (for purposes of Plaintiff's allegations, the "Class Vehicle") for personal, family, and/or household use on or around September 2020 from Don Jacobs Volkswagen in Lexington, KY. At the time, Plaintiff reasonably expected that the seats would be restrained in the ordinary course of operation and in the event of the crash. Plaintiff had no way of knowing the Class Vehicle contained a defective Latching Device that could cause the seats to collapse forward during deceleration. To the contrary, before acquiring the Class Vehicle, Plaintiff viewed or heard commercials and reviews through television, radio, and/or the internet that touted the safety and reliability of the Class Vehicle. Defendants concealed the existence of the Latching Device Defect from Plaintiff and consumers. Plaintiff would not have purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material information about the

defective Latching Device and as a result, the value of Plaintiff's Class Vehicle has diminished.

20. Plaintiff Diana Ferrara ("Plaintiff" for purposes of this paragraph) is an individual residing in Hyde Park, MA. Plaintiff purchased a new 2018 Volkswagen Atlas equipped with bench seats (for purposes of Plaintiff's allegations, the "Class Vehicle") for personal, family, and/or household use on or around October 2017 from Quirk Volkswagen in Braintree, MA. At the time, Plaintiff reasonably expected that the seats would be restrained in the ordinary course of operation and in the event of the crash. Plaintiff had no way of knowing the Class Vehicle contained a defective Latching Device that could cause the seats to collapse forward during deceleration. To the contrary, before acquiring the Class Vehicle, Plaintiff viewed or heard commercials and reviews through television, radio, and/or the internet that touted the safety and reliability of the Class Vehicle. Defendants concealed the existence of the Latching Device Defect from Plaintiff and consumers. Plaintiff would not have purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material information about the defective Latching Device and as a result, the value of Plaintiff's Class Vehicle has diminished.

21. Plaintiff Lauren Daly ("Plaintiff" for purposes of this paragraph) is an individual residing in Brockton, MA. Plaintiff purchased a new 2021 Volkswagen Atlas equipped with captain's seats (for purposes of Plaintiff's allegations, the

“Class Vehicle”) for personal, family, and/or household use on or around May 2021 from Mastria Volkswagen in Raynham, MA. At the time, Plaintiff reasonably expected that the seats would be restrained in the ordinary course of operation and in the event of the crash. Plaintiff had no way of knowing the Class Vehicle contained a defective Latching Device that could cause the seats to collapse forward during deceleration. To the contrary, before acquiring the Class Vehicle, Plaintiff viewed or heard commercials and reviews through television, radio, and/or the internet that touted the safety and reliability of the Class Vehicle. Defendants concealed the existence of the Latching Device Defect from Plaintiff and consumers. Plaintiff would not have purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material information about the defective Latching Device and as a result, the value of Plaintiff’s Class Vehicle has diminished.

22. Plaintiff Shane McDonald (“Plaintiff” for purposes of this paragraph) is an individual residing in Belding, MI. Plaintiff purchased a new 2018 Volkswagen Atlas equipped with bench seats (for purposes of Plaintiff’s allegations, the “Class Vehicle”) for personal, family, and/or household use on or around April 2018 from Gezon Motors in Grand Rapids, MI. At the time, Plaintiff reasonably expected that the seats would be restrained in the ordinary course of operation and in the event of the crash. Plaintiff had no way of knowing the Class Vehicle contained a defective Latching Device that could cause the seats to collapse forward during deceleration.



To the contrary, before acquiring the Class Vehicle, Plaintiff viewed or heard commercials and reviews through television, radio, and/or the internet that touted the safety and reliability of the Class Vehicle. Defendants concealed the existence of the Latching Device Defect from Plaintiff and consumers. Plaintiff would not have purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material information about the defective Latching Device and as a result, the value of Plaintiff's Class Vehicle has diminished.

23. Plaintiff Kasem Curovic ("Plaintiff" for purposes of this paragraph) is an individual residing in Staten Island, NY. Plaintiff leased a 2021 Volkswagen Atlas equipped with bench seats (for purposes of Plaintiff's allegations, the "Class Vehicle") for personal, family, and/or household use on or around September 2020 from Island Volkswagen in Staten Island, NY. At the time, Plaintiff reasonably expected that the seats would be restrained in the ordinary course of operation and in the event of the crash. Plaintiff had no way of knowing the Class Vehicle contained a defective Latching Device that could cause the seats to collapse forward during deceleration. To the contrary, before acquiring the Class Vehicle, Plaintiff viewed or heard commercials and reviews through television, radio, and/or the internet that touted the safety and reliability of the Class Vehicle. Defendants concealed the existence of the Latching Device Defect from Plaintiff and consumers. Plaintiff would not have leased the Class Vehicle, or would have paid less for his

lease, if Defendants did not conceal material information about the defective Latching Device.

24. Plaintiff Christa Callahan (“Plaintiff” for purposes of this paragraph) is an individual residing in Coatesville, PA. Plaintiff purchased a new 2018 Volkswagen Atlas equipped with captain’s seats (for purposes of Plaintiff’s allegations, the “Class Vehicle”) for personal, family, and/or household use on or around August 2018 from Jeff D’ambrosio Volkswagen in Downingtown, PA. At the time, Plaintiff reasonably expected that the seats would be restrained in the ordinary course of operation and in the event of the crash. Plaintiff had no way of knowing the Class Vehicle contained a defective Latching Device that could cause the seats to collapse forward during deceleration. To the contrary, before acquiring the Class Vehicle, Plaintiff viewed or heard commercials and reviews through television, radio, and/or the internet that touted the safety and reliability of the Class Vehicle. Defendants concealed the existence of the Latching Device Defect from Plaintiff and consumers. Plaintiff would not have purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material information about the defective Latching Device and as a result, the value of Plaintiff’s Class Vehicle has diminished.

25. Plaintiff Erica Upshur (“Plaintiff” for purposes of this paragraph) is an individual residing in Philadelphia, PA. Plaintiff purchased a used 2018 Volkswagen

Atlas equipped with bench seats (for purposes of Plaintiff's allegations, the "Class Vehicle") for personal, family, and/or household use on or around July 2019 from CarMax in Maple Shade, NJ. At the time, Plaintiff reasonably expected that the seats would be restrained in the ordinary course of operation and in the event of the crash. Plaintiff had no way of knowing the Class Vehicle contained a defective Latching Device that could cause the seats to collapse forward during deceleration. To the contrary, before acquiring the Class Vehicle, Plaintiff viewed or heard commercials and reviews through television, radio, and/or the internet that touted the safety and reliability of the Class Vehicle. Defendants concealed the existence of the Latching Device Defect from Plaintiff and consumers. Plaintiff would not have purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material information about the defective Latching Device and as a result, the value of Plaintiff's Class Vehicle has diminished.

26. Plaintiff Johnnie Moutra ("Plaintiff" for purposes of this paragraph) is an individual residing in Missouri City, TX. Plaintiff purchased a new 2019 Volkswagen Atlas equipped with captain's seats (for purposes of Plaintiff's allegations, the "Class Vehicle") for personal, family, and/or household use on or around March 2019 from Momentum Volkswagen in Houston, TX. At the time, Plaintiff reasonably expected that the seats would be restrained in the ordinary course of operation and in the event of the crash. Plaintiff had no way of knowing

the Class Vehicle contained a defective Latching Device that could cause the seats to collapse forward during deceleration. To the contrary, before acquiring the Class Vehicle, Plaintiff viewed or heard commercials and reviews through television, radio, and/or the internet that touted the safety and reliability of the Class Vehicle. Defendants concealed the existence of the Latching Device Defect from Plaintiff and consumers. Plaintiff would not have purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material information about the defective Latching Device and as a result, the value of Plaintiff's Class Vehicle has diminished.

27. Plaintiff Jennifer Tolbert ("Plaintiff" for purposes of this paragraph) is an individual residing in Dumfries, VA. Plaintiff purchased a new 2020 Volkswagen Atlas equipped with bench seats (for purposes of Plaintiff's allegations, the "Class Vehicle") for personal, family, and/or household use on or around November 2020 from Sheehy Volkswagen in Springfield, VA. At the time, Plaintiff reasonably expected that the seats would be restrained in the ordinary course of operation and in the event of the crash. Plaintiff had no way of knowing the Class Vehicle contained a defective Latching Device that could cause the seats to collapse forward during deceleration. To the contrary, before acquiring the Class Vehicle, Plaintiff viewed or heard commercials and reviews through television, radio, and/or the internet that touted the safety and reliability of the Class Vehicle. Defendants

concealed the existence of the Latching Device Defect from Plaintiff and consumers. Plaintiff would not have purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material information about the defective Latching Device and as a result, the value of Plaintiff's Class Vehicle has diminished.

### **DEFENDANTS**

28. Defendant VWAG is a German corporation with its principal place of business in Wolfsburg, Germany. VWAG is one of the largest automobile manufacturers in the world and is in the business of designing, developing, manufacturing, and selling automobiles. VWAG is the parent corporation of VW America.

29. Defendant VW America is a New Jersey corporation doing business throughout the United States. VW America's corporate headquarters is located in Herndon, Virginia. VW America is a wholly-owned U.S. subsidiary of VWAG, and it engages in business activities in furtherance of the interests of VWAG, including the advertising, marketing and sale of VW automobiles nationwide.

30. At all relevant times, VW America acted as an authorized agent, representative, servant, employee and/or alter ego of VWAG while performing activities including but not limited to advertising, warranties, warranty repairs, dissemination of technical information, and monitoring the performance of VW

vehicles in the United States, including substantial activities that occurred within this jurisdiction.

31. At all times relevant to this action, Defendants manufactured, distributed, sold, leased, and warranted the Class Vehicles under the VW brand name throughout the United States. Defendants and/or their agents designed, manufactured, and/or installed the Latching Device in the Class Vehicles. Defendants and/or their agents also developed and disseminated the owner's manuals and warranty booklets, USA Warranty and Maintenance Schedules, advertisements, other promotional materials relating to the Class Vehicles, and all materials that were available at the point of sale.

#### IV. FACTUAL ALLEGATIONS

A. **The Atlas Is Manufactured In the United States and Marketed As A Safe, Family-Ready Vehicle.**

32. Defendants manufacture vehicles sold under the VW brand throughout the United States. Defendants designed, manufactured, distributed, marketed, and/or sold the Class Vehicles in the United States. Defendants also provide service and maintenance for the Class Vehicles through their extensive network of authorized dealers and service providers nationwide.

33. The Atlas is the first American-made sport-utility vehicle ("SUV") by Volkswagen, manufactured alongside the VW Passat at Volkswagen's Chattanooga Assembly Plant in Chattanooga, Tennessee. The Chattanooga Assembly Plant has

faced significant obstacles, as establishing a new production facility requires a great deal of time, money, and land. Several years ago, sales of the midsize Passat sedan made at the plant fell as consumer tastes shifted to trucks and SUVs. In addition, a pair of rough-and-tumble union elections at the factory spurred political and labor battles, and Volkswagen's diesel emission scandal hurt the brand and its sales in the U.S. In 2016, to increase profitability, Volkswagen announced it would ramp up assembly at the plant to develop the Atlas at the factory, and sharply boost its employee headcount.

34. On October 28, 2016, Volkswagen introduced the 2018 Volkswagen Atlas at AutoMobility L.A. Volkswagen and demonstrated the three-row crossover's interior—by filling the back seats, including the third-row, with five basketball players, such as former Los Angeles Lakers player Kareem Abdul-Jabbar, who stands at over 7 feet tall. Attendees who got close and personal with the Atlas were asked to comment on its interior space. James Burch, Volkswagen of America Product Manager for Atlas and Touareg, says that the Atlas is “a true seven-seater with a real third row,” and that he, being 6.7 feet-tall, fits comfortably in there.

35. Since the announcement of the Atlas lineup, Volkswagen has understood that safety is material to consumers. Thus, Volkswagen has promoted the Vehicle as ‘family-ready’ with a suite of safety features “designed to draw attention in the crowded family SUV segment,” including third-row seating and

access.<sup>5</sup> Volkswagen’s focus on safety and family has been a core focus for its marketing and advertising campaigns. Volkswagen continues to market the Atlas as a safe, family-ready vehicle, as stated on Volkswagen’s website: “Safety is a core value to us. And while we can’t predict everything you might encounter, we can and do spend long hours trying to help you prepare for it.”<sup>6</sup> The Atlas is Volkswagen’s “designated family-hauler,” so Defendants ensured that the third row is easily accessible and promoted this feature in its marketing campaign.

36. Volkswagen’s target market is American families. Commercials for the Atlas show families coming together, such as in a ninety-second advert promoting the 2018 Volkswagen Atlas that follows the story of a widow and her family reacting to her deceased husband’s last will for them to travel America together.<sup>7</sup>

37. In order to appeal to its target market, Volkswagen has touted the safety of the Class Vehicle alongside the additional seating capacity features that contain the Latching Device Defect. In a marketing brochure for the 2018 Volkswagen Atlas, Volkswagen claims that “[it] never forget[s] that the most important things in an Atlas are you and your family. Helping you feel safe and helping you stay safe is a

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<sup>5</sup> Press Release, Volkswagen of America, Inc., 2018 Volkswagen Atlas: the family-sized SUV built in America (April 2, 2017), <https://media.vw.com/en-us/releases/857/>.

<sup>6</sup> See VOLKSWAGEN GROUP OF AMERICA, INC., <https://www.vw.com/en/models/atlas> (last accessed July 28, 2021).

<sup>7</sup> Daily Commercials, *Volkswagen: Atlas – America – Full Version* (May 9, 2017), <https://dailycommercials.com/volkswagen-atlas-america-full-version/>.





families, and promoted and advertised the rear seats as safe and spacious. Thus, the failure to disclose the Latching Device Defect is all the more egregious.

39. In contrast to Volkswagen's marketing campaign, the Class Vehicles are equipped with second-row seats containing the Latching Device that may fail at any time, creating a safety risk. Defendants knew or should have known of the Defect but failed to rectify it.

**B. Volkswagen Used A Dangerous and Defective Latching Device In The Atlas.**

40. Generally, in certain automotive seating configurations, it may be desirable for one or more of the interior occupant seating assemblies to be selectively decouplable. For example, in multi-passenger vehicles, such as vans or SUVs, second-row seating may be selectively decoupled from the vehicle only at one end such that it may articulate away from the vehicle floor and provide easier ingress/egress to/from the third row of seating. Vehicle structure, seat design, cost-savings, and maintenance considerations, among others, influence how a manufacturer designs this seating assembly.

41. To provide for the selective decoupling, the occupant seating assembly may include a latching device configured to engage and/or couple with a rigid portion of the vehicle. For example, the latching device may be configured to selectively interconnect with a rod-like striker that may be integrated into the floor of the vehicle. In one embodiment, the striker may be provided beneath the surface

of the vehicle floor, such as within a well-like channel. When engaged, the latching device may be configured to grasp the striker in a manner that generally prevents the seating assembly from being lifted or separated from the vehicle. To protect occupants from decoupling during deceleration and in the event of an accident or collision, latching devices are designed to last for the duration of the useful life of the vehicle and undergo extensive pre-production testing.

42. SUVs and other vehicles accommodating multiple rows of seats are becoming increasingly popular. While providing a vehicle with multiple rows of seating maximizes the number of occupants that can be transported by the vehicle, such additional rows of seating provide challenges to vehicle manufacturers, as access to rear seat assemblies such as second or third-row seat assemblies is often obstructed by front or other intermediate seat assemblies. Thereby creating additional challenges during the manufacturing and design of the vehicle.

43. The Volkswagen Atlas has two different models of seats: bench seats and captain's chairs in the second row, depicted below.



44. The Latching Device fails upon deceleration, which is especially dangerous in the event of any accident or collision. When the Latching Device fails, the seating assembly is decoupled from the rigid portion of the Atlas that secures the seats for occupants. The Latching Device Defect manifests in all models of the Atlas.

45. Based on Defendants' representations in the USA Warranty and Maintenance schedules provided with the Class Vehicles, a Latching Device is intended and reasonably expected to last for the useful life of the Class Vehicles and at least 280,000 miles without the need for inspection, repair or replacement. According to the Class Vehicles' maintenance schedules, the Latching Device in the Class Vehicles is expected to last beyond the warranty periods and should not require maintenance during the useful life of the vehicle. *See* Exhibit E. Thus, the failure of the Latching Device in the Class Vehicles occurs prematurely and before any reasonable consumer would expect the failure to occur.

46. No reasonable consumer expects to be deprived of the beneficial use of their vehicle and/or pay out-of-pocket expenses to repair a necessary part that should last for the useful life of the vehicle. As a direct result of Defendants' wrongful conduct, Plaintiffs and members of the Class have been or will be forced to pay to replace or repair the Latching Device and/or have overpaid for their Class Vehicles.

47. As detailed herein, Plaintiffs and members of the Class suffered deprivation of the benefit of their bargain at the time of sale or lease, diminished

market value, and other damages related to their purchase or lease of the Class Vehicles as a direct result of Defendants' material misrepresentations and omissions regarding the standard, quality or grade of the Class Vehicles and/or the existence of the Latching Device Defect. The fact that the Latching Device is defective is material to Plaintiffs and members of the Class because it subjects Plaintiffs and members of the Class to overpayment, unexpected costs of repair or replacement, and because the sudden failure of the Latching Device presents a risk of injury and/or death to drivers and passengers of the Class Vehicles.

**C. Volkswagen Knew About the Latching Device Defect But Has Failed To Correct The Defect.**

48. Defendants fraudulently, intentionally, negligently and/or recklessly concealed from Plaintiffs and members of the Class the Defect in the Class Vehicles even though Defendants knew or should have known of design defects in Class Vehicles if Defendants had adequately tested the Latching Devices in the vehicles.

49. Knowledge and information regarding the Latching Device Defect was in the exclusive and superior possession of Defendants and their dealers. That information was not provided to Plaintiffs and members of the Class. Based on pre-production testing, pre-production design failure mode analysis, production design failure mode analysis, early consumer complaints made to Defendants' network of exclusive dealers, a consumer complaints to dealers and the National Highway Traffic Safety Administration ("NHTSA"), and testing performed in response to

consumer complaints, *inter alia*, Defendants were aware (or should have been aware) of the Latching Device Defect in the Class Vehicles and fraudulently concealed the Defect and safety risk from Plaintiffs and members of the Class. Defendants knew, or should have known, that the Latching Device Defect was material to owners and lessees of the Class Vehicles and was not known or reasonably discoverable by Plaintiffs and members of the Class before they purchased or leased Class Vehicles.

50. Defendants had actual knowledge of the Latching Device Defect shortly after production of the Class Vehicles commenced. Defendants engaged in extensive field research and quality investigations and analysis. In addition, Defendants have and continue to be under a legal obligation under federal law to monitor defects that can cause a safety issue and report them within five (5) days of learning of them. Defendants therefore assiduously monitor the NHTSA-ODI website and the complaints filed therein to comply with their reporting obligations under federal law.

51. Defendants knew that any defect potentially leading to seating assembly failure, such as the Latching Device Defect, presents a serious safety risk. Numerous dangerous conditions occur when the rear-seats are suddenly decoupled; including that rear-seated passengers may be propelled into the front seats. Thus, drivers and occupants are at risk during accidents or collisions.

52. Notwithstanding Defendants' exclusive and superior knowledge of the Latching Device Defect, Defendants failed to disclose the Defect to consumers at the time of purchase or lease of the Class Vehicles (or any time thereafter) and continued to sell Class Vehicles containing the Defect through and including the 2021 model year. Defendants have intentionally concealed that Latching Device Defect and that the Latching Device may fail and presents a safety risk rather than disclosing the Defect and risk to consumers, including Plaintiffs, members of the Class, and the public.

**1. National Highway Traffic Safety Administration Complaints**

53. Defendants know about the Defect due to consumer complaints such as those made to the NHTSA, which Defendants monitor as part of a continuous obligation to identify potential defects in their vehicles.<sup>10</sup>

54. Despite these complaints, Defendants have yet to issue a recall or even inform owners and lessees of the Latching Device Defect and its safety risk. Defendants' deceptive acts, misrepresentations and/or omissions regarding the Latching Device Defect create a safety risk for drivers and occupants of the Class

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<sup>10</sup> NHTSA-ODI does not share complainants' personal information with the general public. A complaint is added to a public NHTSA database only after NHTSA removes all information from complaint fields that personally identify a complainant. NHTSA-ODI complaints are made by individuals who must identify themselves, enter detailed contact information and vehicle information (including an accurate VIN) before the complaints are reviewed and analyzed by NHTSA. There are penalties for submitting false statements.

Vehicles and members of the public who may be involved in accidents with Class Vehicles that experience a Latching Device failure while they are being driven. When the Latching Device fails, the occupants in the rear seats may be propelled forward when coming to a stop while driving, increasing the risk of injury to occupants. The reasonable expectation that the Class Vehicles are safe and reliable to drive (and ride in) is and was material to Plaintiffs and members of the Class at all relevant times.

55. Defendants also knew about the Latching Device Defect through monitoring NHTSA complaints identifying the Latching Device Defect, which were posted before Plaintiffs purchased or leased their Atlas:

NHTSA ID Number: 11092491  
Incident Date: March 18, 2018  
Consumer Location: Little Rock, AR  
VIN: 1V2DR2CA0JC\*\*\*\*

The 2nd row does not lock easily. Upon sudden brake, the seat came loose and slammed into the back of the front seat. ***Nobody was sitting there at the time but if my child was in a child seat, she would have been injured very easily.***<sup>11</sup>

.....  
NHTSA ID Number: 11138872  
Incident Date: October 5, 2018  
Consumer Location: San Bruno, CA  
VIN: 1V2LR2CA0JC\*\*\*\*

We purchased our VW Atlas on August 24, 2018. Since then, we have experienced two occasions where the second row seat has hinged

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<sup>11</sup> All emphasis added. Complaints available at: <https://www.nhtsa.gov/vehicle/>.



forward while occupied by our seven year old daughter in her car seat with the car was in motion. In both cases it has been the second row seat on the right. In both instances, our daughter was thrown forward into the back of the passenger's seat with significant force when the vehicle was moving down hill at a slow speed toward a stop sign. ***Had the vehicle been moving faster and come to an abrupt stop it seems likely that severe injury and possible death could have occurred instantly to her.*** We feel that the pop up indicator located on the top of the seat is an inadequate means to inform the driver that the seat is not properly secured to the floor. We missed this very important indicator on two occasions now. When we purchased the car and went through all notifications on the car with the salesperson, this was not brought to our attention. At minimum, this very technical vehicle should alert the driver before driving (similar to the seatbelt notification) with both an oral and visual alert that the seat is not properly secured to prevent this from happening to other owners or users of the vehicle. ***It has been a terrifying experience for our daughter who is trapped against the passenger seat until the driver can stop the car and move the seat back. She no longer wants to sit in that seat. This certainly seems like a possibly life-threatening issue to validate a safety recall. We hope that action is taken to keep all passengers safe.***

.....

NHTSA ID Number:	11141524
Incident Date:	October 18, 2018
Consumer Location:	Alexandria, VA
VIN:	1V2NR2CA1JC****

We have a front facing childseat installed in the 2nd row passenger captain seat and a rear facing infant child seat in the passenger side third row. This configuration is necessary because the infant seat has a bracing bar that is difficult to raise and lower prohibiting the chair from angling forward for climbing in and out of the third row. However, we have learned on 2 separate occasions, within the first moments of driving/accelerating, that the 2nd row car seat may spring forward forceably, smashing the face and body of our restrained 4 yr old child into the back of the front passenger seat. The seat is too heavy and locks in the forward position, making it impossible to push back, trapping the child until an adult is able to exit the vehicle and pull the seat back from the outside. The seat initially appears to be locked in the correct place,

or is at least stable enough for the child to climb into her seat, buckle in, and the trip to begin. At some point thereafter the seat propels forward. We are unclear whether the latch fails or is not sufficiently engaged. ***The incidents have been extremely scary, and has resulted in a bloody lip, and abrasions and contusions to our child's face. In these situations, until we are able to safely respond, we are only able to see our child's terrified eyes and hear her crying. We are extremely concerned about the potential for other head and neck injuries as the seat rockets forward extremely fast and with significant force.*** We are unsure what would happen in the event we switched her spot with an infant seat instead.

.....

NHTSA ID Number: 11143677  
Incident Date: October 23, 2018  
Consumer Location: Pasadena, CA  
VIN: 1V2FR2CA6JC\*\*\*\*

After owning an Atlas for about 2 weeks, I picked up my 2 year old and put him in his forward-facing car seat in the 2nd row. As I started to slow down as we approached a red light (normal stop - not a hard brake by any means), the seat that my 2 year old was sitting in slammed forward into the back of the front passenger seat. ***With my child screaming and crying, I quickly put the vehicle into park and turned around to push his seat back into the normal position. My child had a minor abrasion on his forehead but fortunately, the head protection on either side of his head took the brunt of the impact.*** The captains chair must have not been locked into place. After investigating further, I found that I really have to make an effort to get these seats to lock into place. Simply pushing these seats into place will not lock them (I kind of have to slam them back to get them to lock). In my opinion, these seats should lock into place much easier. ***I could easily see many children sustaining injuries (or worse) in this vehicle due to this flaw.***

.....

NHTSA ID Number: 11181108  
Incident Date: February 19, 2019  
Consumer Location: Steamboat Springs, CO  
VIN: 1V2URCA6KC5\*\*\*\*

While driving and coming to a slow stop at a stop sign. The middle row right side seat disengaged *while child and car seat in the seat and flung forward and into the back of the front passenger seat.*

.....

NHTSA ID Number: 11254801  
Incident Date: June 1, 2019  
Consumer Location: Falls Church, VA  
VIN: 1V2MR2CA8JC\*\*\*\*

The contact owns a 2018 Volkswagen Atlas. While driving various speeds and depressing the brake pedal, the middle row seats violently shifted forward while occupied. The contact also mentioned that the failure occurred while the seats were not occupied. The vehicle was not taken to a dealer or independent mechanic for diagnostic testing or repairs. The manufacturer was made aware of the failure and the contact was provided a case number. The failure mileage was 11,000.

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NHTSA ID Number: 11338887  
Incident Date: July 12, 2020  
Consumer Location: Bensenville, IL  
VIN: BR3CA1MC\*\*\*\*

Rear passenger seat belts can become caught in over-shoulder seat release lever (affects all rear seats, except middle bench seat). This can prevent seat belts from retracting properly. This happens frequently when middle row seats are returned to seating position from fold-down position. This slightly has the potential to cause t to be seat to release while the vehicle is in motion.

.....

NHTSA ID Number: 11341214  
Incident Date: July 23, 2020  
Consumer Location: Chattanooga, TN  
VIN: 1V2XR2CA2KC\*\*\*\*

When lowering the third row seats of the atlas the seats slam down and forward with great force. When parked today, I was lowering the seats and the seat lowered with such force the my foot was mashed and pinned immediately a large knot appeared. I plan to have an x-ray of the foot tomorrow. ***My immediate thought was the damage that could have been done to a smaller child.***

.....

NHTSA ID Number: 11395002  
Incident Date: February 4, 2021  
Consumer Location: Irvine, CA  
VIN: 1V2NR2CA8JC\*\*\*\*

My 6-year-old son was in the middle left seat, I pulled the car out of garage and drove up to the intersection next to my home and applied gentle break. His seat came all the way in the front and his nose hit the driver seat. This is the third time it has happened that seat was not properly locked. After it happened second time, we have been careful to check the seat before we start driving. We heard the click sound indicating that the seat was properly locked. ***It's been a terrifying experience for the young one. I'm also attaching the picture of his bruised nose.***

.....

NHTSA ID Number: 11423061  
Incident Date: May 13, 2021  
Consumer Location: Allentown, PA  
VIN: 1V2SR2CA4MC\*\*\*\*

We have a 2021 Volkswagen Atlas with captain's chairs in the 2nd row. Our 4 year old was riding in a forward-facing car seat installed with lower anchors + tether strap in the 2nd row driver's side and a friend's 8 year old was riding in the 3rd row driver's side in a backless booster. I was in the front passenger seat and my husband was driving. While my husband was braking, the 8 year old lifted up on the 3rd row access lever, located on the upper left side of the 2nd row driver's side captain's chair. The 2nd row captain's chair lifted up, slid forward, and SLAMMED my 4 year old son into the driver's seat. The 8 year old immediately panicked, which caused me to turn around. ***My 4 year old***

*was not making any noise - almost certainly because his nose and mouth were pressed tightly into the back of the driver's seat, preventing him from making a sound. While in the front passenger seat, I tried to push the captain's chair back into place - but it was way too heavy.* Luckily, we were on a road where my husband was able to quickly pull over and jump out to put the captain's chair back into place. As soon as my husband started to move the captain's chair away from the driver's seat, my 4 year old started screaming. After this incident, our 4 year old showed us that while buckled into his forward-facing car seat in the 3rd row of the Atlas he was able to use his foot to lift up on the 3rd row access lever, causing the captain's chair to slam into the back of the front seat exactly as happened when the 8 year old lifted the lever during our trip.

56. Defendants monitored and saw the above quoted consumer complaints for three reasons:

- a. First, pursuant to the Transportation Recall Enhancement, Accountability, and Documentation Act (the "TREAD Act"), 49 U.S.C. § 30118, manufacturers are required to monitor reports submitted to NHTSA and report information regarding internal customer complaints and warranty claims to NHTSA, and federal law imposes criminal penalties against manufacturers who fail to disclose known safety defects.
- b. Second, car manufacturers like Defendants know that NHTSA is a repository for complaints, and as such can provide an early warning mechanism for responding to design or manufacturing defects that pose a safety hazard. Hence, as courts have found, it is entirely reasonable to

assume that car manufacturers closely monitor and analyze complaints made to NHTSA—particularly when it entails safety hazard.

- c. Third, online reputation management (commonly called “ORM” for short) is now a standard business practice among most major companies and entails monitoring consumer forums, social media, and other sources on the internet where consumers can review or comment on products. “Specifically, [online] reputation management involves the monitoring of the reputation of an individual or a brand on the internet, addressing content which is potentially damaging to it, and using customer feedback to try to solve problems before they damage the individual’s or brand’s reputation.”<sup>12</sup> The growth of the internet and social media and the advent of reputation management companies have led to ORM becoming an integral part of many companies’ marketing efforts. Defendants regularly monitored NHTSA in connection with its ORM activities because candid comments from Volkswagen owners provide valuable data regarding quality control issues and customer satisfaction. Defendants, therefore, would have learned about the

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<sup>12</sup> Moryt Milo, *Great Businesses Lean Forward, Respond Fast*, SILICON VALLEY BUSINESS JOURNAL (September 5, 2013), <http://www.bizjournals.com/sanjose/print-edition/2013/05/17/great-businesses-lean-forward-respond.html>

numerous complaints filed with NHTSA starting as early as March 2018.

57. Online, consumers have similarly complained of the Latching Device Defect.<sup>13</sup>

## 2. Technical Service Bulletins and Technical Tips

58. Due to their exclusive and superior knowledge regarding the Latching Device Defect, Defendants released at least one TSB describing the issue to their exclusive network of dealerships beginning on or around February 21, 2019.

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<sup>13</sup> See e.g., VW Atlas Forum, *Atlas 2nd row lever issue, if it is dangerous?*, <https://www.vwatlasforum.com/threads/atlas-2nd-row-lever-issue-if-it-is-dangerous.3233/> (last accessed Jun 16, 2021) (“I reported this to my dealer and to NHSTA! The little red button was not popped up and my toddler was in a forward facing car seat. Came to a stop and was slammed into the front seat chocked and crying! I called the dealer right away [Greeley Volkswagen, located in Greeley, CO] and they were not concerned.”); (“Hi! I just had this happen on my brand new 2021 and it was HORRIFYING. I only had the car for two weeks and the exact same thing happened, My child was slammed into the driver seat and his captain's chair locked, trapping him. I don't want the car back and I filed a claim. Can you tell me what the outcome of your situation was?”); (“This has happened three times now in my 2021 Teramont (what the Atlas is called in the Middle East). It happened today. I could have sworn I had clicked the seat down properly as I'm very conscious of it now, but apparently I hadn't (or my other child on the third row had released the latch and won't admit to it). I was driving, lightly tapped the brake and my 3 year old daughter in front facing car seat was flung forward into the rear of the front passenger seat and now has a bruise on her forehead, pic attached. I had to quickly stop the car which almost caused a car behind me to go into the back of me. This is extremely dangerous, I'm going to contact VW about it and if they don't reply I'll go to their social media. As someone mentioned it is horrifying to see happen and you can't help the poor child until you've stopped the car, jumped out and ran around to their side to get the door open and the seat back into position.”).

59. On or around February 21, 2019, Volkswagen released a TSB informing dealerships to contact the Volkswagen hotline before attempting repair based on the following report: customer states 2<sup>nd</sup> row seat rattles while driving (TSB-10158537). *See* Exhibit F. Plaintiffs and members of the Class were never provided with copies of or information about this TSB. Further, the TSB was not directly communicated to consumers. Defendants failed to disclose the Defect to owners and lessees of the Class Vehicles, including Plaintiffs and members of the Class, and, instead, intentionally concealed the Defect.

60. The TSB, along with pre-production testing, pre-production design failure mode and analysis data, production design failure mode and analysis data, early consumer complaints made to Defendants' network of exclusive dealers and the NHTSA, and testing performed in response to consumer complaints, evidence that since as early as 2018, Defendants have had exclusive and superior knowledge about the Latching Device Defect. Defendants gained their knowledge of the Defect through sources unavailable to Plaintiffs and members of the Class.

**3. Prior Recall of the 2018 Volkswagen Atlas and National Attention on Mounting Seat-Structural Injuries.**

61. Volkswagen's failure to remedy the Latching Device Defect is all the worse in the face of the mounting injuries and deaths because of national attention on the harms caused by poor seat structural design. During an investigation into seat-structural safety, CBS News identified more than 100 people, mostly children, who



were severely injured or killed in alleged seatback failures over the past 30 years.<sup>14</sup> The number is likely higher: In 2016, then-NHTSA administrator Mark Rosekind acknowledged that such crashes were not closely tracked.<sup>15</sup> As a result of the Latching Device Defect, and as with seat structural failures generally, the resulting injury is typically to the rear passenger.

62. Moreover, following the Volkswagen emissions scandal, Volkswagen worked to strengthen its compliance program under a plea agreement with U.S. authorities, Kurt Michels, Volkswagen's chief compliance officer, said in an interview. Under Volkswagen's compliance program, Volkswagen monitors defects and consumer complaints and works to ensure compliance. As a result, Volkswagen was aware of the issues arising from seat assembly failures. Yet Volkswagen failed to take remedial action.

63. Nor is this even the first instance that the Atlas has faced issues with the integrity of its seats. On June 29, 2018, Volkswagen initiated a recall of 54,537 of its 2018 Atlas vehicles because wide child car-seat bases were interfering with and damaging seat-belt buckles in the second row, causing the belts to release

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<sup>14</sup> See Exhibit G, Megan Towey, "No excuse": Safety Experts Say This Car Defect Puts Kids in Danger, CBS NEWS (March 10, 2016), <https://www.cbsnews.com/news/seat-back-failures-injuries-deaths-auto-safety-experts-demand-nhtsa-action/>.

<sup>15</sup> *Id.*

unexpectedly.<sup>16</sup> According to Emily Thomas, Ph.D., an automotive safety engineer at Consumer Reports, Inc., the problem likely had to do with the Atlas rear-seat design.<sup>17</sup>

64. In almost every recall scenario, some type of internal investigation will be necessary, and in many cases, multiple investigations involving global enforcement entities and stakeholders are increasingly common. From the initial reporting and root cause determination to follow-on regulatory inquiries, a company can find itself involved in several over-lapping and cascading investigations. When conducting its investigation, Volkswagen either did or should have discovered the Latching Device Defect involving the rear seats.

65. Simply put, Defendants' knowledge of the Latching Device Defect stemmed from customer complaints, monitoring of the performance of Class Vehicles by VW America quality assurance employees, national attention alerting manufacturers to these issues, and prior investigations of prior recalls. Defendants elected to place into the stream of commerce Class Vehicles that they knew would suffer from the failure to design the Latching Device adequately.

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<sup>16</sup> See Exhibit H, Keith Barry, *2018 Volkswagen Atlas Recalled for Car Seat Issue*, CONSUMER REPORTS (June 19, 2018), <https://www.consumerreports.org/car-recalls-defects/vw-recalls-atlas-suvs-for-child-car-seat-issue/>.

<sup>17</sup> *Id.*

**D. Despite Its Knowledge, Volkswagen Misrepresented And Concealed Important Information About the Latching Device Defect and Class Vehicle Safety.**

66. Defendants failed to inform Class Vehicle owners and lessees at the point of sale and before purchase or lease of the Class Vehicles that the Latching Device was defective and would not be replaced in the event of failure. Defendants misrepresented by affirmative conduct and/or by omission and/or fraudulent concealment the existence of the Latching Device Defect in the Class Vehicles.

67. By early 2018, Defendants knew that Class Vehicles were experiencing seating assembly failures due to the Latching Device Defect. Despite this knowledge, Defendants continued to sell Class Vehicles with the Defect. This knowledge is imputed to all Defendants because VW America monitored Class Vehicle performance in the United States and reported to its affiliated and parent companies in Germany and the United States.

68. Plaintiffs David Concepción, Diana Ferrara, and Lauren Daly reported the Defect and representatives of VW America failed to repair and/or replace the Latching Device.

69. Defendants refused to fully reimburse or compensate the above-mentioned Plaintiffs for vehicle repair expenses or provide a suitable substitute or replacement vehicles.

70. Despite actual and constructive knowledge of the Latching Device Defect as described in this complaint, Defendants failed to cure the Latching Device Defect and breached the terms of the express warranty.

71. Through no fault of their own, Plaintiffs and members of the Class did not possess sufficient technical expertise to recognize symptoms of the Latching Device Defect. This information, however, was well known to Defendants, but not revealed.

72. Plaintiffs and members of the Class relied on material misrepresentations, fraudulent statements and/or material omissions of employees and agents of Defendants at the time of purchase or lease, including, but not limited to, the useful and expected life of Class Vehicles and the recommended Class Vehicle maintenance program.

73. Defendants actively concealed the true reasonably expected duration of the Latching Device, from Plaintiffs and all Class Vehicle purchasers and lessees. Defendants intentionally failed to inform Class Vehicle purchasers and lessees that Class Vehicles incorporated a Latching Device Defect that would cause the Latching Device to fail.

74. Defendants actively and fraudulently concealed the existence of the Latching Device Defect including in, *inter alia*, the owner's manual accompanying Class Vehicles.

75. Plaintiffs and members of the Class did not learn that their respective Class Vehicles were defectively designed until after their Latching Device failed.

76. Defendants had actual knowledge, constructive knowledge and/or should have known upon proper inquiry and testing that Class Vehicles were defective with respect to their Latching Device, suffered from the Latching Device Defect during the implied warranty period, and did not have a normal and/or reasonable useful life before sales of Class Vehicles commenced in the United States. This information was technical, proprietary, and not known by the ordinary consumer or the public, including Plaintiffs and members of the Class. Plaintiffs and members of the Class were ignorant of this technical information through no fault of their own.

77. Additional information supporting allegations of fraud and fraudulent conduct is in the control of Defendants. This information includes but is not limited to communications with Class Vehicle owners, remedial measures, and internal corporate communications concerning how to deal with consumers who claim their Latching Device was defective.

78. Material information fraudulently concealed and/or actively suppressed by Defendants includes but is not limited to the Latching Device Defect described in the preceding paragraphs.

79. Defendants continuously and affirmatively concealed the actual characteristics of Class Vehicles from Plaintiffs and other purchasers and lessees. Defendants breached their affirmative duty of disclosure to Class Vehicle owners and lessees.

80. Defendants breached implied warranties and actively and affirmatively misrepresented, fraudulently concealed, and suppressed the existence of the Latching Device Defect in Class Vehicles and omissions in accompanying owner's manual and USA Warranty and Maintenance pamphlet.

81. The warranties accompanying Class Vehicles were procedurally and substantively unconscionable under the Uniform Commercial Code § 2-302 and other applicable state warranty laws because of the disparity in bargaining power of the parties, the purchasers' lack of knowledge that Class Vehicles were defective, the inability of Class Vehicle purchasers to bargain with Defendants to increase coverage of the warranties, their lack of knowledge, their lack of meaningful alternatives, disparity in sophistication of the parties, unfair terms in the warranty (including, but not limited to, exclusion of design defects that unfairly favored Defendants particularly where there were Class Vehicle defects known only to Defendants and the warranty unfairly shifted repair costs to consumers when the Defect manifests in the Class Vehicles during their reasonably expected life), absence of effective warranty competition, and the fact that Class Vehicles fail with

substantially fewer miles of operation than competitive vehicles from other manufacturers or models much like the Class Vehicles without the Latching Device Defect.

82. The bargaining position of Defendants for the sale of Class Vehicles was grossly disproportionate and vastly superior to that of individual vehicle purchasers and lessees, including Plaintiffs and members of the Class. This is because Defendants knew of the Defect in the Class Vehicles.

83. Defendants included unfair contractual provisions concerning the length and coverage of the express warranty when they knew that Class Vehicles were inherently defective and dangerous and had been inadequately tested.

84. Defendants unconscionably sold and leased defective Class Vehicles to Plaintiffs and members of the Class without informing these purchasers and lessees that the Class Vehicles were defective.

85. Defendants' conduct renders the vehicle purchase and/or lease contract so one-sided as to be unconscionable under the circumstances existing at the formation of the vehicle purchase contract.

86. Defendants engaged in unconscionable fraudulent commercial practices, attempted to conceal the Latching Device Defect. Defendants are engaged in a continuing fraud concerning the true underlying cause of Class Vehicle failures.

87. Defendants fraudulently omitted to disclose material facts basic to both the purchase and warranty service concerning Class Vehicles, including information related to the Latching Device Defect, to deceive purchasers and lessees as described in this complaint. At the time of purchase or lease, Defendants fraudulently omitted to disclose material matters regarding the Defect in Class Vehicles, including its impact on future repairs, costs, and vehicle reliability. Defendants fraudulently concealed from Plaintiffs and members of the Defect in Class Vehicles even though Defendants knew or should have known that information concerning the Latch Device Defect was material and central to the marketing, sale, and lease of Class Vehicles to prospective purchasers and lessees, including Plaintiffs and members of the Class.

88. Material information was fraudulently concealed and/or actively suppressed to sell or lease Class Vehicles to uninformed consumers (including Plaintiffs and members of the Class) premised on affirmations and representations as described in this complaint.

89. If Plaintiffs and members of the Class had been informed of the Defect in their Class Vehicles, they would not have purchased or leased their respective Class Vehicles or paid substantially less. If Plaintiffs and members of the Class had learned of the Defect in their respective Class Vehicles and the attendant ramifications of their respective vehicle's diminution in value, future cost of repairs,



durability and care, they would not have purchased or leased the Class Vehicles since each class member believed they were purchasing or leasing vehicles without major defects and were not fully informed of true characteristics and attributes of Class Vehicles. Defendants' conduct that violated the consumer fraud statutes alleged below deprived Plaintiffs and members of the Class of that remedy.

90. Material information concerning Class Vehicles was concealed and/or actively suppressed to protect Defendants' corporate profits from loss of sales, purchase refunds, warranty repairs, adverse publicity, and limit brand disparagement. Purchasers believed they were obtaining vehicles with different attributes than described and purchased or leased and were accordingly deprived of economic value and paid a price premium for their Class Vehicles. Defendants had a uniform policy of not properly disclosing Class Vehicle defects to promote sales and increase profits as described in this complaint.

91. As a proximate and direct result of Defendants' unfair and deceptive trade practices, Plaintiffs and members of the Class purchased or leased Class Vehicles and sustained an ascertainable loss, including, but not limited to, financial harm as described in this complaint.

## **V. CLASS ACTION ALLEGATIONS**

### **A. The Class Definition**

92. The “Class Vehicles” include all Volkswagen Atlas vehicles in the United States that contain the Latching Device Defect that were manufactured, sold, distributed, or leased by Defendants and purchased or leased by Plaintiffs or a Class member after January 1, 2017.

93. The proposed Nationwide Class includes all persons and entities that purchased or leased a Class Vehicle in the United States, including its territories. Plaintiffs also propose separate State Sub-Classes for California, Florida, Kentucky, Massachusetts, Michigan, New Jersey, New York, Pennsylvania, Texas, and Virginia, each of which includes all persons and entities that purchased or leased a Class Vehicle in that state.

94. Excluded from the Classes are:

- a. Defendants’ officers, directors and employees; Defendants’ affiliates and affiliates’ officers, directors, and employees; Defendants’ distributors and distributors’ officers, directors, and employees; and
- b. Judicial officers and their immediate family members and associated court staff assigned to this case.

95. Plaintiffs reserve the right to amend the Class definitions if discovery and further investigation reveal that any Class should be expanded, reduced, divided into additional Sub-Classes under Rule 23(c)(5), or otherwise modified.

**B. Numerosity: Federal Rule of Civil Procedure 23(a)(1)**

96. The members of the Classes are so numerous and geographically dispersed that individual joinder of all Class members is impracticable. There are hundreds of thousands of Class Vehicles and Class members nationwide. The precise number and identities of Nationwide Class and State Class members may be ascertained from Defendants' records and motor vehicle regulatory data. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods.

**C. Commonality and Predominance: Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3)**

97. This action involves common questions of law and fact, which predominate over any questions affecting individual Class members. These include, without limitation, the following:

- a. Whether the Class Vehicles' Latching Device is defective, as described above;
- b. Whether Defendants knew, or should have known, about the Latching Device Defect, and, if so, when they knew or should have known about it;

- c. Whether Defendants had a duty to disclose the defective nature of the Class Vehicles to Plaintiffs and Class members;
- d. Whether Defendants' concealment of the Latching Device Defect caused Plaintiffs and Class members to act to their detriment by purchasing or leasing the Class Vehicles;
- e. Whether Defendants' representations concerning vehicle safety were misleading considering the risk that the Latching Device will not secure the second-row seats during deceleration and/or during an accident or collision;
- f. Whether Defendants' conduct tolls any or all applicable limitations periods by acts of fraudulent concealment, application of the discovery rule, or equitable estoppel;
- g. Whether Defendants misrepresented that the Class Vehicles were safe;
- h. Whether the Defendants concealed that Latching Device Defect;
- i. Whether Defendants' statements, concealments, and omissions regarding the Class Vehicles were material, in that a reasonable consumer could consider them essential in purchasing, selling, maintaining, or operating such vehicles;

- j. Whether Defendants engaged in unfair, deceptive, unlawful and/or fraudulent acts or practices, in trade or commerce, by failing to disclose that the Class Vehicles were designed, manufactured, and sold with defective seat structural components;
- k. Whether the Class Vehicles were unfit for the ordinary purposes for which they were used, in violation of the implied warranty of merchantability;
- l. Whether Defendants' concealment of the true defective nature of the Class Vehicles caused their market price to incorporate a premium reflecting the assumption by consumers that the Class Vehicles were equipped with fully functional passenger safety systems and, if so, the market value of that premium; and
- m. Whether Plaintiffs and the other Class members are entitled to damages and other monetary relief and, if so, in what amount.

**D. Typicality: Federal Rule of Civil Procedure 23(a)(3)**

98. Plaintiffs' claims are typical of the Class members' claims whom they seek to represent under Fed. R. Civ. P. 23(a)(3), because Plaintiffs and each Class member purchased or leased a Class Vehicle and were comparably injured through Defendants' wrongful conduct as described above. Plaintiffs and the other Class members suffered damages as a direct proximate result of the same wrongful

practices by Defendants. Plaintiffs' claims arise from the same practices and courses of conduct that give rise to the claims of the other Class members. Plaintiffs' claims are based on the same legal theories as the claims of the other Class members.

**E. Adequacy: Federal Rule of Civil Procedure 23(a)(4)**

99. Plaintiffs will fairly and adequately represent and protect the interests of the Class members as required by Fed. R. Civ. P. 23(a)(4). Plaintiffs' interests do not conflict with the interests of the Class members. Plaintiffs have retained counsel competent and experienced in complex class action litigation, including automobile defect litigation and other consumer protection litigation. Plaintiffs intend to prosecute this action vigorously. Neither Plaintiffs nor their counsel have interests that conflict with the interests of the other Class members. Therefore, the interests of the Class members will be fairly and adequately protected.

**F. Declaratory and Injunctive Relief: Federal Rule of Civil Procedure 23(b)(2)**

100. Defendants have acted or refused to act on grounds generally applicable to Plaintiffs and the other members of the Class, thereby making appropriate final injunctive relief and declaratory relief, as described below, for the Class as a whole.

**G. Superiority: Federal Rule of Civil Procedure 23(b)(3)**

101. A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in its management. The damages or other financial detriment suffered

by Plaintiffs and the other Class members are relatively small compared to the burden and expense that would be required to litigate their claims individually against Defendants such that it would be impracticable for members of the Classes to individually seek redress for Defendants' wrongful conduct.

102. Even if Class members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and the court system. By contrast, the class action device presents fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

## **VI. ANY APPLICABLE STATUTES OF LIMITATION ARE TOLLED**

103. Defendants have known of the Latching Device Defect based on pre-production testing, pre-production design failure mode analysis, production design failure mode analysis, consumer complaints made as early as March 2018 to Defendants' network of exclusive dealers and NHTSA, aggregate warranty, consumer complaints to dealers and online, and testing performed in response to consumer complaints, *inter alia*, Defendants were aware (or should have been aware) of the Latching Device Defect in the Class Vehicles.

104. Despite this knowledge, Defendants did not disclose the seriousness of the issue and, in fact, concealed the prevalence of the problem. In so doing,

Defendants have failed to warn consumers, initiate timely recalls, or inform NHTSA, as Volkswagen is obligated to do.

105. Defendants had a duty to disclose the Latching Device Defect to consumers and NHTSA. Contrary to this duty, Volkswagen concealed the defect by continuing to distribute, sell, and/or lease the Class Vehicles to Plaintiffs and the Class members; to advertise the safety of the Class Vehicles; and to fail to notify regulators or the Plaintiffs and the Class members about the truth about the Class Vehicles.

106. Because of the highly technical nature of the Latching Device Defect, Plaintiffs and Class members could not independently discover it using reasonable diligence. Before the retention of counsel and without third-party experts, Plaintiffs and Class members lack the necessary expertise repair the Latching Device and understand its defective nature.

107. Accordingly: (1) Defendants' fraudulent concealment tolls the statute of limitations; (2) Defendants are estopped from relying on the statute of limitations; and (3) the statute of limitations is tolled by the discovery rule.

108. The nature of notice to the proposed Class is contemplated to be by direct mail upon certification of the Class or, if such notice is not practicable, by the best notice practicable under the circumstance including, inter alia, email, publication in major newspapers and/or on the internet.



## VII. NATIONWIDE CLASS CLAIMS

### NATIONWIDE COUNT I VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT 15 U.S.C. § 2301, *ET SEQ.* (ON BEHALF THE NATIONWIDE CLASS)

109. Plaintiffs re-allege and incorporate by reference all paragraphs as though full set forth herein.

110. This Court has jurisdiction to decide claims brought under 15 U.S.C. § 2301, by virtue of 28 U.S.C. § 1332 (a)-(d).

111. The Class Vehicles are “consumer products” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

112. Plaintiffs are “consumers” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3). They are consumers because they are persons entitled under applicable state law to enforce against the warrantor the obligations of its express and implied warranties.

113. Each Defendant is a “supplier” and “warrantor” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. 15 U.S.C. § 2301(4)-(5).

114. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a warranty.

115. Defendants provided Plaintiffs and the other Class members with an implied warranty of merchantability in connection with the purchase or lease of their vehicles that is a “written warranty” within the meaning of the Magnuson-Moss

Warranty Act, 15 U.S.C. § 2301(7). As part of these written warranties, Defendants warranted that the Class Vehicles were defect free and/or would meet a specified level of performance over a specified period of time and formed the basis of a bargain between Defendants and Plaintiffs and the other Class members.

116. Defendants provided Plaintiffs and the other Class members with an implied warranty of merchantability in connection with the purchase or lease of their vehicles that is an “implied warranty” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(7). As part of the implied warranty of merchantability, Defendants warranted that the Class Vehicles were fit for their ordinary purpose as safe passenger motor vehicles, would pass without objection in the trade as designed, manufactured, and marketed, and were adequately contained, packaged, and labeled.

117. Defendants breached these warranties, as described in more detail above, and are therefore liable to Plaintiffs and the Class pursuant to 15 U.S.C. § 2310(d)(1). Without limitation, the Class Vehicles share a common design defect in that they are equipped with rear seats containing the Latching Device Defect. Despite their knowledge of the Defect, Defendants have not issued a recall to repair and/or replace the Class Vehicles.

118. Any efforts to limit the warranties in a manner that would exclude coverage of the Class Vehicles is unconscionable, and any such effort to disclaim, or otherwise limit, liability for the Class Vehicles is null and void.

119. Any limitations on the warranties are procedurally unconscionable. There was unequal bargaining power between Defendants on the one hand, and Plaintiffs and the other Class members, on the other.

120. Any limitations on the warranties are substantively unconscionable. Defendants knew that the Class Vehicles were defective and would continue to pose safety risks. Defendants also knew that their express warranties would not cover the Latching Device Defect, and knowingly and intentionally transferred the costs of repair and/or replacement to Plaintiffs and the Class members.

121. Plaintiffs and each of the other Class members have had sufficient direct dealings with either Defendants or their agents (dealerships) to establish privity of contract.

122. Nonetheless, privity is not required here because Plaintiffs and each of the other Class members are intended third-party beneficiaries of contracts between Defendants and their dealers. The dealers were not intended to be the ultimate consumers of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and

intended to benefit consumers. Finally, privity is also not required because the Class Vehicles are dangerous instrumentalities due to the Latching Device Defect.

123. Pursuant to 15 U.S.C. § 2310(e), Plaintiffs are entitled to bring this class action and have provided Defendants notice and an opportunity to cure the Defect. *See Exhibit A.*

124. Furthermore, affording Defendants an opportunity to cure their breach of the warranties would be unnecessary and futile here. At the time of sale or lease of each Class Vehicle, Defendants knew, should have known, or were reckless in not knowing of their misrepresentations and omissions concerning the Class Vehicles' inability to perform as warranted, but nonetheless failed to rectify the situation and/or disclose the defective design. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate and any requirement that Plaintiffs resort to an informal dispute resolution procedure and/or afford Defendants a reasonable opportunity to cure their breach of warranties is excused and thereby deemed satisfied.

125. Plaintiffs and the other Class members would suffer economic hardship if they returned their Class Vehicles but did not receive the return of all payments made by them. Because Defendants are refusing to acknowledge any revocation of acceptance and return immediately any payments made, Plaintiffs and the other

Class members have not re-accepted their defective Class Vehicles by retaining them.

126. The amount in controversy of Plaintiffs' individual claims meets or exceeds the sum of \$25. The amount in controversy of this action exceeds the sum of \$50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit. Plaintiffs, individually and on behalf of the other Class members, seek all damages permitted by law, including diminution in value of their vehicles, in an amount to be proven at trial. In addition, pursuant to 15 U.S.C. § 2310(d)(2), Plaintiffs and the other Class members are entitled to recover a sum equal to the aggregate amount of costs and expenses (including attorneys' fees based on actual time expended) determined by the Court to have reasonably been incurred by Plaintiffs and the other Class members in connection with the commencement and prosecution of this action.

127. Plaintiffs also request, as a form of equitable monetary relief, repayment of the out-of-pocket expenses and costs they have incurred in attempting to rectify the Latching Device Defect in their vehicles. Such expenses and losses will continue as Plaintiffs and Class members must take time off from work, pay for rental cars or other transportation arrangements, child care, and the myriad expenses involved in going through the recall process.

128. The right of Class members to recover these expenses as an equitable matter to put them in the place they would have been but for Defendants' conduct presents common questions of law. Equity and fairness requires the establishment by Court decree and administration under Court supervision of a program funded by Defendants, using transparent, consistent, and reasonable protocols, under which such claims can be made and paid.

**NATIONWIDE COUNT II  
FRAUD BY CONCEALMENT OR OMISSION  
COMMON LAW  
(ON BEHALF OF THE NATIONWIDE CLASS)**

129. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

130. Plaintiffs bring this claim on behalf of themselves and the Nationwide Class under the common law of fraudulent concealment, as there are no true conflicts among various states' laws of fraudulent concealment. Defendants are liable for both fraudulent concealment and non-disclosure. *See, e.g.*, Restatement (Second) of Torts §§ 550-51 (1977). In the alternative, Plaintiffs bring this claim on behalf of the State Sub-Classes.

131. Defendants intentionally and knowingly misrepresented and concealed, suppressed and/or omitted facts regarding the Latching Device Defect with the intent to mislead Plaintiffs and Class members. Defendants knew, or should have known, that the Latching Device was defective in its design and that the manufacturer's

warranties were manipulated in such a manner so that Defendants could avoid for the costs of repair and/or replacement. Defendants also knew, or should have known, that the Latching Device Defect in the Class Vehicles could cause the rear seats to slam forward during deceleration. Further, Defendants knew, or should have known, that such failure would place vehicle operators and passengers at risk for serious injury.

132. A reasonable consumer would not have expected that the Class Vehicles contain a defective Latching Device that could cause the seats to slam forward during deceleration and risk death and/or injury to rear-seated passengers. Defendants knew that reasonable consumers expect that their vehicle has working seats, and would rely on those facts in deciding whether to purchase, lease, or retain a new or used motor vehicle. Whether a manufacturer's products are safe and reliable, and whether that manufacturer stands behind its products, are material concerns to a consumer.

133. Defendants ensured that Plaintiffs and the Class did not discover this information through actively concealing it and misrepresenting the Class Vehicles' seating assemblies without disclosing the truth. Defendants intended for Plaintiffs and the Class to rely on their omissions—which they did by purchasing and leasing the Class Vehicles at the prices they paid.

134. Defendants had a duty to disclose the Latching Device Defect because:

- a. Defendants had exclusive and/or far superior knowledge and access to the facts about this hidden and complex safety Defect. Defendants also knew that these technical facts were not known to or reasonably discoverable by Plaintiffs and the Class;
- b. Defendants knew the Latching Device Defect (and its safety risks) was a material fact that would affect Plaintiffs' or Class members' decisions to buy or lease Class Vehicles;
- c. Defendants are subject to statutory duties to disclose known safety Defects to consumers and NHTSA; and
- d. Defendants made incomplete representations about the safety and reliability of the Class Vehicles and their passenger safety systems, while purposefully withholding material facts about a known safety defect. In uniform advertising and materials provided with each Class Vehicle, Defendants intentionally concealed, suppressed, and failed to disclose to Plaintiffs and the Class that the Class Vehicles contained the dangerous Latching Device Defect. Because they volunteered to provide information about the Class Vehicles that they offered for sale to Plaintiffs and the Class, Defendants had the duty to disclose the whole truth. They did not.



135. To this day, Defendants have not made full and adequate disclosure, continue to defraud Plaintiffs and the Class, and continue to conceal material information regarding the Latching Device Defect. The omitted and concealed facts were material because a reasonable person would find them important in purchasing, leasing, or retaining a new or used motor vehicle, and because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and the Class.

136. Defendants actively concealed or suppressed these material facts, in whole or in part, to maintain a market for their vehicles, to protect profits, and to avoid recalls that would hurt the brand's image and cost money. They did so at the expense of Plaintiffs and the Class. Had they been aware of the Latching Device Defect in the Class Vehicles, and Defendants' callous disregard for safety, Plaintiffs and the Class either would not have paid as much as they did for their Class Vehicles, or they would not have purchased or leased them.

137. Accordingly, Defendants are liable to Plaintiffs and the Class for their damages in an amount to be proven at trial, including, but not limited to, their lost overpayment for the Class Vehicles at the time of purchase or lease.

138. Defendants' acts were done maliciously, oppressively, deliberately, with intent to defraud; in reckless disregard of Plaintiffs' and the Class' rights and well-being; and to enrich themselves. Their misconduct warrants an assessment of

punitive damages in an amount sufficient to deter such conduct in the future, which amount shall be determined according to proof at trial.

**NATIONWIDE COUNT III  
NEGLIGENT MISREPRESENTATION  
COMMON LAW  
(ON BEHALF OF THE NATIONWIDE CLASS)**

139. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

140. Plaintiffs assert this Negligent Misrepresentation count on behalf of themselves and the Nationwide Class or, in the alternative, on behalf of the State Sub-Classes.

141. Defendants owed a duty to disclose the Latching Device Defect and its corresponding safety risk to Plaintiffs and Class members because Defendants knew or should have known of the Defect and the risks associated with the Latching Device's failure. Defendants also made partial disclosures regarding the safety of the Class Vehicles while Defendants either knew or should have known that the Class Vehicles possessed the Latching Device Defect and failed to disclose its existence and its corresponding safety hazard.

142. Defendants negligently misrepresented and omitted material facts, in owners' manuals, maintenance schedules, or elsewhere, concerning the standard, quality, or grade of the Class Vehicles and the fact that the Latching Device installed in the Class Vehicles is defective and prone to failure, exposing drivers and

occupants to safety risks. Defendants misrepresented that they would remedy any defects under the express warranties but limited their coverage to mechanical defects. As a direct result of Defendants' negligent conduct, Plaintiffs and Class members have suffered actual damages.

143. The fact that the Latching Device installed in the Class Vehicles is defective is material because it presents a safety risk and places the driver and occupants at risk of serious injury or death. When the Latching Device fails, the rear-seats slam forward and may cause death and/or bodily injury to the occupants. During failure, drivers may be shocked, distracted and distressed by the collision and/or injuries to the rear-seated occupants and be unable to safely operate the Class Vehicles. Drivers and occupants of the Class Vehicles are at risk for rear-end collisions or other accidents which may result in failure of the Latching Device. No reasonable consumer expects a vehicle to contain a defect in design, such as the Latching Device Defect, that can cause seating assembly failure with no warning or time to take preventative measures.

144. Plaintiffs and Class members would not have purchased the Class Vehicles but for Defendants' negligent omissions of material facts regarding the nature and quality of the Class Vehicles and existence of the Latching Device Defect and corresponding safety risk, or would have paid less for the Class Vehicles.

Plaintiffs and Class members justifiably relied upon Defendants' negligent false representations and omissions of material facts.

145. As a direct and proximate result of Defendants' negligent false representations and omissions of material facts regarding the standard, quality or grade of the Class Vehicles and/or the Latching Device Defect, Plaintiffs and Class members have suffered an ascertainable loss and actual damages in an amount to be determined at trial.

**NATIONWIDE COUNT IV  
UNJUST ENRICHMENT  
COMMON LAW  
(ON BEHALF OF THE NATIONWIDE CLASS)**

146. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

147. Plaintiffs assert this Unjust Enrichment count on behalf of themselves and the Nationwide Class or, in the alternative, on behalf of the State Sub-Classes.

148. Because of their conduct, Defendants caused damages to Plaintiffs and Class members.

149. Plaintiffs and Class members conferred a benefit on the Defendants by overpaying for Class Vehicles at prices that were artificially inflated by Defendants' concealment of the Latching Device Defect and misrepresentations regarding the Class Vehicles' safety.

150. As a result of Defendants' fraud and deception, Plaintiffs and Class members were not aware of the facts concerning the Class Vehicles and did not benefit from the Defendants' misconduct.

151. Defendants knowingly benefitted from their unjust conduct. They sold and leased Class Vehicles equipped with a Latching Device Defect for more than what the vehicles were worth, at the expense of Plaintiffs and Class members.

152. Defendants readily accepted and retained these benefits from Plaintiffs and Class members.

153. It is inequitable and unconscionable for Defendants to retain these benefits because they misrepresented that the Class Vehicles were safe, and intentionally concealed, suppressed, and failed to disclose the Latching Device Defect to consumers. Defendants knowingly limited their warranty coverage and excluded the Latching Device Defect. Plaintiffs and Class members would not have purchased or leased the Class Vehicles or paid less for them had Defendants not concealed the Latching Device Defect.

154. Plaintiffs and Class members do not have an adequate remedy at law.

155. Equity cannot in good conscience permit the Defendants to retain the benefits that they derived from Plaintiffs and Class members through unjust and unlawful acts, and therefore restitution or disgorgement of the amount of the Defendants' unjust enrichment is necessary.

**NATIONWIDE COUNT V  
VIOLATION OF THE N.J. CONSUMER FRAUD ACT (“NJCFA”)  
N.J. STAT. ANN. § 56:8-2 ET SEQ.  
(ON BEHALF OF THE NATIONWIDE CLASS AND  
NEW JERSEY SUB-CLASS)**

156. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

157. Plaintiff Erica Upshur (for purposes of this count, “Plaintiff”) brings this claim on behalf of herself, the Nationwide Class, and the New Jersey Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

158. The NJCFA prohibits:

[t]he act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby, is declared to be an unlawful practice . . . .

N.J. STAT. ANN. § 56:8-2.

159. Plaintiff and members of the Nationwide Class and New Jersey Sub-Class are consumers who purchased or leased Class Vehicles for personal, family, or household use.

160. In violation of the NJCFA, Defendants employed unconscionable commercial practices, deception, fraud, false pretense and/or false promise by

providing Class Vehicles that contain the Latching Device Defect and present an undisclosed safety risk to drivers and occupants of the Class Vehicles. Further, Defendants misrepresented the standard, quality or grade of the Class Vehicles—which were sold or leased—and failed to disclose the Latching Device Defect and corresponding safety risk in violation of the NJCFA.

161. Defendants' misrepresentations and fraudulent omissions were material to Plaintiff and members of the Nationwide Class and New Jersey Sub-Class. When Plaintiff and members of the Nationwide Class and New Jersey Sub-Class purchased or leased their Class Vehicles, they reasonably relied on the reasonable expectation that the Class Vehicles' Latching Device was free from latent defects or alternatively, would be covered under Defendants' express warranties. Had Defendants disclosed that the Latching Device may fail and/or create an unavoidable safety risk, Plaintiff and members of the Nationwide Class and New Jersey Sub-Class would not have purchased or leased the Class Vehicles, or would have paid less for their vehicles.

162. Defendants knowingly concealed, suppressed and/or omitted the existence of the Latching Device Defect and safety risk in the Class Vehicles at the time of sale or lease and at all relevant times thereafter.

163. Defendants knew that the Latching Device Defect was designed defectively and unconscionably limited the manufacturer's warranty coverage so

that the Latching Device would be excluded, thereby unlawfully transferring the costs of repair or replacement to Plaintiff and members of the Nationwide Class and New Jersey Sub-Class. Further, Defendants unconscionably marketed the Class Vehicles to uninformed consumers in order to maximize profits by selling additional Class Vehicles containing the undisclosed latent defect and corresponding safety risk.

164. Defendants owed a duty to disclose the Latching Device Defect and its corresponding safety risk to Plaintiff and members of the Nationwide Class and New Jersey Sub-Class because Defendants possessed superior and exclusive knowledge regarding the Defect and the risks associated with the Latching Device's failure. Rather than disclose the Defect, Defendants intentionally concealed the Defect with the intent to mislead Plaintiff and members of the Nationwide Class and New Jersey Sub-Class in order to sell additional Class Vehicles and wrongfully transfer the cost of repair or replacement of the Latching Device to Plaintiff and members of the Nationwide Class and New Jersey Sub-Class.

165. Defendants also knew, or should have known, that the Latching Device Defect in the Class Vehicles could cause the seats to slam forward during deceleration. Further, Defendants knew, or should have known, that such failure would place vehicle operators and rear passengers at risk for serious death or injury.



166. Had Plaintiff and members of the Nationwide Class and New Jersey Sub-Class known about the Latching Device Defect at the time of purchase, including the safety hazard posed by the Defect, they would not have bought the Class Vehicles or would have paid much less for them.

167. As a direct and proximate result of Defendants' wrongful conduct in violation of the NJCFA, Plaintiff and members of the Nationwide Class and New Jersey Sub-Class have suffered and continue to suffer harm by the threat of unexpected failure of the Latching Device and/or actual damages in the amount of the cost to replace the Latching Device, and damages to be determined at trial. Plaintiff and members of the Nationwide Class and New Jersey Sub-Class have also suffered the ascertainable loss of the diminished value of their vehicles.

168. As a result of Defendants' fraudulent and/or deceptive conduct, misrepresentations and/or knowing omissions, Plaintiff and members of the Nationwide Class and New Jersey Sub-Class are entitled to actual damages, treble damages, costs, attorneys' fees, and other damages to be determined at trial. *See* N.J. STAT. ANN. § 56:8-19. Plaintiff and members of the Nationwide Class and New Jersey Sub-Class also seek an order enjoining Defendants' unlawful, fraudulent and/or deceptive practices, and any other just and proper declaratory or equitable relief available under the NJCFA. *See* N.J. STAT. ANN. § 56:8-19.

**NATIONWIDE COUNT VI  
BREACH OF EXPRESS WARRANTY**

**N.J. STAT. ANN. §§ 12A:2-314 AND 12A:2A-210  
(ON BEHALF OF THE NATIONWIDE CLASS AND  
NEW JERSEY SUB-CLASS)**

169. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

170. Plaintiff Erica Upshur (for purposes of this count, “Plaintiff”) brings this claim on behalf of herself and the Nationwide Class and New Jersey Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

171. Defendants are and were at all relevant times “merchants” with respect to motor vehicles under N.J. STAT. ANN. § 12A:2-104(1), and “sellers” and “lessors” of motor vehicles under § 12A:2-103(1)(d) and § 12A:2A-103(1)(p).

172. The Class Vehicles are and were at all relevant times “goods” within the meaning of N.J. STAT. ANN. §§ 12A:2-105(1) and 2A-103(1)(h).

173. Defendants provided Plaintiffs and members of the Nationwide Class and New Jersey Sub-Class with one or more express warranties in connection with the purchase or lease of Class Vehicles. For illustrative purposes, Defendants currently provide: (1) bumper-to-bumper coverage for six years or 72,000 miles, whichever came first; or (2) four years, or 50,000 miles, whichever comes first, on a bumper-to-bumper basis. Under the warranties provided to Plaintiff and the Nationwide Class and New Jersey Sub-Class, Defendants promised to repair or

replace covered defective components, at no cost to owners and lessees of the Class Vehicles. As alleged herein, Defendants breached these warranties.

174. Defendants represented in the maintenance schedules and warranty guides for the Class Vehicles that there would be no need to inspect, repair, replace or service the Latching Device prior to 280,000 miles. Such representations formed the basis of the bargain in Plaintiff and members of the Nationwide Class's and New Jersey Sub-Class's decisions to purchase or lease the Class Vehicles.

175. Defendants also marketed the Class Vehicles as high quality, reliable, and safe vehicles, and that Defendants would stand behind the quality of their products and promptly repair any defects. These statements helped conceal the existence of the Latching Device Defect and its corresponding safety risk from Plaintiff and members of the Nationwide Class and New Jersey Sub-Class.

176. Plaintiff and members of the Nationwide Class and New Jersey Sub-Class have had sufficient direct dealings with Defendants or their agents, their authorized dealerships, to establish privity of contract between Defendants, on the one hand, and Plaintiff and members of the Nationwide Class and New Jersey Sub-Class, on the other hand. Nonetheless, privity is not required here because Plaintiffs and each of the other members of the Classes are intended third-party beneficiaries of contracts between Defendants and their dealers. The dealers were not intended to be the ultimate users of the Class Vehicles and have no rights under the warranty

agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit purchasers and lessees of the Class Vehicles only.

177. Defendants' warranties formed a basis of the bargain that was reached when Plaintiff and members of the Nationwide Class and New Jersey Sub-Class purchased or leased their Class Vehicles. Given that the nature of the Latching Device Defect is by design, the warranties are substantively unconscionable because Defendants knew that the Latching Device was defective and manipulated the warranties in such a manner to avoid paying the costs to repair and/or replace the Latching Device.

178. Plaintiff and members of the Nationwide Class and New Jersey Sub-Class were induced to purchase or lease the Class Vehicles under false and/or fraudulent pretenses. Despite the existence of the warranties, Defendants failed to adequately inform Plaintiff and members of the Nationwide Class and New Jersey Sub-Class that the Class Vehicles contained the Latching Device Defect and failed to provide a suitable repair or replacement of the Latching Device free of charge within a reasonable time.

179. On information and belief, Defendants have not suitably repaired or replaced the defective Latching Device free of charge for Plaintiff and members of

the Nationwide Class and New Jersey Sub-Class despite the existence of the Defect in the Class Vehicles at the time of sale or lease.

180. The warranties accompanying Class Vehicles were procedurally and substantively unconscionable because of the disparity in bargaining power of the parties, the purchasers' lack of knowledge that Class Vehicles were defective, the inability of Class Vehicle purchasers to bargain with Defendants to increase coverage of the warranties, their lack of knowledge, their lack of meaningful alternatives, disparity in sophistication of the parties, unfair terms in the warranty (including, but not limited to, exclusion of design defects that unfairly favored Defendants particularly where there were Class Vehicle defects known only to Defendants and the warranty unfairly shifted repair costs to consumers when the Defect manifests in the Class Vehicles during their reasonably expected life), absence of effective warranty competition, and the fact that Class Vehicles fail with substantially fewer miles of operation than competitive vehicles from other manufacturers or models much like the Class Vehicles without the Latching Device Defect.

181. The time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiff and members of the Nationwide Class and New Jersey Sub-Class. Among other things, Plaintiff and members of the Nationwide Class and New Jersey Sub-Class did not determine these time

limitations, the terms of which unreasonably favored Defendants. A gross disparity in bargaining power existed between Defendants and members of the Classes, and Defendants knew or should have known that the Class Vehicles were defective at the time of sale or lease and that the Latching Device Defect posed a safety risk.

182. Defendants were provided notice of the Latching Device Defect by numerous consumer complaints made to their authorized dealers nationwide, complaints to NHTSA and through their own testing. Affording Defendants a reasonable opportunity to cure their breach of written warranties would be unnecessary and futile here because Defendants have known of and concealed the Latching Device Defect and have failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

183. Defendants were provided notice by Plaintiff of their breach of express warranties by letter dated August 16, 2021. *See* Exhibit A. Despite this notice, Defendants did not cure their breach of express warranties and failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

184. Because of the Latching Device Defect, the Class Vehicles are not reliable and owners of these vehicles have lost confidence in the ability of Class Vehicles to perform the function of safe reliable transportation.

185. As a direct and proximate result of Defendants' breach of express warranties, Plaintiff and members of the Nationwide Class and New Jersey Sub-Class have been damaged in an amount to be determined at trial.

186. In the alternative, should Defendants claim that the Latching Device Defect is covered under the warranties, the warranties now fail in its essential purpose because the contractual remedy is insufficient to make Plaintiff and members of the Nationwide Class and New Jersey Sub-Class whole because, on information and belief, Defendants have failed and/or have refused to adequately provide the promised remedies within a reasonable time.

187. Finally, because of Defendants' breach of express warranty as set forth herein, Plaintiff and members of the Nationwide Class and New Jersey Sub-Class assert, as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to Plaintiff and members of the Nationwide Class and New Jersey Sub-Class of the purchase or lease price of all Class Vehicles currently owned or leased, and for such other incidental and consequential damages as allowed.

**NATIONWIDE COUNT VII  
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY  
N.J. STAT. ANN. §§ 12A:2-314, 12A:2A-103, AND 12A:2A-212  
(ON BEHALF OF THE NATIONWIDE CLASS AND  
NEW JERSEY SUB-CLASS)**

188. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

189. Plaintiff Erica Upshur (for purposes of this count, “Plaintiff”) brings this claim on behalf of herself and the Nationwide Class and New Jersey Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

190. Defendants are and were at all relevant times “merchants” with respect to motor vehicles under N.J. STAT. ANN. § 12A:2-104(1), and “sellers” and “lessors” of motor vehicles under § 12A:2-103(1)(d) and § 12A:2A-103(1)(p).

191. The Class Vehicles are and were at all relevant times “goods” within the meaning of N.J. STAT. ANN. §§ 12A:2-105(1) and 2A-103(1)(h).

192. Plaintiff and members of the Nationwide Class and New Jersey Sub-Class purchased or leased the Class Vehicles from Defendants by and through Defendants’ authorized agents for retail sales, or were otherwise expected to be the eventual purchasers of the Class Vehicles when bought from a third party. At all relevant times, Defendants were the manufacturers, distributors, warrantors and/or sellers of Class Vehicles. Defendants knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased.

193. A warranty that the Class Vehicles and/or the defective Latching Devices installed in them were in merchantable condition and fit for the ordinary purpose for which such goods are used is implied by law pursuant to N.J. STAT. ANN. §§ 12A:2-314 and 2A-212.



194. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and were and are not fit for the ordinary purpose of providing safe and reliable transportation. The Class Vehicles contain an inherent defect—the Latching Device Defect—at the time of sale or lease and thereafter) and present an undisclosed safety risk to drivers and occupants. Thus, Defendants breached their implied warranty of merchantability.

195. Through their maintenance schedules, Defendants further represented that the defective Latching Device would not need periodic inspection, repair or replacement before 280,000 miles and/or fraudulently concealed the need for periodic inspection, repair or replacement of the Latching Device before 280,000 miles by omitting the Latching Device from the maintenance schedules. Defendants cannot disclaim their implied warranty as they knowingly sold or leased a defective product.

196. Plaintiff and members of the Nationwide Class and New Jersey Sub-Class have had sufficient direct dealings with Defendants or their agents, their authorized dealerships, to establish privity of contract between Defendants, on the one hand, and Plaintiff and members of the Nationwide Class and New Jersey Sub-Class, on the other hand. Nonetheless, privity is not required here because Plaintiffs and each of the other members of the Classes are intended third-party beneficiaries of contracts between Defendants and their dealers. The dealers were not intended to

be the ultimate users of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles.

197. Defendants were provided notice of the Latching Device Defect by numerous consumer complaints made to their authorized dealers nationwide, complaints to NHTSA and through their own testing. Affording Defendants a reasonable opportunity to cure their breach of implied warranties would be unnecessary and futile here because Defendants have known of and concealed the Latching Device Defect and, on information and belief, have refused to repair or replace the defective Latching Device free of charge within a reasonable time.

198. Defendants were further provided notice by Plaintiff of their breach of implied warranties by letter dated August 16, 2021. *See* Exhibit A. Despite this notice, Defendants did not cure their breach of implied warranties and failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

199. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff and members of the Nationwide Class and New Jersey Sub-Class have been damaged in an amount to be proven at trial.

200. Any attempt by Defendants to disclaim or limit the implied warranty of merchantability vis-à-vis consumers is unconscionable and unenforceable here. Specifically, any limitation on Defendants' warranty is unenforceable because they

knowingly sold or leased a defective product without informing consumers about the Defect. Any applicable time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiff and members of the Nationwide Class and New Jersey Sub-Class. Among other things, Plaintiff and members of the Nationwide Class and New Jersey Sub-Class did not determine these limitations, the terms of which unreasonably favored Defendants. A gross disparity in bargaining power existed between Defendants and members of the Nationwide Class and New Jersey Sub-Class, and Defendants knew or should have known that the Class Vehicles were defective at the time of sale or lease and that the Latching Device Defect posed a safety risk.

201. Plaintiff and members of the Nationwide Class and New Jersey Sub-Class have been excused from performance of any warranty obligations as a result of Defendants' conduct described herein.

202. The applicable statute of limitations for the implied warranty claim has been tolled by the discovery rule and/or fraudulent concealment.

## **VIII. STATE SPECIFIC CLAIMS**

### **A. California Counts**

**CALIFORNIA COUNT I  
VIOLATION OF CALIFORNIA CONSUMERS LEGAL REMEDIES ACT  
CAL. CIV. CODE § 1750, *ET SEQ.*  
(ON BEHALF OF THE CALIFORNIA SUB-CLASS)**

203. Plaintiffs Beatriz Tijerina and David Concepción (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the California Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

204. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

205. Plaintiffs and California Sub-Class members are “consumers” within the meaning of Cal. Civ. Code § 1761(d).

206. Defendants, the California Plaintiffs, and California Sub-Class members are “persons” within the meaning of Cal. Civ. Code § 1761(c).

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

208. The California Legal Remedies Act (“CLRA”) prohibits “unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or that results in the sale or lease of goods or services to any consumer[.]” Cal. Civ. Code § 1770.

209. Defendants engaged in unfair or deceptive acts or practices when, in the course of their business they, among other acts and practices, intentionally and knowingly made materially false representations regarding the reliability, safety, and

performance of the Class Vehicles and/or the defective Latching Device, as detailed above.

210. Specifically, by misrepresenting the Class Vehicles as safe and/or free from defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class Vehicles, Defendants engaged in one or more of the following unfair or deceptive business practices as defined in Cal. Civ. Code § 1770(a):

- a. Representing that the Class Vehicles have characteristics, uses, benefits, and qualities they do not have.
- b. Representing that the Class Vehicles are of a particular standard, quality, and grade when they are not.
- c. Advertising the Class Vehicles and/or with the intent not to sell or lease them as advertised.
- d. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.

Cal. Civ. Code §§ 1770(a)(5), (7), (9), and (16).

211. Additionally, in the various channels of information through which Defendants sold and marketed Class Vehicles, Defendants failed to disclose material information concerning the Class Vehicles, which they had a duty to disclose. Defendants had a duty to disclose the defect because, as detailed above: (a) Defendants knew about the defect in the Latching Device in the Class Vehicles; (b)

Defendants had exclusive knowledge of material facts not known to the general public or the other California Sub-Class members; (c) Defendants actively concealed material facts concerning the seat restraints from the general public and Plaintiffs and California Sub-Class members; and (d) Defendants made partial representations about the Class Vehicles that were misleading because they did not disclose the full truth.

212. Defendants' unfair or deceptive acts or practices, including their misrepresentations, concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did, in fact, deceive reasonable consumers, including Plaintiffs and California Sub-Class members, about the true safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the Class Vehicles.

213. Plaintiffs and the other California Sub-Class members have suffered injury in fact and actual damages resulting from Defendants' material omissions.

214. Defendants' violations present a continuing risk to Plaintiffs and California Sub-Class members, as well as to the general public, and therefore affect the public interest.

215. Defendants are on notice of the issues raised in this count and this Complaint by way of notice letters sent by Plaintiffs to Defendants on August 16,

2021 in accordance with Cal. Civ. Code § 1782(a) of the CLRA, notifying Defendants of their alleged violations of Cal. Civ. Code § 1770(a) and demanding that Defendants correct or agree to correct the actions described therein within thirty (30) days of the notice letter. *See* Exhibit A. Defendants failed to remedy their unlawful conduct within the requisite time period, and continue to fail to do so.

216. Pursuant to Cal. Civ. Code § 1780(a), Plaintiffs and California Sub-Class members seek an order enjoining Defendants' unfair or deceptive acts or practices and awarding actual damages, treble damages, restitution, attorneys' fees, and any other just and proper relief available under the CLRA.

217. Attached hereto as Exhibit B is a venue affidavit required by CLRA, Cal. Civ. Code § 1780(d).

**CALIFORNIA COUNT II**  
**VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW**  
**CAL. BUS. & PROF. CODE § 17200, *ET SEQ.***  
**(ON BEHALF OF THE CALIFORNIA SUB-CLASS)**

218. Plaintiffs Beatriz Tijerina and David Concepción (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the California Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

219. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

220. The California Unfair Competition Law (“UCL”), Cal. Bus. and Prof. Code § 17200, prohibits any “unlawful, unfair, or fraudulent business act or practices.”

221. Defendants’ knowing and intentional conduct described in this Complaint constitutes unlawful, fraudulent, and unfair business acts and practices in violation of the UCL. Specifically, Defendants’ conduct is unlawful, fraudulent, and unfair in at least the following ways:

- a. by knowingly and intentionally concealing from Plaintiffs and California Sub-Class members that the Class Vehicles suffer from the Latching Device Defect while obtaining money from the California Sub-Class members;
- b. by marketing Class Vehicles as possessing a functional, safe, and defect-free passenger safety system.
- c. by purposefully designing and manufacturing the Class Vehicles to contain a defective Latching Device that causes second-row seats to decouple from the seating assembly during deceleration and/or an accident or collision contrary to what was disclosed to regulators and represented to consumers who purchased or leased Class Vehicles, and failing to fix the Latching Device Defect free of charge; and
- d. by violating the other California laws alleged herein, including the



False Advertising Law, Consumers Legal Remedies Act, California Commercial Code, and Song-Beverly Consumer Warranty Act.

222. Defendants' misrepresentations, omissions, and concealment were material to the California Plaintiffs and California Sub-Class members, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that consumers would rely on the misrepresentations, concealment, and omissions.

223. Defendants' material misrepresentations and omissions alleged herein caused Plaintiffs and the California Sub-Class members to make their purchases or leases of their Class Vehicles. Absent those misrepresentations and omissions, Plaintiffs and California Sub-Class members would not have purchased or leased these vehicles, or would not have purchased or leased these Class Vehicles at the prices they paid.

224. Accordingly, Plaintiffs and California Sub-Class members have suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' misrepresentations and their concealment of and failure to disclose material information.

225. Defendants' violations present a continuing risk to Plaintiffs and California Sub-Class members, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

226. Plaintiffs requests that this Court enter an order enjoining Defendants from continuing their unfair, unlawful, and/or deceptive practices and restoring to members of the California Sub-Class any money Defendants acquired by unfair competition, including restitution and/or restitutionary disgorgement, as provided in Cal. Bus. & Prof. Code § 17203 and Cal. Bus. & Prof. Code § 3345, and for such other relief set forth below.

**CALIFORNIA COUNT III  
VIOLATIONS OF THE CALIFORNIA FALSE ADVERTISING LAW  
CAL. BUS. & PROF. CODE § 17500, *ET SEQ.*  
(ON BEHALF OF THE CALIFORNIA SUB-CLASS)**

227. Plaintiffs Beatriz Tijerina and David Concepción (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the California Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles. The California False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500, prohibits false advertising.

228. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

229. Defendants, Plaintiffs, and California Sub-Class members are “persons” within the meaning of Cal. Bus. & Prof. Code § 17506.

230. Defendants violated the FAL by causing to be made or disseminated through California and the United States, through advertising, marketing and other publications, statements regarding the safety of the Class Vehicles that were untrue

or misleading, and which were known, or which by the exercise of reasonable care should have been known to Defendants, to be untrue and misleading to consumers, including California Sub-Class members. Numerous examples of these statements and advertisements appear in the preceding paragraphs throughout this Complaint.

231. The misrepresentations and omissions regarding the reliability and safety of Class Vehicles as set forth in this Complaint were material and had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did, in fact, deceive reasonable consumers, including Plaintiffs and California Sub-Class members, about the true safety and reliability of Class Vehicles, the quality of the Defendants' brands, and the true value of the Class Vehicles.

232. In purchasing or leasing their Class Vehicles, the California Sub-Class members relied on the misrepresentations and/or omissions of Defendants with respect to the safety and reliability of the Class Vehicles. Defendants' representations turned out not to be true because the Class Vehicles are distributed with a dangerous safety defect, rendering the second-row seats hazardous in certain conditions.

233. Plaintiffs and the other California Sub-Class members have suffered an injury in fact, including the loss of money or property, as a result of Defendants' unfair, unlawful, and/or deceptive practices. Had they known the truth, Plaintiffs and

California Sub-Class members would not have purchased or leased the Class Vehicles or paid significantly less for them.

234. The California Plaintiffs and California Sub-Class members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose. Plaintiffs and California Sub-Class members did not, and could not, unravel Defendants' deception on their own.

235. Defendants had an ongoing duty to Plaintiffs and California Sub-Class members to refrain from unfair or deceptive practices under the California False Advertising Law in the course of their business. Specifically, the Defendants owed Plaintiffs and California Sub-Class members a duty to disclose all the material facts concerning the Latching Device Defect in the Class Vehicles because they possessed exclusive knowledge, they intentionally concealed the defect from Plaintiffs and California Sub-Class members, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

236. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Defendants' business. Defendants' wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated, both in the State of California and nationwide.

237. Defendants' violations present a continuing risk to Plaintiffs and California Sub-Class members, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

238. Plaintiffs request that this Court enter an order enjoining Defendants from continuing their unfair, unlawful, and/or deceptive practices and restoring to the California Sub-Class any money Defendants acquired by unfair competition, including restitution and/or restitutionary disgorgement, and for such other relief set forth below.

**COUNT IV**  
**BREACH OF EXPRESS WARRANTY**  
**CAL. COM. CODE §§ 2313 AND 10210**  
**(ON BEHALF OF THE CALIFORNIA SUB-CLASS)**

239. Plaintiffs Beatriz Tijerina and David Concepción (for purposes of this count, "Plaintiffs") brings this claim on behalf of themselves and the California Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

240. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

241. Defendants are and were at all relevant times "merchant[s]" with respect to motor vehicles under Cal. Com. Code §§ 2104(1) and 10103(c), and "sellers" of motor vehicles under § 2103(1)(d).

242. With respect to leases, Defendants are and were at all relevant times "lessors" of motor vehicles under Cal. Com. Code § 10103(a)(16).

243. All California Sub-Class members who purchased Class Vehicles in California are “buyers” within the meaning of Cal. Com. Code § 2103(1)(a).

244. All California Sub-Class members who leased Class Vehicles in the California are “lessees” within the meaning of Cal. Com. Code § 10103(a)(14).

245. The Class Vehicles are and were at all relevant times “goods” within the meaning of Cal. Com. Code §§ 2105(1) and 10103(a)(8).

246. Defendants provided Plaintiffs and members of the California Sub-Class with one or more express warranties in connection with the purchase or lease of Class Vehicles. For illustrative purposes, Defendants currently provide: (1) bumper-to-bumper coverage for six years or 72,000 miles, whichever came first; or (2) four years, or 50,000 miles, whichever comes first, on a bumper-to-bumper basis. Under the warranties provided to Plaintiffs and the California Sub-Class, Defendants promised to repair or replace covered defective components, at no cost to owners and lessees of the Class Vehicles. As alleged herein, Defendants breached these warranties.

247. Defendants represented in the maintenance schedules and warranty guides for the Class Vehicles that there would be no need to inspect, repair, replace or service the Latching Device prior to 280,000 miles. Such representations formed the basis of the bargain in Plaintiffs and members of the California Sub-Class’s decisions to purchase or lease the Class Vehicles.

248. Defendants also marketed the Class Vehicles as high quality, reliable, and safe vehicles, and that Defendants would stand behind the quality of their products and promptly repair any defects. These statements helped conceal the existence of the Latching Device Defect and its corresponding safety risk from Plaintiffs and members of the California Sub-Class.

249. Plaintiffs and members of the California Sub-Class have had sufficient direct dealings with Defendants or their agents, their authorized dealerships, to establish privity of contract between Defendants, on the one hand, and Plaintiffs and members of the California Sub-Class, on the other hand. Nonetheless, privity is not required here because Plaintiffs and each of the other members of the Classes are intended third-party beneficiaries of contracts between Defendants and their dealers. The dealers were not intended to be the ultimate users of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit purchasers and lessees of the Class Vehicles only.

250. Defendants' warranties formed a basis of the bargain that was reached when Plaintiffs and members of the California Sub-Class purchased or leased their Class Vehicles. Given that the nature of the Latching Device Defect is by design, the warranties are substantively unconscionable because Defendants knew that the

Latching Device was defective and manipulated the warranties in such a manner to avoid paying the costs to repair and/or replace the Latching Device.

251. Plaintiffs and members of the California Sub-Class were induced to purchase or lease the Class Vehicles under false and/or fraudulent pretenses. Despite the existence of the warranties, Defendants failed to adequately inform Plaintiffs and members of the California Sub-Class that the Class Vehicles contained the Latching Device Defect and failed to provide a suitable repair or replacement of the Latching Device free of charge within a reasonable time.

252. On information and belief, Defendants have not suitably repaired or replaced the defective Latching Device free of charge for Plaintiffs and members of the California Sub-Class despite the existence of the Defect in the Class Vehicles at the time of sale or lease.

253. The warranties accompanying Class Vehicles were procedurally and substantively unconscionable because of the disparity in bargaining power of the parties, the purchasers' lack of knowledge that Class Vehicles were defective, the inability of Class Vehicle purchasers to bargain with Defendants to increase coverage of the warranties, their lack of knowledge, their lack of meaningful alternatives, disparity in sophistication of the parties, unfair terms in the warranty (including, but not limited to, exclusion of design defects that unfairly favored Defendants particularly where there were Class Vehicle defects known only to



Defendants and the warranty unfairly shifted repair costs to consumers when the Defect manifests in the Class Vehicles during their reasonably expected life), absence of effective warranty competition, and the fact that Class Vehicles fail with substantially fewer miles of operation than competitive vehicles from other manufacturers or models much like the Class Vehicles without the Latching Device Defect.

254. The time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiffs and members of the California Sub-Class. Among other things, Plaintiffs and members of the California Sub-Class did not determine these time limitations, the terms of which unreasonably favored Defendants. A gross disparity in bargaining power existed between Defendants and members of the Classes, and Defendants knew or should have known that the Class Vehicles were defective at the time of sale or lease and that the Latching Device Defect posed a safety risk.

255. Defendants were provided notice of the Latching Device Defect by numerous consumer complaints made to their authorized dealers nationwide, complaints to NHTSA and through their own testing. Affording Defendants a reasonable opportunity to cure their breach of written warranties would be unnecessary and futile here because Defendants have known of, concealed the

Latching Device Defect, and have failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

256. Defendants were provided notice by Plaintiffs of their breach of express warranties by letter dated August 16, 2021. *See* Exhibit A. Despite this notice, Defendants did not cure their breach of express warranties and failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

257. Because of the Latching Device Defect, the Class Vehicles are not reliable and owners of these vehicles have lost confidence in the ability of Class Vehicles to perform the function of safe reliable transportation.

258. As a direct and proximate result of Defendants' breach of express warranties, Plaintiffs and members of the California Sub-Class have been damaged in an amount to be determined at trial.

259. In the alternative, should Defendants claim that the Latching Device Defect is covered under the warranties, the warranties now fail in its essential purpose because the contractual remedy is insufficient to make Plaintiffs and members of the California Sub-Class whole because, on information and belief, Defendants have failed and/or have refused to adequately provide the promised remedies within a reasonable time.

260. Finally, because of Defendants’ breach of express warranty as set forth herein, Plaintiffs and members of the California Sub-Class assert, as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to Plaintiffs and members of the California Sub-Class of the purchase or lease price of all Class Vehicles currently owned or leased, and for such other incidental and consequential damages as allowed.

**CALIFORNIA COUNT V  
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY  
CAL. COM. CODE §§ 2314 AND 10212  
(ON BEHALF OF THE CALIFORNIA SUB-CLASS)**

261. Plaintiffs Beatriz Tijerina and David Concepción (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the California Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

262. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

263. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Cal. Com. Code §§ 2104(1) and 10103(c), and “sellers” of motor vehicles under § 2103(1)(d).

264. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Cal. Com. Code § 10103(a)(16).

265. All California Sub-Class members who purchased Class Vehicles in California are “buyers” within the meaning of Cal. Com. Code § 2103(1)(a).

266. All California Sub-Class members who leased Class Vehicles in the California are “lessees” within the meaning of Cal. Com. Code § 10103(a)(14).

267. The Class Vehicles are and were at all relevant times “goods” within the meaning of Cal. Com. Code §§ 2105(1) and 10103(a)(8).

268. The Class Vehicles are and were at all relevant times “goods” within the meaning of Cal. Com. Code §§ 2105(1) and 10103(a)(8).

269. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Cal. Com. Code §§ 2314 and 10212.

270. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the Latching Device Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

271. Any attempt by Defendants to disclaim or limit the implied warranty of merchantability vis-à-vis consumers is unconscionable and unenforceable here.

Specifically, any limitation on Defendants' warranty is unenforceable because they knowingly sold or leased a defective product without informing consumers about the Defect. Any applicable time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiffs and members of the California Sub-Class. Among other things, Plaintiffs and members of the California Sub-Class did not determine these limitations, the terms of which unreasonably favored Defendants. A gross disparity in bargaining power existed between Defendants and members of the California Sub-Class, and Defendants knew or should have known that the Class Vehicles were defective at the time of sale or lease and that the Latching Device Defect posed a safety risk.

272. Defendants were provided reasonable notice of these issues and an opportunity to cure the breaches of their express warranties by way of a letter sent by Plaintiffs on August 16, 2021. *See* Exhibit A. Alternatively, any opportunity to cure the breach is unnecessary and futile.

273. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiffs and California Sub-Class members have been damaged in an amount to be proven at trial.

**CALIFORNIA COUNT VI  
VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT,  
BREACH OF IMPLIED WARRANTY  
CAL CIV. CODE § 1790, *ET SEQ.*  
(ON BEHALF OF THE CALIFORNIA SUB-CLASS)**

274. Plaintiffs Beatriz Tijerina and David Concepción (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the California Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

275. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

276. All California Sub-Class members who purchased Class Vehicles in California are “buyers” within the meaning of Cal. Civ. Code § 1791(b).

277. All California Sub-Class members who leased Class Vehicles in California are “lessors” within the meaning of Cal. Civ. Code § 1791(h).

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

279. Defendants are the “manufacturer[s]” of the Class Vehicles within the meaning of Cal. Civ. Code § 1791(j).

280. Defendants impliedly warranted to Plaintiffs and the other members of the California Sub-Class that the Class Vehicles were “merchantable” within the meaning of Cal. Civ. Code §§ 1791.1(a) & 1792; however, the Class Vehicles do not have the quality that a buyer would reasonably expect.

281. The Class Vehicles would not pass without objection in the automotive trade due to the Latching Device Defect. Because the Class Vehicles contain

defective Latching Devices, the Class Vehicles are not in merchantable condition and thus not fit for ordinary purposes.

282. The Class Vehicles are not adequately labeled because the labeling fails to disclose the Latching Device Defect. The Class Vehicles do not conform to the promises and affirmations made by the Defendants regarding safety.

283. The Defendants' breach of the implied warranty of merchantability caused damage to Plaintiffs and California Sub-Class members who purchased or leased the defective Class Vehicles. The amount of damages due will be proven at trial.

284. Pursuant to Cal. Civ. Code §§ 1791.1(d) and 1794, Plaintiffs and California Sub-Class members seek an order enjoining Defendants' unfair and/or deceptive acts or practices, damages, punitive damages, and any other just and proper relief available under the Song-Beverly Consumer Warranty Act.

**B. Florida Counts**

**COUNT I  
VIOLATION OF FLORIDA'S DECEPTIVE & UNFAIR TRADE  
PRACTICES ACT ("FDUTPA"), FLA. STAT. §§ 501.201, *ET SEQ.*  
(ON BEHALF OF THE FLORIDA SUB-CLASS)**

285. Plaintiffs Gina Aprile and Theresa Gillespie (for purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the Florida Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

286. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

287. Plaintiffs and the members of the Florida Sub-Class are “consumers” within the meaning of the FDUTPA, FLA. STAT. § 501.203(7).

288. Defendants engaged in “trade or commerce” within the meaning of FLA. STAT. § 501.203(8).

289. FDUTPA prohibits “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” FLA. STAT. § 501.204(1). Defendants engaged in unfair and deceptive practices that violated the FDUTPA as described above.

290. In the course of their businesses, Defendants failed to disclose and actively concealed the Latching Device Defect contained in the Class Vehicles and the corresponding dangers and risks posed by the Class Vehicles, as described above and otherwise engaged in activities with a tendency or capacity to deceive.

291. In violation of the FDUTPA, Defendants employed unfair and deceptive acts or practices, fraud, false pretense, misrepresentation, or concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale and/or lease of Class Vehicles. Defendants knowingly concealed, suppressed, and omitted material facts regarding the Latching Device Defect and associated safety hazard and



misrepresented the standard, quality, or grade of the Class Vehicles, which directly caused harm to Plaintiffs and the members of the Florida Sub-Class.

292. Defendants actively suppressed the fact that the Latching Device in Class Vehicles is defective and presents a safety hazard. Further, Defendants employed unfair and deceptive trade practices by denying repairs or replacement of the Latching Device Defect within a reasonable time in violation of FDUTPA. Defendants also breached warranties as alleged below in violation of FDUTPA.

293. As alleged above, Defendants knew or should have known of the Latching Device Defect contained in the Class Vehicles since at least 2018. Prior to installing the defective Latching Devices in the seating assemblies in the Class Vehicles, Defendants engaged in pre-production testing and failure mode analysis. Defendants also knew about the Latching Device Defect after releasing a TSB describing the issue to their exclusive network of dealerships. Defendants should have known about the Latching Device Defect after monitoring numerous consumer complaints sent to NHTSA and online. Defendants, nevertheless, failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and seating assemblies with the Latching Device Defect installed in them.

294. By failing to disclose and by actively concealing the Latching Device Defect in the Class Vehicles, by marketing them as safe, reliable, and of high quality, and by presenting themselves as a reputable manufacturer or distributor for a

reputable manufacture that values safety, Defendants engaged in unfair or deceptive business practices in violation of the FDUTPA. Defendants deliberately withheld the information about the propensity of the Latching Device Defect to cause rear-seats to slam forward during deceleration as well as the corresponding safety hazard to vehicle occupants.

295. Defendants' unfair and deceptive trade practices were likely intended to deceive a reasonable consumer. Plaintiffs and the members of the Florida Sub-Class had no reasonable way to know that the Class Vehicles contained the Latching Device Defect, which were defective in design and posed a serious and significant health and safety risk. Defendants possessed superior knowledge as to the quality and characteristics of the Class Vehicles, including the Latching Device Defect within their seating assemblies and the corresponding safety risks, and any reasonable consumer would have relied on Defendants' misrepresentations and omissions, as Plaintiffs and the members of the Florida Sub-Class did.

296. Defendants intentionally and knowingly misrepresented and concealed, suppressed and/or omitted facts regarding the Latching Device Defect with the intent to mislead Plaintiffs and members of the Florida Sub-Class. Defendants knew, or should have known, that the Latching Device was defective in its design and that the manufacturer's warranties were manipulated in such a manner so that Defendants could avoid for the costs of repair and/or replacement. Defendants also knew, or

should have known, that the Latching Device Defect in the Class Vehicles could cause the seats to slam forward during deceleration. Further, Defendants knew, or should have known, that such failure would place vehicle operators and passengers at risk for serious injury.

297. Defendants knew or should have known that their conduct violated the FDUTPA.

298. Defendants made material statements and/or omissions about the safety and reliability of the Class Vehicles and/or the Latching Device Defect installed in them that were either false or misleading. Defendants' misrepresentations, omissions, statements, and commentary have included selling and marketing Class Vehicles as safe and reliable, despite their knowledge of the Latching Device Defect and its corresponding safety hazard.

299. To protect their profits, avoid remediation costs and public relation problems, and increase their profits by having consumers pay to remedy the Latching Device Defect, Defendants concealed the defective nature and safety risk posed by the Class Vehicles and the seating assemblies with the Latching Device Defect installed in them. Defendants allowed unsuspecting new and used car purchasers and lessees to continue to buy or lease the Class Vehicles and continue to drive them, despite the safety risk they pose.

300. Defendants owed Plaintiffs and the members of the Florida Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and the existence of the Latching Device Defect because Defendants:

- (a) Possessed exclusive knowledge of the Latching Device Defect and its associated safety hazard;
- (b) Intentionally concealed the foregoing from Plaintiffs and the members of the Florida Sub-Class; and/or
- (c) Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Plaintiffs and the members of the Florida Sub-Class that contradicted these representations.

301. Because Defendants fraudulently concealed the Latching Device Defect in the seating assemblies of Class Vehicles, and now that the Defect has been disclosed, the value of the Class Vehicles has greatly diminished, and they are now worth significantly less than they otherwise would be. Further, Plaintiffs and the members of the Florida Sub-Class were deprived of the benefit of the bargain they reached at the time of purchase or lease.

302. Defendants' failure to disclose and active concealment of the Latching Device Defect in the Class Vehicles are material to Plaintiffs and the members of the Florida Sub-Class. A vehicle made by an honest and reputable manufacturer of

safe vehicles is worth more than an otherwise comparable vehicle made by a dishonest and disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly reports on and remedies them.

303. Plaintiffs and the members of the Florida Sub-Class suffered ascertainable losses caused by Defendants' misrepresentations and their failure to disclose material information. Had Plaintiffs and the members of the Florida Sub-Class been aware of the Latching Device Defect that existed in the Class Vehicles and Defendants' complete disregard for the safety of its consumers, Plaintiffs and the members of the Florida Sub-Class either would have not paid as much for their vehicles or would not have purchased or leased them at all. Plaintiffs and the members of the Florida Sub-Class did not receive the benefit of their bargain as a result of Defendants' misconduct.

304. Plaintiffs and the members of the Florida Sub-Class risk loss of use of their vehicles as a result of Defendants' act and omissions in violation of FDUTPA, and these violations present a continuing risk to Plaintiffs, the Florida Sub-Class, and the public in general. Defendants' unlawful act and practices complained of above affect the public interest.

305. As a direct and proximate result of Defendants' violations of the FDUTPA, Plaintiffs and the members of the Florida Sub-Class have suffered injury-in-fact and/or actual damage.

306. Plaintiffs and the members of the Florida Sub-Class are entitled to recover their actual damages, under FLA. STAT. § 501.211(2), and attorneys' fees under FLA. STAT. § 501.2105(1).

307. Plaintiffs and the members of the Florida Sub-Class also seek an order enjoining Defendants' unfair, unlawful, and deceptive practices, declaratory relief, attorneys' fees, and any other just and proper relief available under the FDUTPA.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**FLA. STAT. §§ 672.313, 680.21, AND 680.1031**  
**(ON BEHALF OF THE FLORIDA SUB-CLASS)**

308. Plaintiffs Gina Aprile and Theresa Gillespie (for purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the Florida Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

309. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

310. Defendants are and were at all relevant times "merchants" with respect of motor vehicles under FLA. STAT. §§ 672.104(1) and 680.1031(3)(k), and "sellers" of motor vehicles under § 672.103(1)(d).

311. With respect to leases, Defendants are and were at all relevant times "lessors" of motor vehicles under FLA. STAT. § 680.1031(1)(p).

312. The Class Vehicles are and were at all relevant times "goods" within the meaning of FLA. STAT. §§ 672.105(1) and 680.1031(1)(h).

313. Defendants provided Plaintiffs and members of the Florida Sub-Class with one or more express warranties in connection with the purchase or lease of Class Vehicles. For illustrative purposes, Defendants currently provide: (1) bumper-to-bumper coverage for six years or 72,000 miles, whichever came first; or (2) four years, or 50,000 miles, whichever comes first, on a bumper-to-bumper basis. Under the warranties provided to Plaintiffs and the Florida Sub-Class, Defendants promised to repair or replace covered defective components, at no cost to owners and lessees of the Class Vehicles. As alleged herein, Defendants breached these warranties.

314. Defendants represented in the maintenance schedules and warranty guides for the Class Vehicles that there would be no need to inspect, repair, replace or service the Latching Device prior to 280,000 miles. Such representations formed the basis of the bargain in Plaintiffs and members of the Florida Sub-Class's decisions to purchase or lease the Class Vehicles.

315. Defendants also marketed the Class Vehicles as high quality, reliable, and safe vehicles, and that Defendants would stand behind the quality of their products and promptly repair any defects. These statements helped conceal the existence of the Latching Device Defect and its corresponding safety risk from Plaintiffs and members of the Florida Sub-Class.

316. Plaintiffs and members of the Florida Sub-Class have had sufficient direct dealings with Defendants or their agents, their authorized dealerships, to

establish privity of contract between Defendants, on the one hand, and Plaintiffs and members of the Florida Sub-Class, on the other hand. Nonetheless, privity is not required here because Plaintiffs and each of the other members of the Classes are intended third-party beneficiaries of contracts between Defendants and their dealers. The dealers were not intended to be the ultimate users of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit purchasers and lessees of the Class Vehicles only.

317. Defendants' warranties formed a basis of the bargain that was reached when Plaintiffs and members of the Florida Sub-Class purchased or leased their Class Vehicles. Given that the nature of the Latching Device Defect is by design, the warranties are substantively unconscionable because Defendants knew that the Latching Device was defective and manipulated the warranties in such a manner to avoid paying the costs to repair and/or replace the Latching Device.

318. Plaintiffs and members of the Florida Sub-Class were induced to purchase or lease the Class Vehicles under false and/or fraudulent pretenses. Despite the existence of the warranties, Defendants failed to adequately inform Plaintiffs and members of the Florida Sub-Class that the Class Vehicles contained the Latching Device Defect and failed to provide a suitable repair or replacement of the Latching Device free of charge within a reasonable time.



319. On information and belief, Defendants have not suitably repaired or replaced the defective Latching Device free of charge for Plaintiffs and members of the Florida Sub-Class despite the existence of the Defect in the Class Vehicles at the time of sale or lease.

320. The warranties accompanying Class Vehicles were procedurally and substantively unconscionable because of the disparity in bargaining power of the parties, the purchasers' lack of knowledge that Class Vehicles were defective, the inability of Class Vehicle purchasers to bargain with Defendants to increase coverage of the warranties, their lack of knowledge, their lack of meaningful alternatives, disparity in sophistication of the parties, unfair terms in the warranty (including, but not limited to, exclusion of design defects that unfairly favored Defendants particularly where there were Class Vehicle defects known only to Defendants and the warranty unfairly shifted repair costs to consumers when the Defect manifests in the Class Vehicles during their reasonably expected life), absence of effective warranty competition, and the fact that Class Vehicles fail with substantially fewer miles of operation than competitive vehicles from other manufacturers or models much like the Class Vehicles without the Latching Device Defect.

321. The time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiffs and members of the Florida Sub-

Class. Among other things, Plaintiffs and members of the Florida Sub-Class did not determine these time limitations, the terms of which unreasonably favored Defendants. A gross disparity in bargaining power existed between Defendants and members of the Classes, and Defendants knew or should have known that the Class Vehicles were defective at the time of sale or lease and that the Latching Device Defect posed a safety risk.

322. Defendants were provided notice of the Latching Device Defect by numerous consumer complaints made to their authorized dealers nationwide, complaints to NHTSA and through their own testing. Affording Defendants a reasonable opportunity to cure their breach of written warranties would be unnecessary and futile here because Defendants have known of, concealed the Latching Device Defect, and have failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

323. Defendants were provided notice by Plaintiffs of their breach of express warranties by letter dated August 16, 2021. *See* Exhibit A. Despite this notice, Defendants did not cure their breach of express warranties and failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

324. Because of the Latching Device Defect, the Class Vehicles are not reliable and owners of these vehicles have lost confidence in the ability of Class Vehicles to perform the function of safe reliable transportation.

325. As a direct and proximate result of Defendants' breach of express warranties, Plaintiffs and members of the Florida Sub-Class have been damaged in an amount to be determined at trial.

326. In the alternative, should Defendants claim that the Latching Device Defect is covered under the warranties, the warranties now fail in its essential purpose because the contractual remedy is insufficient to make Plaintiffs and members of the Florida Sub-Class whole because, on information and belief, Defendants have failed and/or have refused to adequately provide the promised remedies within a reasonable time.

327. Finally, because of Defendants' breach of express warranty as set forth herein, Plaintiffs and members of the Florida Sub-Class assert, as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to Plaintiffs and members of the Florida Sub-Class of the purchase or lease price of all Class Vehicles currently owned or leased, and for such other incidental and consequential damages as allowed.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY**  
**FLA. STAT. §§ 672.314, 372.315, AND 680.1031**  
**(ON BEHALF OF THE FLORIDA SUB-CLASS)**

328. Plaintiffs Gina Aprile and Theresa Gillespie (for purposes of this count, “Plaintiffs”) brings this claim on behalf of themselves and the Florida Sub-Class against Defendants.

329. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

330. Plaintiffs and members of the Florida Sub-Class purchased or leased the Class Vehicles, manufactured by Defendants, from Defendants by and through their authorized agents for retail sales, or were otherwise expected to be the eventual purchasers of the Class Vehicles when bought from a third party. At all relevant times, Defendants were the manufacturer, distributor, warrantor, and/or seller of Class Vehicles. Defendants knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased.

331. Defendants are and were at all relevant times “merchants” with respect to motor vehicles under FLA. STAT. §§ 672.104(1) and 680.1031(3)(k), and “sellers” of motor vehicles under § 672.103(1)(d).

332. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under FLA. STAT. § 680.1031(1)(p).

333. The Class Vehicles are and were at all relevant times “goods” within the meaning of FLA. STAT. §§ 672.105(1) and 680.1031(1)(h).

334. Defendants impliedly warranted that the Class Vehicles were in merchantable condition and fit for ordinary purpose for which vehicles are used pursuant to FLA. STAT. § 672.314.

335. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and were and are not fit for the ordinary purpose of providing safe and reliable transportation pursuant to FLA. STAT. § 672.315. The Class Vehicles contain an inherent defect—the Latching Device Defect—(at the time of sale or lease and thereafter) and present an undisclosed safety risk to drivers and occupants. Thus, Defendants breached the implied warranty of merchantability.

336. Through their maintenance schedules, Defendants further represented that the defective Latching Device would not need periodic inspection, repair, or replacement before 280,000 miles and/or fraudulently concealed the need for periodic inspection, repair, or replacement of the Latching Device before 280,000 miles by omitting the Latching Device from the maintenance schedules. Defendants cannot disclaim their implied warranty as they knowingly sold or leased a defective product.

337. Plaintiffs and members of the Florida Sub-Class have had sufficient direct dealings with Defendants or their agents, their authorized dealerships, to

establish privity of contract between Defendants, on the one hand, and Plaintiffs and members of the Florida Sub-Class, on the other hand. Nonetheless, privity is not required here because Plaintiffs and each of the other members of the Class are intended third-party beneficiaries of contracts between Defendants and their dealers. The dealers were not intended to be the ultimate users of the Class Vehicles and have no rights under the implied warranty of merchantability provided with the Class Vehicles.

338. Defendants were provided notice of the Latching Device Defect by numerous consumer complaints made to their authorized dealers nationwide, complaints to NHTSA, and through their own testing. Affording Defendants a reasonable opportunity to cure their breach of implied warranties would be unnecessary and futile here because Defendants have known of and concealed the Latching Device Defect and, on information and belief, have refused to repair or replace the defective Latching Device free of charge within a reasonable time.

339. Defendants were further provided notice by Plaintiffs of their breach of implied warranties by letter dated August 16, 2021. *See* Exhibit A. Despite this notice, Defendants did not cure their breach of implied warranties and failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

340. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiffs and members of the Florida Sub-Class have been damaged in an amount to be proven at trial.

341. Any attempt by Defendants to disclaim or limit the implied warranty of merchantability vis-à-vis consumers is unconscionable and unenforceable here. Specifically, any limitation on Defendants' warranty is unenforceable because they knowingly sold or leased a defective product without informing consumers about the Defect. Any applicable time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiffs and members of the Florida Sub-Class. Among other things, Plaintiffs and members of the Florida Sub-Class did not determine these limitations, the terms of which unreasonably favored Defendants. A gross disparity in bargaining power existed between Defendants and members of the Florida Sub-Class, and Defendants knew or should have known that the Class Vehicles were defective at the time of sale or lease and that the Latching Device Defect posed a safety risk.

342. Plaintiffs and members of the Florida Sub-Class have been excused from performance of any warranty obligations as a result of Defendants' conduct described herein.

343. Any applicable statute of limitations for the implied warranty claim has been tolled by the discovery rule and/or fraudulent concealment.

**C. Kentucky Counts**

**COUNT I  
VIOLATION OF KENTUCKY CONSUMER PROTECTION ACT  
KENTUCKY REV. STAT. §§ 367.110, *ET. SEQ.*  
(ON BEHALF OF THE KENTUCKY SUB-CLASS)**

344. Plaintiff Talina Henderson (for purposes of this count, “Plaintiff”) brings this claim on behalf of herself and the Kentucky Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

345. Plaintiff re-alleges and incorporates by reference all preceding allegations as though fully set forth herein.

346. Under the Kentucky Consumer Protection Act (“Kentucky CPA”) Plaintiff, members of the Kentucky Sub-Class, and Defendants are “person[s]” within the meaning of Kentucky Rev. Stat. § 367.110.

347. Defendants were and are engaged in “trade” or “commerce” within the meaning of Kentucky Rev. Stat. § 367.110.

348. The Kentucky CPA prohibits “[u]nfair, false, misleading, or deceptive acts or practices in the conduct of any trade or commerce.” Kentucky Rev. Stat. § 367.170.

349. Plaintiff and members of the Kentucky Sub-Class “purchase[d] or lease[d] goods or services primarily for personal, family or household purposes and thereby suffer[ed] an[] ascertainable loss of money or property.” Kentucky Rev. Stat. § 367.220.



350. In the course of Defendants' business, Defendants violated the Kentucky CPA by failing to disclose and actively concealing the dangers and risks posed by the Class Vehicles and/or the defective Latching Devices installed in them, as described above. Specifically, in marketing, offering for sale, and selling the Class Vehicles with defective Latching Devices installed in them, Defendants engaged in one or more of the following unfair or deceptive acts or practices: representing that the Class Vehicles and/or the defective Latching Devices installed in them have characteristics or benefits that they do not have; representing that they are of a particular standard and quality when they are not; and/or advertising them with the intent no to sell them as advertised.

351. Defendants have known of the Latching Device Defect in their Class Vehicles and failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Latching Devices installed in them.

352. By failing to disclose and by actively concealing the Latching Device Defect in the Class Vehicles, by marketing them as safe, reliable, and of high quality, and by presenting themselves as reputable manufacturers that value safety, Defendants engaged in unfair and deceptive business practices in violation of the Kentucky CPA. Defendants deliberately withheld the information about the propensity of the defective Latching Devices and the associated safety risks.

353. Defendants' unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead, tended to create a false impression in consumers, were likely to and did in fact deceive reasonable consumers, including the members of the Kentucky Sub-Class, about the true safety and reliability of Class Vehicles and/or the defective Latching Devices installed in them, the quality of Defendants' brands, and the true value of the Class Vehicles.

354. Defendants intentionally and knowingly misrepresented and concealed, suppressed and/or omitted facts regarding the Latching Device Defect with the intent to mislead Plaintiff and members of the Kentucky Sub-Class. Defendants knew, or should have known, that the Latching Device was defective in its design and that the manufacturer's warranties were manipulated in such a manner so that Defendants could avoid for the costs of repair and/or replacement. Defendants also knew, or should have known, that the Latching Device Defect in the Class Vehicles could cause the seats to slam forward during deceleration. Further, Defendants knew, or should have known, that such failure would place vehicle operators and passengers at risk for serious injury.

355. Defendants knew or should have known that their conduct violated the Kentucky CPA.

356. As alleged above, Defendants made material statements about the safety and reliability of the Class Vehicles and/or the defective Latching Devices installed in them that were either false or misleading.

357. To protect their profits and to avoid remediation costs and a public relations nightmare, Defendants concealed the dangers and risks posed by the Class Vehicles and/or the defective Latching Devices installed in them and their associated safety risk, and allowed unsuspecting new and used car purchasers to continue to buy/lease the Class Vehicles, and allowed them to continue driving highly dangerous vehicles.

358. Defendants owed members of the Kentucky Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Latching Device Defect because Defendants:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from the Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from the Class that contradicted these representations.

359. Because Defendants fraudulently concealed the Latching Device Defect in Class Vehicles, and disclosure of the Latching Device Defect would cause

a reasonable consumer to be deterred from purchasing the Class Vehicles, members of the Kentucky Sub-Class overpaid for the Class Vehicles and the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Defendants' conduct, they are now worth significantly less than they otherwise would be.

360. Defendants' failure to disclose and active concealment of the dangers and risks posed by the Latching Device Defect in Class Vehicles were material to members of the Kentucky Sub-Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

361. Members of the Kentucky Sub-Class suffered ascertainable loss caused by Defendants' misrepresentations and their failure to disclose material information. Had they been aware of the Latching Device Defect that existed in the Class Vehicles, and Defendants' complete disregard for safety, the members of the Class either would have paid less for their vehicles or would not have purchased or leased them at all. The members of the Kentucky Sub-Class had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

362. Members of the Kentucky Sub-Class did not receive the benefit of their bargain as a result of Defendants' misconduct.

363. As a direct and proximate result of Defendants' violations of the Kentucky CPA, members of the Kentucky Sub-Class have suffered injury-in-fact and/or actual damage.

364. Pursuant to Kentucky Rev. Stat. § 367.220, members of the Kentucky Sub-Class seek monetary relief against Defendants measured as the greater of (a) actual damages in an amount to be determined at trial and (b) statutory damages in the amount of \$25 for each member of the Class. Because Defendants' conduct was committed willfully and knowingly, the members of the Kentucky Sub-Class are entitled to recover, for each member, up to three times actual damages, but no less than two times actual damages.

365. Defendants were provided notice of the issues raised in this Count and this Complaint, as detailed above. In addition, on August 16, 2021, a notice letter was sent on behalf of members of the Kentucky Sub-Class to Defendants pursuant to KRS § 367.220. *See* Exhibit A. Because Defendants failed to remedy their unlawful conduct within the requisite time-period, members of the Kentucky Sub-Class seek all damages and relief to which they are entitled.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**KENTUCKY REV. STAT. §§ 367.110, ET. SEQ.**  
**(ON BEHALF OF THE KENTUCKY SUB-CLASS)**

366. Plaintiff Talina Henderson (for purposes of this count, “Plaintiff”) brings this claim on behalf of herself and the Kentucky Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

367. Plaintiff re-alleges and incorporates by reference all preceding allegations as though fully set forth herein.

368. The Class Vehicles are and were at all relevant times “goods” within the meaning of Kentucky Rev. Stat. §§ 355.2-105(1) and 355.2A-103(h).

369. Volkswagen was at all relevant times a “seller” and “merchant” with respect to the Class Vehicles under Kentucky Rev. Stat. §§ 355.2-103 and 355.2-104, and, with respect to leases, is and was at all relevant times a “lessor” of the Class Vehicles under Kentucky Rev. Stat. § 355.2A-103.

370. Plaintiff and Class Members are “buyers” or “lessees” within the meaning of Kentucky Rev. Stat. §§ 355.2-103(1) and 355.2A-103(n).

371. Defendants provided Plaintiff and Class Members express warranties for the Class Vehicles under Kentucky Rev. Stat. §§ 355.2-313.

372. Defendants provided Plaintiff and members of the Kentucky Sub-Class with one or more express warranties in connection with the purchase or lease of Class Vehicles. For illustrative purposes, Defendants currently provide: (1) bumper-

to-bumper coverage for six years or 72,000 miles, whichever came first; or (2) four years, or 50,000 miles, whichever comes first, on a bumper-to-bumper basis. Under the warranties provided to Plaintiff and the Kentucky Sub-Class, Defendants promised to repair or replace covered defective components, at no cost to owners and lessees of the Class Vehicles. As alleged herein, Defendants breached these warranties.

373. Defendants represented in the maintenance schedules and warranty guides for the Class Vehicles that there would be no need to inspect, repair, replace or service the Latching Device prior to 280,000 miles. Such representations formed the basis of the bargain in Plaintiff and members of the Kentucky Sub-Class's decisions to purchase or lease the Class Vehicles.

374. Defendants also marketed the Class Vehicles as high quality, reliable, and safe vehicles, and that Defendants would stand behind the quality of their products and promptly repair any defects. These statements helped conceal the existence of the Latching Device Defect and its corresponding safety risk from Plaintiff and members of the Kentucky Sub-Class.

375. Plaintiff and members of the Kentucky Sub-Class have had sufficient direct dealings with Defendants or their agents, their authorized dealerships, to establish privity of contract between Defendants, on the one hand, and Plaintiff and members of the Kentucky Sub-Class, on the other hand. Nonetheless, privity is not

required here because Plaintiff and each of the other members of the Classes are intended third-party beneficiaries of contracts between Defendants and their dealers. The dealers were not intended to be the ultimate users of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit purchasers and lessees of the Class Vehicles only.

376. Defendants' warranties formed a basis of the bargain that was reached when Plaintiff and members of the Kentucky Sub-Class purchased or leased their Class Vehicles. Given that the nature of the Latching Device Defect is by design, the warranties are substantively unconscionable because Defendants knew that the Latching Device was defective and manipulated the warranties in such a manner to avoid paying the costs to repair and/or replace the Latching Device.

377. Plaintiff and members of the Kentucky Sub-Class were induced to purchase or lease the Class Vehicles under false and/or fraudulent pretenses. Despite the existence of the warranties, Defendants failed to adequately inform Plaintiff and members of the Kentucky Sub-Class that the Class Vehicles contained the Latching Device Defect and failed to provide a suitable repair or replacement of the Latching Device free of charge within a reasonable time.

378. On information and belief, Defendants have not suitably repaired or replaced the defective Latching Device free of charge for Plaintiff and members of



the Kentucky Sub-Class despite the existence of the Defect in the Class Vehicles at the time of sale or lease.

379. The warranties accompanying Class Vehicles were procedurally and substantively unconscionable because of the disparity in bargaining power of the parties, the purchasers' lack of knowledge that Class Vehicles were defective, the inability of Class Vehicle purchasers to bargain with Defendants to increase coverage of the warranties, their lack of knowledge, their lack of meaningful alternatives, disparity in sophistication of the parties, unfair terms in the warranty (including, but not limited to, exclusion of design defects that unfairly favored Defendants particularly where there were Class Vehicle defects known only to Defendants and the warranty unfairly shifted repair costs to consumers when the Defect manifests in the Class Vehicles during their reasonably expected life), absence of effective warranty competition, and the fact that Class Vehicles fail with substantially fewer miles of operation than competitive vehicles from other manufacturers or models much like the Class Vehicles without the Latching Device Defect.

380. The time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiff and members of the Kentucky Sub-Class. Among other things, Plaintiff and members of the Kentucky Sub-Class did not determine these time limitations, the terms of which unreasonably favored

Defendants. A gross disparity in bargaining power existed between Defendants and members of the Classes, and Defendants knew or should have known that the Class Vehicles were defective at the time of sale or lease and that the Latching Device Defect posed a safety risk.

381. Defendants were provided notice of the Latching Device Defect by numerous consumer complaints made to their authorized dealers nationwide, complaints to NHTSA and through their own testing. Affording Defendants a reasonable opportunity to cure their breach of written warranties would be unnecessary and futile here because Defendants have known of, concealed the Latching Device Defect, and have failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

382. Defendants were provided notice by Plaintiff of their breach of express warranties by letter dated August 16, 2021. *See* Exhibit A. Despite this notice, Defendants did not cure their breach of express warranties and failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

383. Because of the Latching Device Defect, the Class Vehicles are not reliable and owners of these vehicles have lost confidence in the ability of Class Vehicles to perform the function of safe reliable transportation.

384. As a direct and proximate result of Defendants' breach of express warranties, Plaintiff and members of the Kentucky Sub-Class have been damaged in an amount to be determined at trial.

385. In the alternative, should Defendants claim that the Latching Device Defect is covered under the warranties, the warranties now fail in its essential purpose because the contractual remedy is insufficient to make Plaintiff and members of the Kentucky Sub-Class whole because, on information and belief, Defendants have failed and/or have refused to adequately provide the promised remedies within a reasonable time.

386. Finally, because of Defendants' breach of express warranty as set forth herein, Plaintiff and members of the Kentucky Sub-Class assert, as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to Plaintiff and members of the Kentucky Sub-Class of the purchase or lease price of all Class Vehicles currently owned or leased, and for such other incidental and consequential damages as allowed.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**KENTUCKY REV. STAT. §§ 355.2, ET. SEQ.**  
**(ON BEHALF OF THE KENTUCKY SUB-CLASS)**

387. Plaintiff Talina Henderson (for purposes of this count, "Plaintiff") brings this claim on behalf of herself and the Kentucky Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

388. Plaintiff re-alleges and incorporates by reference all preceding allegations as though fully set forth herein.

389. The Class Vehicles are and were at all relevant times “goods” within the meaning of Kentucky Rev. Stat. §§ 355.2-105(1) and 355.2A-103(h).

390. Volkswagen was at all relevant times a “seller” and “merchant” with respect to the Class Vehicles under Kentucky Rev. Stat. §§ 355.2-103 and 355.2-104, and, with respect to leases, is and was at all relevant times a “lessor” of the Class Vehicles under Kentucky Rev. Stat. § 355.2A-103.

391. Plaintiff and Class Members are “buyers” or “lessees” within the meaning of Kentucky Rev. Stat. §§ 355.2-103(1) and 355.2A-103(n).

392. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to A Kentucky Rev. Stat. §§ 355.2-314.

393. Plaintiff and the Kentucky Sub-Class bought or leased Class Vehicles manufactured, marketed to them, warranted, and intended to be purchased by buyers or lessees such as them, by Volkswagen, and are in privity with Volkswagen through their purchases.

394. Plaintiff and the Kentucky Sub-Class have had sufficient direct dealings with either Volkswagen or its agents (dealerships) to establish privity of contract between Plaintiff, the Kentucky Sub-Class, and Volkswagen. Further, the

written, express warranties issued by Volkswagen with buyers/lessees of the Class Vehicles as its intended beneficiaries create a direct contractual relationship between Volkswagen and Plaintiff and the Kentucky Sub-Class.

395. Further, Plaintiff and Class Members are intended third-party beneficiaries of contracts between Volkswagen and its dealers; specifically, they are the intended beneficiaries of Volkswagen's express and implied warranties. The dealers were not intended to be the ultimate buyers or lessees of the Class Vehicles and have no rights under the warranties provided with the Class Vehicles; the warranties were designed for and intended to benefit the ultimate buyers and lessees only. Moreover, privity is not required where a manufacturer makes representations directly to intended buyers and lessees, as Volkswagen did here.

396. When it sold or leased its Class Vehicles, Volkswagen extended an implied and express warranty to Class Members that the subject vehicles were merchantable and fit for the ordinary purpose for which they were sold or leased, pursuant to Kentucky Rev. Stat. §§ 355.2-314 and 355.2A-212.

397. The Class Vehicles and/or the Latching Device Defect, when sold and at all times thereafter, were not merchantable and are not fit for the ordinary purpose for which cars are used. Specifically, they are inherently defective and dangerous in that the Latching Device: (a) fails to properly secure rear-seats during deceleration and/or in an accident or collision; and (b) does not secure occupants upon failure.

398. Any attempt by Volkswagen to disclaim the implied warranty of merchantability is unenforceable and unconscionable because it does not meet the requirements of Kentucky Rev. Stat. § 355.2-316(2).

399. Defendants were further provided notice by Plaintiffs of their breach of implied warranties by letter dated August 16, 2021. *See* Exhibit A. Further, Defendants were provided notice of these issues by their knowledge of the issues, by customer complaints, by numerous online complaints, by internal investigations for prior recalls, and by numerous communications sent by the consumers.

400. As a direct and proximate result of Defendants' breach of the warranties of merchantability, Plaintiff and the Kentucky Consumer Sub-Class have been damaged in an amount to be proven at trial.

**D. Massachusetts Counts**

**COUNT I  
VIOLATION OF THE MASS. CONSUMER PROTECTION ACT  
MASS. GEN. LAWS CH. 93A, § 1, *ET SEQ.*  
(ON BEHALF THE MASSACHUSETTS SUB-CLASS)**

401. Plaintiffs Diana Ferrara and Lauren Daly (for purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the Massachusetts Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

402. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

403. Plaintiffs, members of the Massachusetts Sub-Class, and Defendants are “persons” within the meaning of MASS. GEN. LAWS ch. 93A, §1(a) who purchased and/or leased Class Vehicles for personal, family or household use.

404. Defendants were and are engaged in “trade or commerce” within the meaning of MASS. GEN. LAWS ch. 93A, § 1(b).

405. The Massachusetts Consumer Protection Act (“Massachusetts CPA”) prohibits “unfair or deceptive act or practices in the conduct of any trade or commerce.” MASS. GEN. LAWS ch. 93A, § 2.

406. In the course of Defendants’ business, Defendants violated the Massachusetts CPA by failing to disclose and actively concealing the dangers and risks posed by the Class Vehicles and/or the defective Latching Devices installed in them, as described above. Specifically, in marketing, offering for sale, and selling the Class Vehicles with defective Latching Devices installed in them, Defendants engaged in one or more of the following unfair or deceptive acts or practices: representing that the Class Vehicles and/or the defective Latching Devices installed in them have characteristics or benefits that they do not have; representing that they are of a particular standard and quality when they are not; and/or advertising them with the intent not to sell them as advertised.

407. Defendants have known of the Latching Device Defect in their Class Vehicles and failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Latching Devices installed in them.

408. By failing to disclose and by actively concealing the Latching Device Defect in the Class Vehicles, by marketing them as safe, reliable, and of high quality, and by presenting themselves as reputable manufacturers that value safety, Defendants engaged in unfair and deceptive business practices in violation of the Massachusetts CPA. Defendants deliberately withheld the information about the propensity of the defective Latching Devices and the associated safety risks.

409. Defendants' unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead, tended to create a false impression in consumers, were likely to and did in fact deceive reasonable consumers, including the members of the Massachusetts Sub-Class, about the true safety and reliability of Class Vehicles and/or the defective Latching Devices installed in them, the quality of Defendants' brands, and the true value of the Class Vehicles.

410. Defendants intentionally and knowingly misrepresented and concealed, suppressed and/or omitted facts regarding the Latching Device Defect with the intent to mislead Plaintiffs and members of the Massachusetts Sub-Class. Defendants knew, or should have known, that the Latching Device was defective in its design



and that the manufacturer's warranties were manipulated in such a manner so that Defendants could avoid for the costs of repair and/or replacement. Defendants also knew, or should have known, that the Latching Device Defect in the Class Vehicles could cause the seats to slam forward during deceleration. Further, Defendants knew, or should have known, that such failure would place vehicle operators and passengers at risk for serious injury.

411. Defendants knew or should have known that their conduct violated the Massachusetts CPA.

412. As alleged above, Defendants made material statements about the safety and reliability of the Class Vehicles and/or the defective Latching Devices installed in them that were either false or misleading.

413. To protect their profits and to avoid remediation costs and a public relations nightmare, Defendants concealed the dangers and risks posed by the Class Vehicles and/or the defective Latching Devices installed in them and their associated safety risk, and allowed unsuspecting new and used car purchasers to continue to buy/lease the Class Vehicles, and allowed them to continue driving highly dangerous vehicles.

414. Defendants owed members of the Massachusetts Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Latching Device Defect because Defendants:

- (a) Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- (b) Intentionally concealed the foregoing from the Class; and/or
- (c) Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from the Class that contradicted these representations.

415. Because Defendants fraudulently concealed the Latching Device Defect in Class Vehicles, and disclosure of the Latching Device Defect would cause a reasonable consumer to be deterred from purchasing the Class Vehicles, members of the Massachusetts Sub-Class overpaid for the Class Vehicles and the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Defendants' conduct, they are now worth significantly less than they otherwise would be.

416. Defendants' failure to disclose and active concealment of the dangers and risks posed by the Latching Device Defect in Class Vehicles were material to members of the Massachusetts Sub-Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

417. Members of the Massachusetts Sub-Class suffered ascertainable loss caused by Defendants' misrepresentations and their failure to disclose material information. Had they been aware of the Latching Device Defect that existed in the Class Vehicles, and Defendants' complete disregard for safety, the members of the Class either would have paid less for their vehicles or would not have purchased or leased them at all. The members of the Massachusetts Sub-Class had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

418. Members of the Massachusetts Sub-Class did not receive the benefit of their bargain as a result of Defendants' misconduct.

419. As a direct and proximate result of Defendants' violations of the Massachusetts CPA, members of the Massachusetts Sub-Class have suffered injury-in-fact and/or actual damage.

420. Pursuant to MASS. GEN. LAWS ch. 93A, §9, members of the Massachusetts Sub-Class seek monetary relief against Defendants measured as the greater of (a) actual damages in an amount to be determined at trial and (b) statutory damages in the amount of \$25 for each member of the Class. Because Defendants' conduct was committed willfully and knowingly, the members of the Massachusetts Sub-Class are entitled to recover, for each member, up to three times actual damages, but no less than two times actual damages.

421. Defendants were provided notice of the issues raised in this Count and this Complaint, as detailed above. In addition, on August 16, 2021, a notice letter was sent on behalf of members of the Massachusetts Sub-Class to Defendants pursuant to MASS. GEN. LAWS ch. 93A, §9(3). *See* Exhibit A. Because Defendants failed to remedy their unlawful conduct within the requisite time-period, members of the Massachusetts Sub-Class seek all damages and relief to which they are entitled.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**MASS. GEN. LAWS CH. 106, §§ 2-313, 2A-103, AND 2A-210 ET SEQ.**  
**(ON BEHALF OF THE MASSACHUSETTS SUB-CLASS)**

422. Plaintiffs Diana Ferrara and Lauren Daly (for purposes of this count, “Plaintiffs”) brings this claim on behalf of themselves and the Massachusetts Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

423. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

424. Defendants are and were at all relevant times “merchants” with respect to motor vehicles under MASS. GEN. LAWS ch. 106 § 2-104(a), and “sellers” and “lessors” of motor vehicles under § 2-103(1)(d) and § 2A-103(1)(p).

425. 354. The Class members are and were at all relevant times “buyers” with respect to the Class Vehicles under MASS. GEN. LAWS ch. 106 § 2-103(1)(a).

426. 355. The Class Vehicles are and were at all relevant times “goods” within the meaning of MASS. GEN. LAWS ch. 106 §§2-105(1) and 2A-103(1)(h).

427. Defendants provided Plaintiffs and members of the Massachusetts Sub-Class with one or more express warranties in connection with the purchase or lease of Class Vehicles. For illustrative purposes, Defendants currently provide: (1) bumper-to-bumper coverage for six years or 72,000 miles, whichever came first; or (2) four years, or 50,000 miles, whichever comes first, on a bumper-to-bumper basis. Under the warranties provided to Plaintiffs and the Massachusetts Sub-Class, Defendants promised to repair or replace covered defective components, at no cost to owners and lessees of the Class Vehicles. As alleged herein, Defendants breached these warranties.

428. Defendants represented in the maintenance schedules and warranty guides for the Class Vehicles that there would be no need to inspect, repair, replace or service the Latching Device prior to 280,000 miles. Such representations formed the basis of the bargain in Plaintiffs and members of the Massachusetts Sub-Class’s decisions to purchase or lease the Class Vehicles.

429. Defendants also marketed the Class Vehicles as high quality, reliable, and safe vehicles, and that Defendants would stand behind the quality of their products and promptly repair any defects. These statements helped conceal the

existence of the Latching Device Defect and its corresponding safety risk from Plaintiffs and members of the Massachusetts Sub-Class.

430. Plaintiffs and members of the Massachusetts Sub-Class have had sufficient direct dealings with Defendants or their agents, their authorized dealerships, to establish privity of contract between Defendants, on the one hand, and Plaintiffs and members of the Massachusetts Sub-Class, on the other hand. Nonetheless, privity is not required here because Plaintiffs and each of the other members of the Classes are intended third-party beneficiaries of contracts between Defendants and their dealers. The dealers were not intended to be the ultimate users of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit purchasers and lessees of the Class Vehicles only.

431. Defendants' warranties formed a basis of the bargain that was reached when Plaintiffs and members of the Massachusetts Sub-Class purchased or leased their Class Vehicles. Given that the nature of the Latching Device Defect is by design, the warranties are substantively unconscionable because Defendants knew that the Latching Device was defective and manipulated the warranties in such a manner to avoid paying the costs to repair and/or replace the Latching Device.

432. Plaintiffs and members of the Massachusetts Sub-Class were induced to purchase or lease the Class Vehicles under false and/or fraudulent pretenses.

Despite the existence of the warranties, Defendants failed to adequately inform Plaintiffs and members of the Massachusetts Sub-Class that the Class Vehicles contained the Latching Device Defect and failed to provide a suitable repair or replacement of the Latching Device free of charge within a reasonable time.

433. On information and belief, Defendants have not suitably repaired or replaced the defective Latching Device free of charge for Plaintiffs and members of the Massachusetts Sub-Class despite the existence of the Defect in the Class Vehicles at the time of sale or lease.

434. The warranties accompanying Class Vehicles were procedurally and substantively unconscionable because of the disparity in bargaining power of the parties, the purchasers' lack of knowledge that Class Vehicles were defective, the inability of Class Vehicle purchasers to bargain with Defendants to increase coverage of the warranties, their lack of knowledge, their lack of meaningful alternatives, disparity in sophistication of the parties, unfair terms in the warranty (including, but not limited to, exclusion of design defects that unfairly favored Defendants particularly where there were Class Vehicle defects known only to Defendants and the warranty unfairly shifted repair costs to consumers when the Defect manifests in the Class Vehicles during their reasonably expected life), absence of effective warranty competition, and the fact that Class Vehicles fail with substantially fewer miles of operation than competitive vehicles from other

manufacturers or models much like the Class Vehicles without the Latching Device Defect.

435. The time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiffs and members of the Massachusetts Sub-Class. Among other things, Plaintiffs and members of the Massachusetts Sub-Class did not determine these time limitations, the terms of which unreasonably favored Defendants. A gross disparity in bargaining power existed between Defendants and members of the Classes, and Defendants knew or should have known that the Class Vehicles were defective at the time of sale or lease and that the Latching Device Defect posed a safety risk.

436. Defendants were provided notice of the Latching Device Defect by numerous consumer complaints made to their authorized dealers nationwide, complaints to NHTSA and through their own testing. Affording Defendants a reasonable opportunity to cure their breach of written warranties would be unnecessary and futile here because Defendants have known of, concealed the Latching Device Defect, and have failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

437. Defendants were provided notice by Plaintiffs of their breach of express warranties by letter dated August 16, 2021. *See* Exhibit A. Despite this notice, Defendants did not cure their breach of express warranties and failed to provide a



suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

438. Because of the Latching Device Defect, the Class Vehicles are not reliable and owners of these vehicles have lost confidence in the ability of Class Vehicles to perform the function of safe reliable transportation.

439. As a direct and proximate result of Defendants' breach of express warranties, Plaintiffs and members of the Massachusetts Sub-Class have been damaged in an amount to be determined at trial.

440. In the alternative, should Defendants claim that the Latching Device Defect is covered under the warranties, the warranties now fail in its essential purpose because the contractual remedy is insufficient to make Plaintiffs and members of the Massachusetts Sub-Class whole because, on information and belief, Defendants have failed and/or have refused to adequately provide the promised remedies within a reasonable time.

441. Finally, because of Defendants' breach of express warranty as set forth herein, Plaintiffs and members of the Massachusetts Sub-Class assert, as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to Plaintiffs and members of the Massachusetts Sub-Class of the purchase or lease price of all Class Vehicles currently owned or leased, and for such other incidental and consequential damages as allowed.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY**  
**MASS. GEN. LAWS CH. 106 §§ 2-314 AND 2A-212**  
**(ON BEHALF OF THE MASSACHUSETTS SUB-CLASS)**

442. Plaintiffs Diana Ferrara and Lauren Daly (for purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the Massachusetts Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

443. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

444. Defendants are and were at all relevant times “merchants” with respect to motor vehicles under MASS. GEN. LAWS ch. 106 §2-104(1), and “sellers” and “lessors” of motor vehicles under §2-103(1)(d) and §2A-103(1)(p).

445. The Class Vehicles are and were at all relevant times “goods” within the meaning of MASS. GEN. LAWS ch. 106 §§2-105(1) and 2A-103(1)(h).

446. Plaintiffs and members of the Massachusetts Sub-Class purchased or leased the Class Vehicles from Defendants by and through Defendants’ authorized agents for retail sales, or were otherwise expected to be the eventual purchasers of the Class Vehicles when bought from a third party. At all relevant times, Defendants were the manufacturers, distributors, warrantors and/or sellers of Class Vehicles. Defendants knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased.

447. A warranty that the Class Vehicles and/or the defective Latching Devices installed in them were in merchantable condition and fit for the ordinary purpose for which such goods are used is implied by law pursuant to MASS. GEN. LAWS ch. 106 §§2-314 and 2A-212.

448. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and were and are not fit for the ordinary purpose of providing safe and reliable transportation. The Class Vehicles contain an inherent defect—the Latching Device Defect—at the time of sale or lease and thereafter) and present an undisclosed safety risk to drivers and occupants. Thus, Defendants breached their implied warranty of merchantability.

449. Through their maintenance schedules, Defendants further represented that the defective Latching Device would not need periodic inspection, repair or replacement before 280,000 miles and/or fraudulently concealed the need for periodic inspection, repair or replacement of the Latching Device before 280,000 miles by omitting the Latching Device from the maintenance schedules. Defendants cannot disclaim their implied warranty as they knowingly sold or leased a defective product.

450. Plaintiffs and members of the Massachusetts Sub-Class have had sufficient direct dealings with Defendants or their agents, their authorized dealerships, to establish privity of contract between Defendants, on the one hand,

and Plaintiffs and members of the Massachusetts Sub-Class, on the other hand. Nonetheless, privity is not required here because Plaintiffs and each of the other members of the Class are intended third-party beneficiaries of contracts between Defendants and their dealers. The dealers were not intended to be the ultimate users of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit purchasers and lessees of the Class Vehicles only.

451. Defendants were provided notice of the Latching Device Defect by numerous consumer complaints made to their authorized dealers nationwide, complaints to NHTSA and through their own testing. Affording Defendants a reasonable opportunity to cure their breach of implied warranties would be unnecessary and futile here because Defendants have known of and concealed the Latching Device Defect and, on information and belief, have refused to repair or replace the defective Latching Device free of charge within a reasonable time.

452. Defendants were further provided notice by Plaintiffs of their breach of implied warranties by letter dated August 16, 2021. *See* Exhibit A. Despite this notice, Defendants did not cure their breach of implied warranties and failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

453. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiffs and members of the Massachusetts Sub-Class have been damaged in an amount to be proven at trial.

454. Any attempt by Defendants to disclaim or limit the implied warranty of merchantability vis-à-vis consumers is unconscionable and unenforceable here. Specifically, any limitation on Defendants' warranty is unenforceable because they knowingly sold or leased a defective product without informing consumers about the Defect. Any applicable time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiffs and members of the Massachusetts Sub-Class. Among other things, Plaintiffs and members of the Massachusetts Sub-Class did not determine these limitations, the terms of which unreasonably favored Defendants. A gross disparity in bargaining power existed between Defendants and members of the Massachusetts Sub-Class, and Defendants knew or should have known that the Class Vehicles were defective at the time of sale or lease and that the Latching Device Defect posed a safety risk.

455. Plaintiffs and members of the Massachusetts Sub-Class have been excused from performance of any warranty obligations as a result of Defendants' conduct described herein.

456. The applicable statute of limitations for the implied warranty claim has been tolled by the discovery rule and/or fraudulent concealment.

**E. Michigan Counts**

**COUNT I  
VIOLATIONS OF THE MICHIGAN CONSUMER PROTECTION ACT  
("MCPA"), MICH. COMP. LAWS § 445.901, *ET SEQ.*  
(ON BEHALF THE MICHIGAN SUB-CLASS)**

457. Plaintiff Shane McDonald (for purposes of this count, "Plaintiff") brings this claim on behalf of himself and the Michigan Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

458. Plaintiff re-alleges and incorporates by reference all preceding allegations as though fully set forth herein.

459. Plaintiff and members of the Michigan Sub-Class are "persons" within the meaning of the MCPA. *See* MICH. COMP. LAWS § 445.902(1)(d).

460. Plaintiff and members of the Michigan Sub-Class are permitted to bring this action for injunctive relief and actual damages under the MCPA. *See* MICH. COMP. LAWS § 445.911.

461. Defendants are "persons" engaged in "trade or commerce" within the meaning of the MCPA. *See* MICH. COMP. LAWS §§ 445.902(1)(d) and (g).

462. The MCPA prohibits "[u]nfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce . . ." MICH. COMP. LAWS § 445.903(1). Defendants engaged in unfair, unconscionable, or deceptive methods, acts or practices prohibited by the MCPA, including, inter alia: "[r]epresenting that goods or services have . . . characteristics . . . that they do not have"; "[r]epresenting

that goods or services are of a particular standard, quality, or grade . . . if they are of another”; “[f]ailing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer”; “[m]aking a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is”; and “[f]ailing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner.”

MICH. COMP. LAWS § 445.903(1).

463. Defendants violated the MCPA by employing unfair, unconscionable, or deceptive acts or practices, and/or by engaging in fraud, misrepresentations, concealment, suppression and/or omissions of material facts with the intent that others rely upon such concealment, suppression and/or omissions, in connection with the sale and/or lease of Class Vehicles.

464. Defendants knowingly concealed, suppressed and/or omitted material facts regarding the Latching Device Defect and its corresponding safety risk, and misrepresented the standard, quality or grade of the Class Vehicles, which directly caused harm to Plaintiff and members of the Michigan Sub-Class. Plaintiff and members of the Michigan Sub-Class could not reasonably have known about the Latching Device Defect and its corresponding safety risk as the information was in the superior and exclusive control of Defendants.

465. Defendants intentionally and knowingly misrepresented and concealed, suppressed and/or omitted facts regarding the Latching Device Defect with the intent to mislead Plaintiff and members of the Michigan Sub-Class. Defendants knew, or should have known, that the Latching Device was defective. Defendants also knew, or should have known, that the Latching Device Defect in the Class Vehicles could cause the seats to slam forward during deceleration. Further, Defendants knew, or should have known, that such failure would place vehicle operators and passengers at risk for serious injury.

466. Defendants owed a duty to disclose the Latching Device Defect and its corresponding safety risk to Plaintiff and members of the Michigan Sub-Class because they possessed superior and exclusive knowledge regarding the Defect and the risks associated with the Latching Device. Rather than disclose the Defect, Defendants engaged in unfair, unconscionable and deceptive trade practices in order to sell additional Class Vehicles and wrongfully transfer the cost of repair or replacement of the Latching Device to Plaintiff and members of the Michigan Sub-Class.

467. Defendants' unfair, unconscionable and deceptive acts, affirmative misrepresentations and/or material omissions regarding the Latching Device Defect were intended to mislead consumers and misled Plaintiff and members of the Michigan Sub-Class.



468. At all relevant times, Defendants' unfair, unconscionable and deceptive acts, affirmative misrepresentations and/or omissions regarding the Latching Device Defect and its corresponding safety risk were material to Plaintiff and members of the Michigan Sub-Class. When Plaintiff and members of the Michigan Sub-Class purchased or leased their Class Vehicles, they reasonably relied on the reasonable expectation that the Class Vehicles' Latching Devices were free from latent defects or alternatively, would be covered under Defendants' express warranties. Had Defendants disclosed that the Latching Device may fail and/or create an unavoidable safety risk, Plaintiff and members of the Michigan Sub-Class would not have purchased or leased the Class Vehicles, or would have paid less for their vehicles.

469. Defendants had a continuous duty to Plaintiff and members of the Michigan Sub-Class to refrain from unfair and deceptive practices under the MCPA and to disclose the Latching Device Defect. Defendants' unfair, unconscionable and deceptive acts, affirmative misrepresentations and/or material omissions regarding the Latching Device Defect and corresponding safety risk are substantially injurious to consumers. As a result of Defendants knowing, intentional concealment, suppression and/or omission of the Latching Device Defect in violation of the MCPA, Plaintiff and members of the Michigan Sub-Class have suffered harm and/or continue to suffer harm by the threat of sudden and unexpected failure of the Latching Device and/or actual damages in the amount of the cost to replace the

Latching Device and damages to be determined at trial. Owners and lessees of Class Vehicles also suffered an ascertainable loss in the form of the diminished value of their vehicles as a result of Defendants' unfair, unconscionable and deceptive acts and practices in the course of their business.

470. Defendants' unfair, unconscionable and deceptive acts and practices occurred in the conduct of trade or commerce.

471. Defendants have knowingly and willfully engaged in the unfair, unconscionable and deceptive acts and practices alleged herein. Further, Defendants unconscionably marketed the Class Vehicles to uninformed consumers in order to maximize profits by selling additional Class Vehicles containing the undisclosed Defect and corresponding safety risk.

472. Defendants' unfair, unconscionable and deceptive acts and practices affect the public interest and present a continuing safety risk to Plaintiff and members of the Michigan Sub-Class as well as the public.

473. As a direct and proximate result of Defendants' violations of the MCPA, Plaintiff and members of the Michigan Sub-Class have suffered actual damages and/or injury in fact.

474. As a result of Defendants' unlawful conduct, Plaintiff and members of the Michigan Sub-Class are entitled to actual damages, costs of litigation, attorneys' fees, injunctive and other equitable relief. *See* MICH. COMP. LAWS § 445.911.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**MICH. COMP. LAWS §§ 440.2313, 440.2803, AND 440.2860**  
**(ON BEHALF OF THE MICHIGAN SUB-CLASS)**

475. Plaintiff Shane McDonald (for purposes of this count, “Plaintiff”) brings this claim on behalf of himself and the Michigan Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

476. Plaintiff re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

477. Defendants are and were at all relevant times “merchants” with respect to motor vehicles under MICH. COMP. LAWS §440.2104(1), and “sellers” and “lessors” of motor vehicles under § 440.2103(1)(c)and § 440.2803(1)(p).

478. The Class Vehicles are and were at all relevant times “goods” within the meaning of MICH. COMP. LAWS §§ 440.2105(1) and 440.2803(1)(h).

479. Defendants provided Plaintiff and members of the Michigan Sub-Class with one or more express warranties in connection with the purchase or lease of Class Vehicles. For illustrative purposes, Defendants currently provide: (1) bumper-to-bumper coverage for six years or 72,000 miles, whichever came first; or (2) four years, or 50,000 miles, whichever comes first, on a bumper-to-bumper basis. Under the warranties provided to Plaintiff and the Michigan Sub-Class, Defendants promised to repair or replace covered defective components, at no cost to owners

and lessees of the Class Vehicles. As alleged herein, Defendants breached these warranties.

480. Defendants represented in the maintenance schedules and warranty guides for the Class Vehicles that there would be no need to inspect, repair, replace or service the Latching Device prior to 280,000 miles. Such representations formed the basis of the bargain in Plaintiff and members of the Michigan Sub-Class's decisions to purchase or lease the Class Vehicles.

481. Defendants also marketed the Class Vehicles as high quality, reliable, and safe vehicles, and that Defendants would stand behind the quality of their products and promptly repair any defects. These statements helped conceal the existence of the Latching Device Defect and its corresponding safety risk from Plaintiff and members of the Michigan Sub-Class.

482. Plaintiff and members of the Michigan Sub-Class have had sufficient direct dealings with Defendants or their agents, their authorized dealerships, to establish privity of contract between Defendants, on the one hand, and Plaintiff and members of the Michigan Sub-Class, on the other hand. Nonetheless, privity is not required here because Plaintiff and each of the other members of the Classes are intended third-party beneficiaries of contracts between Defendants and their dealers. The dealers were not intended to be the ultimate users of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the

warranty agreements were designed for and intended to benefit purchasers and lessees of the Class Vehicles only.

483. Defendants' warranties formed a basis of the bargain that was reached when Plaintiff and members of the Michigan Sub-Class purchased or leased their Class Vehicles. Given that the nature of the Latching Device Defect is by design, the warranties are substantively unconscionable because Defendants knew that the Latching Device was defective and manipulated the warranties in such a manner to avoid paying the costs to repair and/or replace the Latching Device.

484. Plaintiff and members of the Michigan Sub-Class were induced to purchase or lease the Class Vehicles under false and/or fraudulent pretenses. Despite the existence of the warranties, Defendants failed to adequately inform Plaintiff and members of the Michigan Sub-Class that the Class Vehicles contained the Latching Device Defect and failed to provide a suitable repair or replacement of the Latching Device free of charge within a reasonable time.

485. On information and belief, Defendants have not suitably repaired or replaced the defective Latching Device free of charge for Plaintiff and members of the Michigan Sub-Class despite the existence of the Defect in the Class Vehicles at the time of sale or lease.

486. The warranties accompanying Class Vehicles were procedurally and substantively unconscionable because of the disparity in bargaining power of the

parties, the purchasers' lack of knowledge that Class Vehicles were defective, the inability of Class Vehicle purchasers to bargain with Defendants to increase coverage of the warranties, their lack of knowledge, their lack of meaningful alternatives, disparity in sophistication of the parties, unfair terms in the warranty (including, but not limited to, exclusion of design defects that unfairly favored Defendants particularly where there were Class Vehicle defects known only to Defendants and the warranty unfairly shifted repair costs to consumers when the Defect manifests in the Class Vehicles during their reasonably expected life), absence of effective warranty competition, and the fact that Class Vehicles fail with substantially fewer miles of operation than competitive vehicles from other manufacturers or models much like the Class Vehicles without the Latching Device Defect.

487. The time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiff and members of the Michigan Sub-Class. Among other things, Plaintiff and members of the Michigan Sub-Class did not determine these time limitations, the terms of which unreasonably favored Defendants. A gross disparity in bargaining power existed between Defendants and members of the Classes, and Defendants knew or should have known that the Class Vehicles were defective at the time of sale or lease and that the Latching Device Defect posed a safety risk.

488. Defendants were provided notice of the Latching Device Defect by numerous consumer complaints made to their authorized dealers nationwide, complaints to NHTSA and through their own testing. Affording Defendants a reasonable opportunity to cure their breach of written warranties would be unnecessary and futile here because Defendants have known of, concealed the Latching Device Defect, and have failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

489. Defendants were provided notice by Plaintiff of their breach of express warranties by letter dated August 16, 2021. *See* Exhibit A. Despite this notice, Defendants did not cure their breach of express warranties and failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

490. Because of the Latching Device Defect, the Class Vehicles are not reliable and owners of these vehicles have lost confidence in the ability of Class Vehicles to perform the function of safe reliable transportation.

491. As a direct and proximate result of Defendants' breach of express warranties, Plaintiff and members of the Michigan Sub-Class have been damaged in an amount to be determined at trial.

492. In the alternative, should Defendants claim that the Latching Device Defect is covered under the warranties, the warranties now fail in its essential

purpose because the contractual remedy is insufficient to make Plaintiff and members of the Michigan Sub-Class whole because, on information and belief, Defendants have failed and/or have refused to adequately provide the promised remedies within a reasonable time.

493. Finally, because of Defendants' breach of express warranty as set forth herein, Plaintiff and members of the Michigan Sub-Class assert, as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to Plaintiff and members of the Michigan Sub-Class of the purchase or lease price of all Class Vehicles currently owned or leased, and for such other incidental and consequential damages as allowed.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**MICH. COMP. LAWS §§ 440.2314 AND 440.2860**  
**(ON BEHALF OF THE MICHIGAN SUB-CLASS)**

494. Plaintiff Shane McDonald (for purposes of this count, "Plaintiff") brings this claim on behalf of himself and the Michigan Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

495. Plaintiff re-alleges and incorporates by reference all preceding allegations as though fully set forth herein.

496. Defendants are and were at all relevant times "merchants" with respect to motor vehicles under MICH. COMP. LAWS § 440.2104(1), and "sellers" and "lessors" of motor vehicles under § 440.2103(1)(c) and § 440.2803(1)(p).



497. The Class Vehicles are and were at all relevant times “goods” within the meaning of MICH. COMP. LAWS §§ 440.2105(1) and 440.2803(1)(h).

498. Plaintiff and members of the Michigan Sub-Class purchased or leased the Class Vehicles from Defendants by and through Defendants’ authorized agents for retail sales, or were otherwise expected to be the eventual purchasers of the Class Vehicles when bought from a third party. At all relevant times, Defendants were the manufacturers, distributors, warrantors and/or sellers of Class Vehicles. Defendants knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased.

499. A warranty that the Class Vehicles and/or the defective Latching Devices installed in them were in merchantable condition and fit for the ordinary purpose for which such goods are used is implied by law pursuant to MICH. COMP. LAWS §§ 440.2314 and 440.2862.

500. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and were and are not fit for the ordinary purpose of providing safe and reliable transportation. The Class Vehicles contain an inherent defect – the Latching Device Defect – (at the time of sale or lease and thereafter) and present an undisclosed safety risk to drivers and occupants. Thus, Defendants breached their implied warranty of merchantability.

501. Through their maintenance schedules, Defendants further represented that the defective Latching Device would not need periodic inspection, repair or replacement before 280,000 miles and/or fraudulently concealed the need for periodic inspection, repair or replacement of the Latching Device before 280,000 miles by omitting the Latching Device from the maintenance schedules. Defendants cannot disclaim their implied warranty as they knowingly sold or leased a defective product.

502. Plaintiff and members of the Michigan Sub-Class have had sufficient direct dealings with Defendants or their agents, their authorized dealerships, to establish privity of contract between Defendants, on the one hand, and Plaintiff and members of the Michigan Sub-Class, on the other hand. Nonetheless, privity is not required here because Plaintiff and each of the other members of the Class are intended third-party beneficiaries of contracts between Defendants and their dealers. The dealers were not intended to be the ultimate users of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit purchasers and lessees of the Class Vehicles only.

503. Defendants were provided notice of the Latching Device Defect by numerous consumer complaints made to their authorized dealers nationwide, complaints to NHTSA and through their own testing. Affording Defendants a

reasonable opportunity to cure their breach of implied warranties would be unnecessary and futile here because Defendants have known of and concealed the Latching Device Defect and, on information and belief, have refused to repair or replace the defective Latching Device free of charge within a reasonable time.

504. Defendants were further provided notice by Plaintiff of their breach of implied warranties by letter dated August 16, 2021. *See* Exhibit A. Despite this notice, Defendants did not cure their breach of implied warranties and failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

505. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff and members of the Michigan Sub-Class have been damaged in an amount to be proven at trial.

506. Any attempt by Defendants to disclaim or limit the implied warranty of merchantability vis-à-vis consumers is unconscionable and unenforceable here. Specifically, any limitation on Defendants' warranty is unenforceable because they knowingly sold or leased a defective product without informing consumers about the Defect. Any applicable time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiff and members of the Michigan Sub-Class. Among other things, Plaintiff and members of the Michigan Sub-Class did not determine these limitations, the terms of which unreasonably

avored Defendants. A gross disparity in bargaining power existed between Defendants and members of the Michigan Sub-Class, and Defendants knew or should have known that the Class Vehicles were defective at the time of sale or lease and that the Latching Device Defect posed a safety risk.

507. Plaintiff and members of the Michigan Sub-Class have been excused from performance of any warranty obligations as a result of Defendants' conduct described herein.

508. The applicable statute of limitations for the implied warranty claim has been tolled by the discovery rule and/or fraudulent concealment.

**F. New York Counts**

**COUNT I  
VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW, ("NYGBL")  
N.Y. GEN. BUS. LAW § 349  
(ON BEHALF OF THE NEW YORK SUB-CLASS)**

509. Plaintiff Kasem Curovic (for purposes of this count, "Plaintiff") brings this claim on behalf of himself and the New York Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

510. Plaintiff re-alleges and incorporates by reference all preceding allegations as though fully set forth herein.

511. Plaintiff and members of the New York Sub-Class purchased or leased their Class Vehicles for personal or household use.

512. Plaintiff and members of the New York Sub-Class are permitted to bring this action for injunctive relief and actual damages under the NYGBL. *See* N.Y. GEN. BUS. LAW § 349(h).

513. Defendants are engaged in the conduct of “business, trade or commerce” within the meaning of the NYGBL. *See* N.Y. GEN. BUS. LAW § 349(a).

514. The NYGBL prohibits “deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service.” *See* N.Y. GEN. BUS. LAW § 349(a).

515. Defendants violated the NYGBL by engaging in deceptive acts or practices directed to consumers in connection with the sale and/or lease of Class Vehicles.

516. Defendants knowingly concealed, suppressed and/or omitted material facts regarding the Latching Device Defect and its corresponding safety risk, and misrepresented the standard, quality or grade of the Class Vehicles, which directly caused harm to Plaintiff and members of the New York Sub-Class. Plaintiff and members of the New York Sub-Class could not reasonably have known about the Latching Device Defect and its corresponding safety risk as the information was in the superior and exclusive control of Defendants.

517. Defendants intentionally and knowingly misrepresented and concealed, suppressed and/or omitted facts regarding the Latching Device Defect with the intent

to mislead Plaintiff and members of the New York Sub-Class. Defendants knew, or should have known, that the Latching Device was defective in its design and that the manufacturer's warranties were manipulated in such a manner so that Defendants could avoid for the costs of repair and/or replacement. Defendants also knew, or should have known, that the Latching Device Defect in the Class Vehicles could cause the seats to slam forward during deceleration. Further, Defendants knew, or should have known, that such failure would place vehicle operators and passengers at risk for serious injury.

518. Defendants owed a duty to disclose the Latching Device Defect and its corresponding safety risk to Plaintiff and members of the New York Sub-Class because they possessed superior and exclusive knowledge regarding the Defect and the risks associated with the Latching Device's failure. Rather than disclose the Defect, Defendants engaged in deceptive acts or practices in order to sell additional Class Vehicles and wrongfully transfer the cost of repair or replacement of the Latching Device to Plaintiff and members of the New York Sub-Class.

519. Defendants' deceptive acts or practices, affirmative misrepresentations and/or material omissions regarding the Latching Device Defect were intended to mislead consumers, were misleading to reasonable consumers, and misled Plaintiff and members of the New York Sub-Class.

520. At all relevant times, Defendants' unfair, unconscionable and deceptive acts, affirmative misrepresentations and/or omissions regarding the Latching Device Defect and its corresponding safety risk were material to Plaintiff and members of the New York Sub-Class. When Plaintiff and members of the New York Sub-Class purchased or leased their Class Vehicles, they reasonably relied on the reasonable expectation that the Class Vehicles' Latching Devices were free from defects or alternatively, would be covered under Defendants' express warranties. Had Defendants disclosed that the Latching Device may fail and/or create an unavoidable safety risk, Plaintiff and members of the New York Sub-Class would not have purchased or leased the Class Vehicles, or would have paid less for their vehicles.

521. Defendants had a continuous duty to Plaintiff and members of the New York Sub-Class to refrain from unfair and deceptive practices under the NYGBL and to disclose the Latching Device Defect. Defendants' deceptive acts or practices, affirmative misrepresentations and/or material omissions regarding the Latching Device Defect and corresponding safety risk are substantially injurious to consumers. As a result of Defendants' knowing, intentional concealment, suppression and/or omission of the Latching Device Defect in violation of the NYGBL, Plaintiff and members of the New York Sub-Class have suffered harm and/or continue to suffer harm by the threat of sudden and unexpected failure of the Latching Device and/or actual damages in the amount of the cost to replace the

Latching Device and damages to be determined at trial. Owners and lessees of Class Vehicles also suffered an ascertainable loss in the form of the diminished value of their vehicles as a result of Defendants' deceptive acts or practices in the course of their business.

522. Defendants' deceptive acts or practices occurred in the conduct of business, trade or commerce.

523. Defendants have knowingly and willfully engaged in the deceptive acts or practices alleged herein. Further, Defendants unconscionably marketed the Class Vehicles to uninformed consumers in order to maximize profits by selling additional Class Vehicles containing the undisclosed defect and corresponding safety risk.

524. Defendants' deceptive acts or practices affect the public interest and present a continuing safety risk to Plaintiff and members of the New York Sub-Class as well as the public.

525. As a direct and proximate result of Defendants' violations of the NYGBL, Plaintiff and members of the New York Sub-Class have suffered actual damages and/or injury in fact.

526. As a result of Defendants' unlawful conduct, Plaintiff and members of the New York Sub-Class are entitled to actual damages, treble damages, costs of litigation, attorneys' fees, injunctive and other equitable relief. *See* N.Y. GEN. BUS. LAW § 349(h).



**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**N.Y. U.C.C. LAW §§ 2-313, 2A-103, AND 2A-210**  
**(ON BEHALF OF THE NEW YORK SUB-CLASS)**

527. Plaintiff Kasem Curovic (for purposes of this count, “Plaintiff”) brings this claim on behalf of himself and the New York Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

528. Plaintiff re-alleges and incorporates by reference all preceding allegations as though fully set forth herein.

529. Defendants are and were at all relevant times “merchants” with respect to motor vehicles under N.Y. U.C.C. LAW § 2-104(1), and “sellers” and “lessors” of motor vehicles under § 2-103(1)(d) and § 2A-103(1)(p).

530. The Class Vehicles are and were at all relevant times “goods” within the meaning of N.Y. U.C.C. LAW §§ 2-105(1) and 2A-103(1)(h).

531. Defendants provided Plaintiff and members of the New York Sub-Class with one or more express warranties in connection with the purchase or lease of Class Vehicles. For illustrative purposes, Defendants currently provide: (1) bumper-to-bumper coverage for six years or 72,000 miles, whichever came first; or (2) four years, or 50,000 miles, whichever comes first, on a bumper-to-bumper basis. Under the warranties provided to Plaintiff and the New York Sub-Class, Defendants promised to repair or replace covered defective components, at no cost to owners

and lessees of the Class Vehicles. As alleged herein, Defendants breached these warranties.

532. Defendants represented in the maintenance schedules and warranty guides for the Class Vehicles that there would be no need to inspect, repair, replace or service the Latching Device prior to 280,000 miles. Such representations formed the basis of the bargain in Plaintiff and members of the New York Sub-Class's decisions to purchase or lease the Class Vehicles.

533. Defendants also marketed the Class Vehicles as high quality, reliable, and safe vehicles, and that Defendants would stand behind the quality of their products and promptly repair any defects. These statements helped conceal the existence of the Latching Device Defect and its corresponding safety risk from Plaintiff and members of the New York Sub-Class.

534. Plaintiff and members of the New York Sub-Class have had sufficient direct dealings with Defendants or their agents, their authorized dealerships, to establish privity of contract between Defendants, on the one hand, and Plaintiff and members of the New York Sub-Class, on the other hand. Nonetheless, privity is not required here because Plaintiff and each of the other members of the Classes are intended third-party beneficiaries of contracts between Defendants and their dealers. The dealers were not intended to be the ultimate users of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the

warranty agreements were designed for and intended to benefit purchasers and lessees of the Class Vehicles only.

535. Defendants' warranties formed a basis of the bargain that was reached when Plaintiff and members of the New York Sub-Class purchased or leased their Class Vehicles. Given that the nature of the Latching Device Defect is by design, the warranties are substantively unconscionable because Defendants knew that the Latching Device was defective and manipulated the warranties in such a manner to avoid paying the costs to repair and/or replace the Latching Device.

536. Plaintiff and members of the New York Sub-Class were induced to purchase or lease the Class Vehicles under false and/or fraudulent pretenses. Despite the existence of the warranties, Defendants failed to adequately inform Plaintiff and members of the New York Sub-Class that the Class Vehicles contained the Latching Device Defect and failed to provide a suitable repair or replacement of the Latching Device free of charge within a reasonable time.

537. On information and belief, Defendants have not suitably repaired or replaced the defective Latching Device free of charge for Plaintiff and members of the New York Sub-Class despite the existence of the Defect in the Class Vehicles at the time of sale or lease.

538. The warranties accompanying Class Vehicles were procedurally and substantively unconscionable because of the disparity in bargaining power of the

parties, the purchasers' lack of knowledge that Class Vehicles were defective, the inability of Class Vehicle purchasers to bargain with Defendants to increase coverage of the warranties, their lack of knowledge, their lack of meaningful alternatives, disparity in sophistication of the parties, unfair terms in the warranty (including, but not limited to, exclusion of design defects that unfairly favored Defendants particularly where there were Class Vehicle defects known only to Defendants and the warranty unfairly shifted repair costs to consumers when the Defect manifests in the Class Vehicles during their reasonably expected life), absence of effective warranty competition, and the fact that Class Vehicles fail with substantially fewer miles of operation than competitive vehicles from other manufacturers or models much like the Class Vehicles without the Latching Device Defect.

539. The time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiff and members of the New York Sub-Class. Among other things, Plaintiff and members of the New York Sub-Class did not determine these time limitations, the terms of which unreasonably favored Defendants. A gross disparity in bargaining power existed between Defendants and members of the Classes, and Defendants knew or should have known that the Class Vehicles were defective at the time of sale or lease and that the Latching Device Defect posed a safety risk.

540. Defendants were provided notice of the Latching Device Defect by numerous consumer complaints made to their authorized dealers nationwide, complaints to NHTSA and through their own testing. Affording Defendants a reasonable opportunity to cure their breach of written warranties would be unnecessary and futile here because Defendants have known of, concealed the Latching Device Defect, and have failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

541. Defendants were provided notice by Plaintiff of their breach of express warranties by letter dated August 16, 2021. *See* Exhibit A. Despite this notice, Defendants did not cure their breach of express warranties and failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

542. Because of the Latching Device Defect, the Class Vehicles are not reliable and owners of these vehicles have lost confidence in the ability of Class Vehicles to perform the function of safe reliable transportation.

543. As a direct and proximate result of Defendants' breach of express warranties, Plaintiff and members of the New York Sub-Class have been damaged in an amount to be determined at trial.

544. In the alternative, should Defendants claim that the Latching Device Defect is covered under the warranties, the warranties now fail in its essential

purpose because the contractual remedy is insufficient to make Plaintiff and members of the New York Sub-Class whole because, on information and belief, Defendants have failed and/or have refused to adequately provide the promised remedies within a reasonable time.

545. Finally, because of Defendants' breach of express warranty as set forth herein, Plaintiff and members of the New York Sub-Class assert, as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to Plaintiff and members of the New York Sub-Class of the purchase or lease price of all Class Vehicles currently owned or leased, and for such other incidental and consequential damages as allowed.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**N.Y. U.C.C. §§ 2-314, 2A-103, AND 2A-212**  
**(ON BEHALF OF THE NEW YORK SUB-CLASS)**

546. Plaintiff Kasem Curovic (for purposes of this count, "Plaintiff") brings this claim on behalf of himself and the New York Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

547. Plaintiff re-alleges and incorporates by reference all preceding allegations as though fully set forth herein.

548. Defendants are and were at all relevant times "merchants" with respect to motor vehicles under N.Y. U.C.C. LAW § 2-104(1), and "sellers" and "lessors" of motor vehicles under § 2-103(1)(d) and § 2A-103(1)(p).

549. The Class Vehicles are and were at all relevant times “goods” within the meaning of N.Y. U.C.C. LAW §§ 2-105(1) and 2A-103(1)(h).

550. Plaintiff and members of the New York Sub-Class purchased or leased the Class Vehicles from Defendants by and through Defendants’ authorized agents for retail sales, or were otherwise expected to be the eventual purchasers of the Class Vehicles when bought from a third party. At all relevant times, Defendants were the manufacturers, distributors, warrantors and/or sellers of Class Vehicles. Defendants knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased.

551. A warranty that the Class Vehicles and/or the defective Latching Devices installed in them were in merchantable condition and fit for the ordinary purpose for which such goods are used is implied by law pursuant to N.Y. U.C.C. LAW §§ 2-314 and 2A-212.

552. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and were and are not fit for the ordinary purpose of providing safe and reliable transportation. The Class Vehicles contain an inherent defect—the Latching Device Defect—at the time of sale or lease and thereafter) and present an undisclosed safety risk to drivers and occupants. Thus, Defendants breached their implied warranty of merchantability.

553. Through their maintenance schedules, Defendants further represented that the defective Latching Device would not need periodic inspection, repair or replacement before 280,000 miles and/or fraudulently concealed the need for periodic inspection, repair or replacement of the Latching Device before 280,000 miles by omitting the Latching Device from the maintenance schedules. Defendants cannot disclaim their implied warranty as they knowingly sold or leased a defective product.

554. Plaintiff and members of the New York Sub-Class have had sufficient direct dealings with Defendants or their agents, their authorized dealerships, to establish privity of contract between Defendants, on the one hand, and Plaintiff and members of the New York Sub-Class, on the other hand. Nonetheless, privity is not required here because Plaintiff and each of the other members of the Class are intended third-party beneficiaries of contracts between Defendants and their dealers. The dealers were not intended to be the ultimate users of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit purchasers and lessees of the Class Vehicles only.

555. Defendants were provided notice of the Latching Device Defect by numerous consumer complaints made to their authorized dealers nationwide, complaints to NHTSA and through their own testing. Affording Defendants a



reasonable opportunity to cure their breach of implied warranties would be unnecessary and futile here because Defendants have known of and concealed the Latching Device Defect and, on information and belief, have refused to repair or replace the defective Latching Device free of charge within a reasonable time.

556. Defendants were further provided notice by Plaintiff of their breach of implied warranties by letter dated August 16, 2021. *See* Exhibit A. Despite this notice, Defendants did not cure their breach of implied warranties and failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

557. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff and members of the New York Sub-Class have been damaged in an amount to be proven at trial.

558. Any attempt by Defendants to disclaim or limit the implied warranty of merchantability vis-à-vis consumers is unconscionable and unenforceable here. Specifically, any limitation on Defendants' warranty is unenforceable because they knowingly sold or leased a defective product without informing consumers about the Defect. Any applicable time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiff and members of the New York Sub-Class. Among other things, Plaintiff and members of the New York Sub-Class did not determine these limitations, the terms of which unreasonably

avored Defendants. A gross disparity in bargaining power existed between Defendants and members of the New York Sub-Class, and Defendants knew or should have known that the Class Vehicles were defective at the time of sale or lease and that the Latching Device Defect posed a safety risk.

559. Plaintiff and members of the New York Sub-Class have been excused from performance of any warranty obligations as a result of Defendants' conduct described herein.

560. The applicable statute of limitations for the implied warranty claim has been tolled by the discovery rule and/or fraudulently concealed.

**G. Pennsylvania Counts**

**COUNT I  
VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION LAW, 73 P.S. §§ 201-1 *ET SEQ.*  
(ON BEHALF THE PENNSYLVANIA SUB-CLASS)**

561. Plaintiff Christa Callahan (for purposes of this count, "Plaintiff") brings this claim on behalf of herself and the Pennsylvania Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

562. Plaintiff re-alleges and incorporates by reference all preceding allegations as though fully set forth herein.

563. Plaintiff and members of the Pennsylvania Sub-Class are persons within the context of the Pennsylvania Unfair Trade Practices and Consumer

Protection Law, 73 P.S. §§ 201-1 *et seq.* (hereinafter “PUTPCPL”), specifically § 201-2(2).

564. Defendants are persons within the context of PUTPCPL, § 201-2(2).

565. Defendants are engaged in trade and commerce within the context of PUTPCPL, § 201-2(3).

566. Plaintiff and members of the Pennsylvania Sub-Class purchased and/or leased Class Vehicles for personal, family or household use.

567. Defendants committed unfair and deceptive acts in the course of trade and commerce as described in this complaint in violation of PUTPCPL, §§ 201-2(4)(v), (vii), (ix) and (xxi), *inter alia*.

568. Defendants committed unconscionable, deceptive and unfair trade practices including but not limited to deception, fraud, false pretense, false promise, misrepresentation and the knowing concealment, suppression and omission of material facts concerning the Latching Device with intent that Plaintiff and members of the Pennsylvania Sub-Class would rely upon their misrepresentations in connection with the sale and/or advertisement of Class Vehicles.

569. Defendants’ deceptive trade practices were likely to deceive a consumer acting reasonably under the circumstances which Plaintiff and members of the Pennsylvania Sub-Class were caused to expend sums of money in purchasing and later repairing their Class Vehicles. As reasonable consumers, Plaintiff and

members of the Pennsylvania Sub-Class had no reasonable way to know that Class Vehicles contained Latching Devices that were defective in design. Any reasonable consumer under the circumstances would have relied on the representations of Defendants who alone possessed the knowledge as to the quality and characteristics of the Class Vehicles, including the Latching Device durability and functionality.

570. Defendants committed unfair and deceptive trade practices as described in this complaint. Defendants repeatedly violated the PUTPCPL on multiple occasions with their continuous course of conduct including omissions of material fact and misrepresentations concerning *inter alia*, the causes of the Latching Device Defect in Class Vehicles owned by Plaintiff and members of the Pennsylvania Sub-Class.

571. As a proximate and direct result of Defendants' unfair and deceptive trade practices, Plaintiff and members of the Pennsylvania Sub-Class purchased or leased Class Vehicles and sustained an ascertainable loss and financial harm. Plaintiff and members of the Pennsylvania Sub-Class experienced the Latching Device Defect, diminution of Class Vehicle resale value, increased repair and maintenance costs and incurred other substantial monetary damages and inconvenience.

572. The conduct of Defendants offends public policy as established by statutes and common law; is immoral, unethical, oppressive and/or unscrupulous and

caused unavoidable substantial injury to Class Vehicle owners (who were unable to have reasonably avoided the injury due to no fault of their own) without any countervailing benefits to consumers.

573. Plaintiff and members of the Pennsylvania Sub-Class demand judgment against Defendants for restitution, disgorgement, statutory and actual monetary damages including multiple damages, interest, costs, attorneys' fees and injunctive relief including a declaratory judgment and an appropriate court order prohibiting Defendants from further deceptive acts and practices described in this complaint.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**13 PA. CONS. STAT. §§ 2313 AND 2A103**  
**(ON BEHALF OF THE PENNSYLVANIA SUB-CLASS)**

574. Plaintiff Christa Callahan (for purposes of this count, "Plaintiff") brings this claim on behalf of herself and the Pennsylvania Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

575. Plaintiff re-alleges and incorporates by reference all preceding allegations as though fully set forth herein.

576. Defendants are and were at all relevant times "merchants" with respect to motor vehicles under 13 PA. CONS. STAT. §§ 2104 and 2A103(a), and "sellers" and "lessors" of motor vehicles under § 2103(a) and § 2A103(1)(p).

577. 612. The Class Vehicles are and were at all relevant times "goods" within the meaning of 13 PA. CONS. STAT. §§ 2105(a) and 2A103(a).

578. Defendants provided Plaintiff and members of the Pennsylvania Sub-Class with one or more express warranties in connection with the purchase or lease of Class Vehicles. For illustrative purposes, Defendants currently provide: (1) bumper-to-bumper coverage for six years or 72,000 miles, whichever came first; or (2) four years, or 50,000 miles, whichever comes first, on a bumper-to-bumper basis. Under the warranties provided to Plaintiff and the Pennsylvania Sub-Class, Defendants promised to repair or replace covered defective components, at no cost to owners and lessees of the Class Vehicles. As alleged herein, Defendants breached these warranties.

579. Defendants represented in the maintenance schedules and warranty guides for the Class Vehicles that there would be no need to inspect, repair, replace or service the Latching Device prior to 280,000 miles. Such representations formed the basis of the bargain in Plaintiff and members of the Pennsylvania Sub-Class's decisions to purchase or lease the Class Vehicles.

580. Defendants also marketed the Class Vehicles as high quality, reliable, and safe vehicles, and that Defendants would stand behind the quality of their products and promptly repair any defects. These statements helped conceal the existence of the Latching Device Defect and its corresponding safety risk from Plaintiff and members of the Pennsylvania Sub-Class.

581. Plaintiff and members of the Pennsylvania Sub-Class have had sufficient direct dealings with Defendants or their agents, their authorized dealerships, to establish privity of contract between Defendants, on the one hand, and Plaintiff and members of the Pennsylvania Sub-Class, on the other hand. Nonetheless, privity is not required here because Plaintiff and each of the other members of the Classes are intended third-party beneficiaries of contracts between Defendants and their dealers. The dealers were not intended to be the ultimate users of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit purchasers and lessees of the Class Vehicles only.

582. Defendants' warranties formed a basis of the bargain that was reached when Plaintiff and members of the Pennsylvania Sub-Class purchased or leased their Class Vehicles. Given that the nature of the Latching Device Defect is by design, the warranties are substantively unconscionable because Defendants knew that the Latching Device was defective and manipulated the warranties in such a manner to avoid paying the costs to repair and/or replace the Latching Device.

583. Plaintiff and members of the Pennsylvania Sub-Class were induced to purchase or lease the Class Vehicles under false and/or fraudulent pretenses. Despite the existence of the warranties, Defendants failed to adequately inform Plaintiff and members of the Pennsylvania Sub-Class that the Class Vehicles contained the

Latching Device Defect and failed to provide a suitable repair or replacement of the Latching Device free of charge within a reasonable time.

584. On information and belief, Defendants have not suitably repaired or replaced the defective Latching Device free of charge for Plaintiff and members of the Pennsylvania Sub-Class despite the existence of the Defect in the Class Vehicles at the time of sale or lease.

585. The warranties accompanying Class Vehicles were procedurally and substantively unconscionable because of the disparity in bargaining power of the parties, the purchasers' lack of knowledge that Class Vehicles were defective, the inability of Class Vehicle purchasers to bargain with Defendants to increase coverage of the warranties, their lack of knowledge, their lack of meaningful alternatives, disparity in sophistication of the parties, unfair terms in the warranty (including, but not limited to, exclusion of design defects that unfairly favored Defendants particularly where there were Class Vehicle defects known only to Defendants and the warranty unfairly shifted repair costs to consumers when the Defect manifests in the Class Vehicles during their reasonably expected life), absence of effective warranty competition, and the fact that Class Vehicles fail with substantially fewer miles of operation than competitive vehicles from other manufacturers or models much like the Class Vehicles without the Latching Device Defect.



586. The time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiff and members of the Pennsylvania Sub-Class. Among other things, Plaintiff and members of the Pennsylvania Sub-Class did not determine these time limitations, the terms of which unreasonably favored Defendants. A gross disparity in bargaining power existed between Defendants and members of the Classes, and Defendants knew or should have known that the Class Vehicles were defective at the time of sale or lease and that the Latching Device Defect posed a safety risk.

587. Defendants were provided notice of the Latching Device Defect by numerous consumer complaints made to their authorized dealers nationwide, complaints to NHTSA and through their own testing. Affording Defendants a reasonable opportunity to cure their breach of written warranties would be unnecessary and futile here because Defendants have known of, concealed the Latching Device Defect, and have failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

588. Defendants were provided notice by Plaintiff of their breach of express warranties by letter dated August 16, 2021. *See* Exhibit A. Despite this notice, Defendants did not cure their breach of express warranties and failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

589. Because of the Latching Device Defect, the Class Vehicles are not reliable and owners of these vehicles have lost confidence in the ability of Class Vehicles to perform the function of safe reliable transportation.

590. As a direct and proximate result of Defendants' breach of express warranties, Plaintiff and members of the Pennsylvania Sub-Class have been damaged in an amount to be determined at trial.

591. In the alternative, should Defendants claim that the Latching Device Defect is covered under the warranties, the warranties now fail in its essential purpose because the contractual remedy is insufficient to make Plaintiff and members of the Pennsylvania Sub-Class whole because, on information and belief, Defendants have failed and/or have refused to adequately provide the promised remedies within a reasonable time.

592. Finally, because of Defendants' breach of express warranty as set forth herein, Plaintiff and members of the Pennsylvania Sub-Class assert, as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to Plaintiff and members of the Pennsylvania Sub-Class of the purchase or lease price of all Class Vehicles currently owned or leased, and for such other incidental and consequential damages as allowed.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY,**  
**13 PA. CONS. STAT. §§ 2314, 2A103, AND 2A212**  
**(ON BEHALF OF THE PENNSYLVANIA SUB-CLASS)**

593. Plaintiff Christa Callahan (for purposes of this count, “Plaintiff”) brings this claim on behalf of herself and the Pennsylvania Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

594. Plaintiff re-alleges and incorporates by reference all preceding allegations as though fully set forth herein.

595. Defendants are and were at all relevant times “merchants” with respect to motor vehicles under 13 PA. CONS. STAT. §§ 2104 and 2A103(a), and “sellers” and “lessors” of motor vehicles under § 2103(a) and § 2A103(1)(p).

596. The Class Vehicles are and were at all relevant times “goods” within the meaning of 13 PA. CONS. STAT. §§ 2105(a) and 2A103(a).

597. Plaintiff and members of the Pennsylvania Sub-Class purchased or leased the Class Vehicles from Defendants by and through Defendants’ authorized agents for retail sales, or were otherwise expected to be the eventual purchasers of the Class Vehicles when bought from a third party. At all relevant times, Defendants were the manufacturers, distributors, warrantors and/or sellers of Class Vehicles. Defendants knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased.

598. A warranty that the Class Vehicles and/or the defective Latching Devices installed in them were in merchantable condition and fit for the ordinary purpose for which such goods are used is implied by law pursuant to 13 PA. CONS. STAT. § 2314.

599. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and were and are not fit for the ordinary purpose of providing safe and reliable transportation. The Class Vehicles contain an inherent defect – the Latching Device Defect – (at the time of sale or lease and thereafter) and present an undisclosed safety risk to drivers and occupants. Thus, Defendants breached their implied warranty of merchantability.

600. Through their maintenance schedules, Defendants further represented that the defective Latching Device would not need periodic inspection, repair or replacement before 280,000 miles and/or fraudulently concealed the need for periodic inspection, repair or replacement of the Latching Device before 280,000 miles by omitting the Latching Device from the maintenance schedules. Defendants cannot disclaim their implied warranty as they knowingly sold or leased a defective product.

601. Plaintiff and members of the Pennsylvania Sub-Class have had sufficient direct dealings with Defendants or their agents, their authorized dealerships, to establish privity of contract between Defendants, on the one hand,

and Plaintiff and members of the Pennsylvania Sub-Class, on the other hand. Nonetheless, privity is not required here because Plaintiff and each of the other members of the Class are intended third-party beneficiaries of contracts between Defendants and their dealers. The dealers were not intended to be the ultimate users of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit purchasers and lessees of the Class Vehicles only.

602. Defendants were provided notice of the Latching Device Defect by numerous consumer complaints made to their authorized dealers nationwide, complaints to NHTSA and through their own testing. Affording Defendants a reasonable opportunity to cure their breach of implied warranties would be unnecessary and futile here because Defendants have known of and concealed the Latching Device Defect and, on information and belief, have refused to repair or replace the defective Latching Device free of charge within a reasonable time.

603. Defendants were further provided notice by Plaintiff of their breach of implied warranties by letter dated August 16, 2021. *See* Exhibit A. Despite this notice, Defendants did not cure their breach of implied warranties and failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

604. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff and members of the Pennsylvania Sub-Class have been damaged in an amount to be proven at trial.

605. Any attempt by Defendants to disclaim or limit the implied warranty of merchantability vis-à-vis consumers is unconscionable and unenforceable here. Specifically, any limitation on Defendants' warranty is unenforceable because they knowingly sold or leased a defective product without informing consumers about the Defect. Any applicable time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiff and members of the Pennsylvania Sub-Class. Among other things, Plaintiff and members of the Pennsylvania Sub-Class did not determine these limitations, the terms of which unreasonably favored Defendants. A gross disparity in bargaining power existed between Defendants and members of the Pennsylvania Sub-Class, and Defendants knew or should have known that the Class Vehicles were defective at the time of sale or lease and that the Latching Device Defect posed a safety risk.

606. Plaintiff and members of the Pennsylvania Sub-Class have been excused from performance of any warranty obligations as a result of Defendants' conduct described herein.

607. The applicable statute of limitations for the implied warranty claim has been tolled by the discovery rule and/or fraudulent concealment.

## H. Texas Counts

**COUNT I**  
**VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES-**  
**CONSUMER PROTECTION ACT**  
**TEX. BUS. AND COMM. CODE §§ 17.41 *ET SEQ.***  
**(ON BEHALF OF THE TEXAS SUB-CLASS)**

608. Plaintiff Johnnie Moutra (for purposes of this count, “Plaintiff”) brings this claim on behalf of himself and the Texas Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

609. Plaintiff re-alleges and incorporates by reference all preceding allegations as though fully set forth herein.

610. Plaintiff and members of the Texas Sub-Class are persons and consumers within the context of the Texas Deceptive Trade Practices-Consumer Protection Act, Tex. Bus. and Comm. Code §§ 17.41 et seq. (hereinafter “TDTPA”) who purchased and/or leased Class Vehicles for personal, family or household use, specifically § 17.45(3) and (4).

611. Defendants are persons within the context of TDTPA § 17.45(3) who sell goods within the context of TDTPA § 17.45(1).

612. The sale of Class Vehicles in Texas constitutes trade and commerce of consumer goods affecting the people of the state of Texas within the context of TDTPA § 17.45(6).

613. Defendants knowingly and intentionally violated TDTPA § 17.46(b)(5) by representing Class Vehicles have characteristics, uses, benefits and/or qualities which they do not possess.

614. Defendants violated TDTPA § 17.46(b)(7) by representing Class Vehicles are of a particular standard, quality, or grade, when they are not.

615. Defendants violated TDTPA § 17.46(b)(24) by deception, fraud, false pretense, false premise, misrepresentation, knowing concealment, suppression, and/or omission of material facts concerning Class Vehicles with the intent to deceive Plaintiff and members of the Texas Sub-Class.

616. In violation of the TDTPA, Defendants employed unfair and deceptive acts or practices, fraud, false pretense, misrepresentation, or concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale and/or lease of Class Vehicles. Defendants knowingly concealed, suppressed, and omitted material facts regarding the Latching Device Defect and associated safety hazard and misrepresented the standard, quality, or grade of the Class Vehicles, which directly caused harm to Plaintiff and the members of the Texas Sub-Class.

617. Defendants actively suppressed the fact that the Latching Device in Class Vehicles is defective and presents a safety hazard. Further, Defendants employed unfair and deceptive trade practices by denying repairs or replacement of



the Latching Device Defect within a reasonable time in violation of TDTPA. Defendants also breached warranties as alleged below in violation of TDTPA.

618. As alleged above, Defendants knew or should have known of the Latching Device Defect contained in the Class Vehicles since at least 2018. Prior to installing the defective Latching Devices in the seating assemblies in the Class Vehicles, Defendants engaged in pre-production testing and failure mode analysis. Defendants also knew about the Latching Device Defect after releasing a TSB describing the issue to their exclusive network of dealerships. Defendants should have known about the Latching Device Defect after monitoring numerous consumer complaints sent to NHTSA and online. Defendants, nevertheless, failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and seating assemblies with the Latching Device Defect installed in them.

619. By failing to disclose and by actively concealing the Latching Device Defect in the Class Vehicles, by marketing them as safe, reliable, and of high quality, and by presenting themselves as a reputable manufacturer or distributor for a reputable manufacture that values safety, Defendants engaged in unfair or deceptive business practices in violation of the TDTPA. Defendants deliberately withheld the information about the propensity of the Latching Device Defect to cause rear-seats to slam forward during deceleration as well as the corresponding safety hazard to vehicle occupants.

620. Defendants committed unfair and deceptive acts in the course of trade and commerce within the context of the TDTPA as described in this complaint in violation of TDTPA § 17.46.

621. Defendants' unfair and deceptive trade practices were likely intended to deceive a reasonable consumer. Plaintiff and the members of the Texas Sub-Class had no reasonable way to know that the Class Vehicles contained the Latching Device Defect, which were defective in design and posed a serious and significant health and safety risk. Defendants possessed superior knowledge as to the quality and characteristics of the Class Vehicles, including the Latching Device Defect within their seating assemblies and the corresponding safety risks, and any reasonable consumer would have relied on Defendants' misrepresentations and omissions, as Plaintiff and the members of the Texas Sub-Class did.

622. Defendants intentionally and knowingly misrepresented and concealed, suppressed and/or omitted facts regarding the Latching Device Defect with the intent to mislead Plaintiff and members of the Texas Sub-Class. Defendants knew, or should have known, that the Latching Device was defective in its design and that the manufacturer's warranties were manipulated in such a manner so that Defendants could avoid for the costs of repair and/or replacement. Defendants also knew, or should have known, that the Latching Device Defect in the Class Vehicles could cause the seats to slam forward during deceleration. Further, Defendants knew, or

should have known, that such failure would place vehicle operators and passengers at risk for serious injury.

623. Defendants knew or should have known that their conduct violated the TDTPA.

624. Defendants made materials statements and/or omissions about the safety and reliability of the Class Vehicles and/or the Latching Device Defect installed in them that were either false or misleading. Defendants' misrepresentations, omissions, statements, and commentary have included selling and marketing Class Vehicles as safe and reliable, despite their knowledge of the Latching Device Defect and its corresponding safety hazard.

625. To protect their profits, avoid remediation costs and public relation problems, and increase their profits by having consumers pay to remedy the Latching Device Defect, Defendants concealed the defective nature and safety risk posed by the Class Vehicles and the seating assemblies with the Latching Device Defect installed in them. Defendants allowed unsuspecting new and used car purchasers and lessees to continue to buy or lease the Class Vehicles and continue to drive them, despite the safety risk they pose.

626. Defendants owed Plaintiff and the members of the Texas Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and the existence of the Latching Device Defect because Defendants:

- a. Possessed exclusive knowledge of the Latching Device Defect and its associated safety hazard;
- b. Intentionally concealed the foregoing from Plaintiff and the members of the Texas Sub-Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Plaintiff and the members of the Texas Sub-Class that contradicted these representations.

627. Because Defendants fraudulently concealed the Latching Device Defect in the seating assemblies of Class Vehicles, and now that the Defect has been disclosed, the value of the Class Vehicles has greatly diminished, and they are now worth significantly less than they otherwise would be. Further, Plaintiff and the members of the Texas Sub-Class were deprived of the benefit of the bargain they reached at the time of purchase or lease.

628. Defendants' failure to disclose and active concealment of the Latching Device Defect in the Class Vehicles are material to Plaintiff and the members of the Texas Sub-Class. A vehicle made by an honest and reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a dishonest and disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly reports on and remedies them.

629. Plaintiff and the members of the Texas Sub-Class suffered ascertainable losses caused by Defendants' misrepresentations and their failure to disclose material information. Had Plaintiff and the members of the Texas Sub-Class been aware of the Latching Device Defect that existed in the Class Vehicles and Defendants' complete disregard for the safety of its consumers, Plaintiff and the members of the Texas Sub-Class either would have not paid as much for their vehicles or would not have purchased or leased them at all. Plaintiff and the members of the Texas Sub-Class did not receive the benefit of their bargain as a result of Defendants' misconduct.

630. Plaintiff and the members of the Texas Sub-Class risk loss of use of their vehicles as a result of Defendants' act and omissions in violation of TDTPA, and these violations present a continuing risk to Plaintiff, the Texas Sub-Class, and the public in general. Defendants' unlawful act and practices complained of above affect the public interest.

631. As a direct and proximate result of Defendants' violations of the TDTPA, Plaintiff and the members of the Texas Sub-Class have suffered injury-in-fact and/or actual damage.

632. Plaintiff and the members of the Texas Sub-Class also seek an order enjoining Defendants' unfair, unlawful, and deceptive practices, declaratory relief, attorneys' fees, and any other just and proper relief available under the TDTPA.

633. Plaintiff and members of the Texas Sub-Class provided 60-day notice pursuant to TDTPA § 17.505 to Defendants via certified mail, return receipt requested on August 16, 2021. *See* Exhibit A.

634. Plaintiff and members of the Texas Sub-Class demand judgment against Defendants for restitution, disgorgement, statutory and actual monetary damages including multiple damages, interest, costs, attorneys' fees and injunctive relief including a declaratory judgment and an appropriate court order prohibiting Defendants from further deceptive acts and practices described in this complaint.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**TEX. BUS. & COM. CODE §§ 2.313 AND 2A.210**  
**(ON BEHALF OF THE TEXAS SUB-CLASS)**

635. Plaintiff Johnnie Moutra (for purposes of this count, "Plaintiff") brings this claim on behalf of himself and the Texas Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

636. Plaintiff re-alleges and incorporates by reference all preceding allegations as though fully set forth herein.

637. Defendants are and were at all relevant times "merchant[s]" with respect to motor vehicles under Tex. Bus. & Com. Code §§ 2.104(1) and 2A.103(a)(20), and "sellers" of motor vehicles under § 2.103(a)(4)

638. With respect to leases, Defendants are and were at all relevant times "lessors" of motor vehicles under Tex. Bus. & Com. Code § 2A.103(a)(16). Plaintiff

and members of Texas Sub-Class who purchased Class Vehicles are “buyers” within the meaning of Tex. Bus. & Com. Code Ann. § 2.103(a)(1).

639. Members of the Texas Sub-Class who leased Class Vehicles “lessees” within the meaning of Tex. Bus. & Com. Code Ann. § 2A.103(a)(14).

640. The Class Vehicles are and were at all relevant times “goods” within the meaning of Tex. Bus. & Com. Code §§ 2.105(a) and 2A.103(a)(8).

641. Defendants provided Plaintiff and members of the Texas Sub-Class with one or more express warranties in connection with the purchase or lease of Class Vehicles. For illustrative purposes, Defendants currently provide: (1) bumper-to-bumper coverage for six years or 72,000 miles, whichever came first; or (2) four years, or 50,000 miles, whichever comes first, on a bumper-to-bumper basis. Under the warranties provided to Plaintiff and the Texas Sub-Class, Defendants promised to repair or replace covered defective components, at no cost to owners and lessees of the Class Vehicles. As alleged herein, Defendants breached these warranties.

642. Defendants represented in the maintenance schedules and warranty guides for the Class Vehicles that there would be no need to inspect, repair, replace or service the Latching Device prior to 280,000 miles. Such representations formed the basis of the bargain in Plaintiff and members of the Texas Sub-Class’s decisions to purchase or lease the Class Vehicles.

643. Defendants also marketed the Class Vehicles as high quality, reliable, and safe vehicles, and that Defendants would stand behind the quality of their products and promptly repair any defects. These statements helped conceal the existence of the Latching Device Defect and its corresponding safety risk from Plaintiff and members of the Texas Sub-Class.

644. Plaintiff and members of the Texas Sub-Class have had sufficient direct dealings with Defendants or their agents, their authorized dealerships, to establish privity of contract between Defendants, on the one hand, and Plaintiff and members of the Texas Sub-Class, on the other hand. Nonetheless, privity is not required here because Plaintiff and each of the other members of the Classes are intended third-party beneficiaries of contracts between Defendants and their dealers. The dealers were not intended to be the ultimate users of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit purchasers and lessees of the Class Vehicles only.

645. Defendants' warranties formed a basis of the bargain that was reached when Plaintiff and members of the Texas Sub-Class purchased or leased their Class Vehicles. Given that the nature of the Latching Device Defect is by design, the warranties are substantively unconscionable because Defendants knew that the



Latching Device was defective and manipulated the warranties in such a manner to avoid paying the costs to repair and/or replace the Latching Device.

646. Plaintiff and members of the Texas Sub-Class were induced to purchase or lease the Class Vehicles under false and/or fraudulent pretenses. Despite the existence of the warranties, Defendants failed to adequately inform Plaintiff and members of the Texas Sub-Class that the Class Vehicles contained the Latching Device Defect and failed to provide a suitable repair or replacement of the Latching Device free of charge within a reasonable time.

647. On information and belief, Defendants have not suitably repaired or replaced the defective Latching Device free of charge for Plaintiff and members of the Texas Sub-Class despite the existence of the Defect in the Class Vehicles at the time of sale or lease.

648. The warranties accompanying Class Vehicles were procedurally and substantively unconscionable because of the disparity in bargaining power of the parties, the purchasers' lack of knowledge that Class Vehicles were defective, the inability of Class Vehicle purchasers to bargain with Defendants to increase coverage of the warranties, their lack of knowledge, their lack of meaningful alternatives, disparity in sophistication of the parties, unfair terms in the warranty (including, but not limited to, exclusion of design defects that unfairly favored Defendants particularly where there were Class Vehicle defects known only to

Defendants and the warranty unfairly shifted repair costs to consumers when the Defect manifests in the Class Vehicles during their reasonably expected life), absence of effective warranty competition, and the fact that Class Vehicles fail with substantially fewer miles of operation than competitive vehicles from other manufacturers or models much like the Class Vehicles without the Latching Device Defect.

649. The time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiff and members of the Texas Sub-Class. Among other things, Plaintiff and members of the Texas Sub-Class did not determine these time limitations, the terms of which unreasonably favored Defendants. A gross disparity in bargaining power existed between Defendants and members of the Classes, and Defendants knew or should have known that the Class Vehicles were defective at the time of sale or lease and that the Latching Device Defect posed a safety risk.

650. Defendants were provided notice of the Latching Device Defect by numerous consumer complaints made to their authorized dealers nationwide, complaints to NHTSA and through their own testing. Affording Defendants a reasonable opportunity to cure their breach of written warranties would be unnecessary and futile here because Defendants have known of, concealed the

Latching Device Defect, and have failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

651. Defendants were provided notice by Plaintiff of their breach of express warranties by letter dated August 16, 2021. *See* Exhibit A. Despite this notice, Defendants did not cure their breach of express warranties and failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

652. Because of the Latching Device Defect, the Class Vehicles are not reliable and owners of these vehicles have lost confidence in the ability of Class Vehicles to perform the function of safe reliable transportation.

653. As a direct and proximate result of Defendants' breach of express warranties, Plaintiff and members of the Texas Sub-Class have been damaged in an amount to be determined at trial.

654. In the alternative, should Defendants claim that the Latching Device Defect is covered under the warranties, the warranties now fail in its essential purpose because the contractual remedy is insufficient to make Plaintiff and members of the Texas Sub-Class whole because, on information and belief, Defendants have failed and/or have refused to adequately provide the promised remedies within a reasonable time.

655. Finally, because of Defendants’ breach of express warranty as set forth herein, Plaintiff and members of the Texas Sub-Class assert, as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to Plaintiff and members of the Texas Sub-Class of the purchase or lease price of all Class Vehicles currently owned or leased, and for such other incidental and consequential damages as allowed.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**TEX. BUS. & COM. CODE §§ 2.314 AND 2A.212**  
**(ON BEHALF OF THE TEXAS SUB-CLASS)**

656. Plaintiff Johnnie Moutra (for purposes of this count, “Plaintiff”) brings this claim on behalf of himself and the Texas Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

657. Plaintiff re-alleges and incorporates by reference all preceding allegations as though fully set forth herein.

658. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Tex. Bus. & Com. Code §§ 2.104(1) and 2A.103(a)(20), and “sellers” of motor vehicles under § 2.103(a)(4).

659. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Tex. Bus. & Com. Code § 2A.103(a)(16).

660. All Texas State Class members who purchased Class Vehicles are “buyers” within the meaning of Tex. Bus. & Com. Code Ann. § 2.103(a)(1).

661. All Texas State Class members who leased Class Vehicles “lessees” within the meaning of Tex. Bus. & Com. Code Ann. § 2A.103(a)(14).

662. The Class Vehicles are and were at all relevant times “goods” within the meaning of Tex. Bus. & Com. Code §§ 2.105(a) and 2A.103(a)(8).

663. Plaintiff and members of the Texas Sub-Class purchased or leased the Class Vehicles from Defendants by and through Defendants’ authorized agents for retail sales, or were otherwise expected to be the eventual purchasers of the Class Vehicles when bought from a third party. At all relevant times, Defendants were the manufacturers, distributors, warrantors and/or sellers of Class Vehicles. Defendants knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased.

664. A warranty that the Class Vehicles and/or the defective Latching Devices installed in them were in merchantable condition and fit for the ordinary purpose for which such goods are used is implied by law pursuant to Tex. Bus. & Com. Code §§ 2.314 and 2A.212.

665. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and were and are not fit for the ordinary purpose of providing safe and reliable transportation. The Class Vehicles contain an inherent defect—the Latching Device Defect—at the time of sale or lease and thereafter)

and present an undisclosed safety risk to drivers and occupants. Thus, Defendants breached their implied warranty of merchantability.

666. Through their maintenance schedules, Defendants further represented that the defective Latching Device would not need periodic inspection, repair or replacement before 280,000 miles and/or fraudulently concealed the need for periodic inspection, repair or replacement of the Latching Device before 280,000 miles by omitting the Latching Device from the maintenance schedules. Defendants cannot disclaim their implied warranty as they knowingly sold or leased a defective product.

667. Plaintiff and members of the Texas Sub-Class have had sufficient direct dealings with Defendants or their agents, their authorized dealerships, to establish privity of contract between Defendants, on the one hand, and Plaintiff and members of the Texas Sub-Class, on the other hand. Nonetheless, privity is not required here because Plaintiffs and each of the other members of the Classes are intended third-party beneficiaries of contracts between Defendants and their dealers. The dealers were not intended to be the ultimate users of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles.

668. Defendants were provided notice of the Latching Device Defect by numerous consumer complaints made to their authorized dealers nationwide, complaints to NHTSA and through their own testing. Affording Defendants a

reasonable opportunity to cure their breach of implied warranties would be unnecessary and futile here because Defendants have known of and concealed the Latching Device Defect and, on information and belief, have refused to repair or replace the defective Latching Device free of charge within a reasonable time.

669. Defendants were further provided notice by Plaintiff of their breach of implied warranties by letter dated August 16, 2021. *See* Exhibit A. Despite this notice, Defendants did not cure their breach of implied warranties and failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

670. Any attempt by Defendants to disclaim or limit the implied warranty of merchantability vis-à-vis consumers is unconscionable and unenforceable here. Specifically, any limitation on Defendants' warranty is unenforceable because they knowingly sold or leased a defective product without informing consumers about the Defect. Any applicable time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiff and members of the Texas Sub-Class. Among other things, Plaintiff and members of the Texas Sub-Class did not determine these limitations, the terms of which unreasonably favored Defendants. A gross disparity in bargaining power existed between Defendants and members of the Texas Sub-Class, and Defendants knew or should have known that

the Class Vehicles were defective at the time of sale or lease and that the Latching Device Defect posed a safety risk.

671. Plaintiff and members of the Texas Sub-Class have been excused from performance of any warranty obligations as a result of Defendants' conduct described herein.

672. The applicable statute of limitations for the implied warranty claim has been tolled by the discovery rule and/or fraudulent concealment.

673. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff and members of the Texas Sub-Class have been damaged in an amount to be proven at trial.

## **I. Virginia Counts**

### **COUNT I VIOLATION OF THE VIRGINIA CONSUMER PROTECTION ACT VA. CODE ANN. § 59.1-196, *ET SEQ.* (ON BEHALF OF THE VIRGINIA SUB-CLASS)**

674. Plaintiff Jennifer Tolbert (for purposes of this count, "Plaintiff") brings this claim on behalf of herself and the Virginia Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

675. Plaintiff re-alleges and incorporates by reference all preceding allegations as though fully set forth herein.



676. Under the Virginia Consumer Protection Act (“Virginia CPA”) Plaintiff, members of the Virginia Sub-Class, and Defendants are “persons” within the meaning of within the meaning of Va. Code Ann. § 59.1-198.

677. Defendants were and are “suppliers” within the meaning of Va. Code Ann. § 59.1-198.

678. The Class Vehicles and defective Latching Devices installed in them are “goods” within the meaning of Va. Code Ann. § 59.1-198.

679. Defendants were and are engaged in “consumer transactions” within the meaning of Va. Code Ann. § 59.1-198.

680. The Virginia Consumer Protection Act (“Virginia CPA”) prohibits “fraudulent acts or practices committed by a supplier in connection with a consumer transaction[.]” Va. Code Ann. § 59.1-200(A).

681. In the course of Defendants’ business, Defendants violated the Virginia CPA by failing to disclose and actively concealing the dangers and risks posed by the Class Vehicles and/or the defective Latching Devices installed in them, as described above. Specifically, in marketing, offering for sale, and selling the Class Vehicles with defective Latching Devices installed in them, Defendants engaged in one or more of the following unfair or deceptive acts or practices: representing that the Class Vehicles and/or the defective Latching Devices installed in them have characteristics or benefits that they do not have; representing that they are of a

particular standard and quality when they are not; and/or advertising them with the intent no to sell them as advertised.

682. Defendants have known of the Latching Device Defect in their Class Vehicles and failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Latching Devices installed in them.

683. By failing to disclose and by actively concealing the Latching Device Defect in the Class Vehicles, by marketing them as safe, reliable, and of high quality, and by presenting themselves as reputable manufacturers that value safety, Defendants engaged in unfair and deceptive business practices in violation of the Virginia CPA. Defendants deliberately withheld the information about the propensity of the defective Latching Devices and the associated safety risks.

684. Defendants' unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead, tended to create a false impression in consumers, were likely to and did in fact deceive reasonable consumers, including the members of the Virginia Sub-Class, about the true safety and reliability of Class Vehicles and/or the defective Latching Devices installed in them, the quality of Defendants' brands, and the true value of the Class Vehicles.

685. Defendants intentionally and knowingly misrepresented and concealed, suppressed and/or omitted facts regarding the Latching Device Defect with the intent

to mislead Plaintiff and members of the Virginia Sub-Class. Defendants knew, or should have known, that the Latching Device was defective in its design and that the manufacturer's warranties were manipulated in such a manner so that Defendants could avoid for the costs of repair and/or replacement. Defendants also knew, or should have known, that the Latching Device Defect in the Class Vehicles could cause the seats to slam forward during deceleration. Further, Defendants knew, or should have known, that such failure would place vehicle operators and passengers at risk for serious injury.

686. Defendants knew or should have known that their conduct violated the Virginia CPA.

687. As alleged above, Defendants made material statements about the safety and reliability of the Class Vehicles and/or the defective Latching Devices installed in them that were either false or misleading.

688. To protect their profits and to avoid remediation costs and a public relations nightmare, Defendants concealed the dangers and risks posed by the Class Vehicles and/or the defective Latching Devices installed in them and their associated safety risk, and allowed unsuspecting new and used car purchasers to continue to buy/lease the Class Vehicles, and allowed them to continue driving highly dangerous vehicles.

689. Defendants owed members of the Virginia Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Latching Device Defect. Accordingly, Defendants engaged in one or more of the following unfair or deceptive business practices prohibited by Va. Code Ann. § 59.1-200:

- a. Representing that the Class Vehicles and/or the defective Latching Devices installed in them have characteristics, uses, benefits, and qualities which they do not have;
- b. Representing that the Class Vehicles and/or the defective Latching Devices installed in them are of a particular standard, quality, and grade when they are not;
- c. Advertising the Class Vehicles and/or the defective Latching Devices installed in them with the intent not to sell or lease them as advertised; and
- d. Engaging in any other deception, fraud, false pretense, false promise, or misrepresentation.

Va. Code Ann. §§ 59.1-200(A)(5)-(6), (8), and (14).

690. Because Defendants fraudulently concealed the Latching Device Defect in Class Vehicles, and disclosure of the Latching Device Defect would cause a reasonable consumer to be deterred from purchasing the Class Vehicles, members of the Virginia Sub-Class overpaid for the Class Vehicles and the value of the Class

Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Defendants' conduct, they are now worth significantly less than they otherwise would be.

691. Defendants' failure to disclose and active concealment of the dangers and risks posed by the Latching Device Defect in Class Vehicles were material to members of the Virginia Sub-Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

692. Members of the Virginia Sub-Class suffered ascertainable loss caused by Defendants' misrepresentations and their failure to disclose material information. Had they been aware of the Latching Device Defect that existed in the Class Vehicles, and Defendants' complete disregard for safety, the members of the Class either would have paid less for their vehicles or would not have purchased or leased them at all. The members of the Virginia Sub-Class had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

693. Members of the Virginia Sub-Class did not receive the benefit of their bargain as a result of Defendants' misconduct.

694. As a direct and proximate result of Defendants' violations of the Virginia CPA, members of the Virginia Sub-Class have suffered injury-in-fact and/or actual damage.

695. Pursuant to Va. Code Ann. § 59.1-204(A)–(B), the Plaintiff and members of the Virginia Sub-Class may seek an order enjoining the Defendants' unfair or deceptive acts or practices and awarding damages and any other just and proper relief available under the Virginia CPA.

696. Defendants were provided notice of the issues raised in this Count and this Complaint, as detailed above. In addition, on August 16, 2021, a notice letter was sent on behalf of members of the Virginia Sub-Class to Defendants. Because Defendants failed to remedy their unlawful conduct within the requisite time-period, members of the Virginia Sub-Class seek all damages and relief to which they are entitled.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**VA. CODE ANN. §§ 8.2-313 AND 8.2A-210**  
**(ON BEHALF OF THE VIRGINIA SUB-CLASS)**

697. Plaintiff Jennifer Tolbert (for purposes of this count, "Plaintiff") brings this claim on behalf of herself and the Virginia Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

698. Plaintiff re-alleges and incorporates by reference all preceding allegations as though fully set forth herein.

699. Defendants are and were at all relevant times “merchants” with respect to motor vehicles under Va. Code Ann. §§ 8-2-104(1) and 8.2A-103(1)(t), and “sellers” of motor vehicles under § 8.2-103(1)(d).

700. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Va. Code Ann. § 8-2A-103(1)(p).

701. Plaintiff and members of the Virginia Sub-Class members who purchased Class Vehicles in Virginia are “buyers” within the meaning of Va. Code Ann. § 8.2-103(1)(a).

702. Members of the Virginia Sub-Class who leased FCA Class Vehicles in Virginia are “lessees” within the meaning of Va. Code Ann. § 8.2A-103(1)(n).

703. The Class Vehicles are and were at all relevant times “goods” within the meaning of Va. Code Ann. §§ 8.2-105(1) and 8.2A-103(1)(h).

704. Defendants provided Plaintiff and members of the Virginia Sub-Class with one or more express warranties in connection with the purchase or lease of Class Vehicles. For illustrative purposes, Defendants currently provide: (1) bumper-to-bumper coverage for six years or 72,000 miles, whichever came first; or (2) four years, or 50,000 miles, whichever comes first, on a bumper-to-bumper basis. Under the warranties provided to Plaintiff and the Virginia Sub-Class, Defendants promised to repair or replace covered defective components, at no cost to owners

and lessees of the Class Vehicles. As alleged herein, Defendants breached these warranties.

705. Defendants represented in the maintenance schedules and warranty guides for the Class Vehicles that there would be no need to inspect, repair, replace or service the Latching Device prior to 280,000 miles. Such representations formed the basis of the bargain in Plaintiff and members of the Virginia Sub-Class's decisions to purchase or lease the Class Vehicles.

706. Defendants also marketed the Class Vehicles as high quality, reliable, and safe vehicles, and that Defendants would stand behind the quality of their products and promptly repair any defects. These statements helped conceal the existence of the Latching Device Defect and its corresponding safety risk from Plaintiff and members of the Virginia Sub-Class.

707. Plaintiff and members of the Virginia Sub-Class have had sufficient direct dealings with Defendants or their agents, their authorized dealerships, to establish privity of contract between Defendants, on the one hand, and Plaintiff and members of the Virginia Sub-Class, on the other hand. Nonetheless, privity is not required here because Plaintiff and each of the other members of the Classes are intended third-party beneficiaries of contracts between Defendants and their dealers. The dealers were not intended to be the ultimate users of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the



warranty agreements were designed for and intended to benefit purchasers and lessees of the Class Vehicles only.

708. Defendants' warranties formed a basis of the bargain that was reached when Plaintiff and members of the Virginia Sub-Class purchased or leased their Class Vehicles. Given that the nature of the Latching Device Defect is by design, the warranties are substantively unconscionable because Defendants knew that the Latching Device was defective and manipulated the warranties in such a manner to avoid paying the costs to repair and/or replace the Latching Device.

709. Plaintiff and members of the Virginia Sub-Class were induced to purchase or lease the Class Vehicles under false and/or fraudulent pretenses. Despite the existence of the warranties, Defendants failed to adequately inform Plaintiff and members of the Virginia Sub-Class that the Class Vehicles contained the Latching Device Defect and failed to provide a suitable repair or replacement of the Latching Device free of charge within a reasonable time.

710. On information and belief, Defendants have not suitably repaired or replaced the defective Latching Device free of charge for Plaintiff and members of the Virginia Sub-Class despite the existence of the Defect in the Class Vehicles at the time of sale or lease.

711. The warranties accompanying Class Vehicles were procedurally and substantively unconscionable because of the disparity in bargaining power of the

parties, the purchasers' lack of knowledge that Class Vehicles were defective, the inability of Class Vehicle purchasers to bargain with Defendants to increase coverage of the warranties, their lack of knowledge, their lack of meaningful alternatives, disparity in sophistication of the parties, unfair terms in the warranty (including, but not limited to, exclusion of design defects that unfairly favored Defendants particularly where there were Class Vehicle defects known only to Defendants and the warranty unfairly shifted repair costs to consumers when the Defect manifests in the Class Vehicles during their reasonably expected life), absence of effective warranty competition, and the fact that Class Vehicles fail with substantially fewer miles of operation than competitive vehicles from other manufacturers or models much like the Class Vehicles without the Latching Device Defect.

712. The time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiff and members of the Virginia Sub-Class. Among other things, Plaintiff and members of the Virginia Sub-Class did not determine these time limitations, the terms of which unreasonably favored Defendants. A gross disparity in bargaining power existed between Defendants and members of the Classes, and Defendants knew or should have known that the Class Vehicles were defective at the time of sale or lease and that the Latching Device Defect posed a safety risk.

713. Defendants were provided notice of the Latching Device Defect by numerous consumer complaints made to their authorized dealers nationwide, complaints to NHTSA and through their own testing. Affording Defendants a reasonable opportunity to cure their breach of written warranties would be unnecessary and futile here because Defendants have known of, concealed the Latching Device Defect, and have failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

714. Defendants were provided notice by Plaintiff of their breach of express warranties by letter dated August 16, 2021. *See* Exhibit A. Despite this notice, Defendants did not cure their breach of express warranties and failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

715. Because of the Latching Device Defect, the Class Vehicles are not reliable and owners of these vehicles have lost confidence in the ability of Class Vehicles to perform the function of safe reliable transportation.

716. As a direct and proximate result of Defendants' breach of express warranties, Plaintiff and members of the Virginia Sub-Class have been damaged in an amount to be determined at trial.

717. In the alternative, should Defendants claim that the Latching Device Defect is covered under the warranties, the warranties now fail in its essential

purpose because the contractual remedy is insufficient to make Plaintiff and members of the Virginia Sub-Class whole because, on information and belief, Defendants have failed and/or have refused to adequately provide the promised remedies within a reasonable time.

718. Finally, because of Defendants' breach of express warranty as set forth herein, Plaintiff and members of the Virginia Sub-Class assert, as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to Plaintiff and members of the Virginia Sub-Class of the purchase or lease price of all Class Vehicles currently owned or leased, and for such other incidental and consequential damages as allowed.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**VA. CODE ANN. §§ 8.2-314 AND 8.2A-212**  
**(ON BEHALF OF THE VIRGINIA SUB-CLASS)**

719. Plaintiff Jennifer Tolbert (for purposes of this count, "Plaintiff") brings this claim on behalf of herself and the Virginia Sub-Class against Defendants on behalf of purchasers and lessees of the Class Vehicles.

720. Plaintiff re-alleges and incorporates by reference all preceding allegations as though fully set forth herein.

721. Defendants are and were at all relevant times "merchants" with respect to motor vehicles under Va. Code Ann. §§ 8.2-104(1) and 8.2A-103(1)(t), and "sellers" of motor vehicles under § 8.2-103(1)(d).

722. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Va. Code Ann. § 8.2A-103(1)(p).

723. Plaintiff and members of the Virginia Sub-Class who purchased Class Vehicles in Virginia are “buyers” within the meaning of Va. Code Ann. § 8-2-313(1).

724. Members of the Virginia Sub-Class who leased FCA Class Vehicles in Virginia are “lessees” within the meaning of Va. Code Ann. § 8-2A-103(1)(n).

725. The Class Vehicles are and were at all relevant times “goods” within the meaning of Va. Code Ann. §§ 8.2-105(1) and 8.2A-103(1)(h).

726. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which such goods are used is implied by law pursuant to Va. Code Ann. §§ 8.2-314 and 8.2A-212.

727. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and were and are not fit for the ordinary purpose of providing safe and reliable transportation. The Class Vehicles contain an inherent defect—the Latching Device Defect—at the time of sale or lease and thereafter and present an undisclosed safety risk to drivers and occupants. Thus, Defendants breached their implied warranty of merchantability.

728. Through their maintenance schedules, Defendants further represented that the defective Latching Device would not need periodic inspection, repair or

replacement before 280,000 miles and/or fraudulently concealed the need for periodic inspection, repair or replacement of the Latching Device before 280,000 miles by omitting the Latching Device from the maintenance schedules. Defendants cannot disclaim their implied warranty as they knowingly sold or leased a defective product.

729. Plaintiff and members of the Virginia Sub-Class have had sufficient direct dealings with Defendants or their agents, their authorized dealerships, to establish privity of contract between Defendants, on the one hand, and Plaintiff and members of the Virginia Sub-Class, on the other hand. Nonetheless, privity is not required here because Plaintiffs and each of the other members of the Classes are intended third-party beneficiaries of contracts between Defendants and their dealers. The dealers were not intended to be the ultimate users of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles.

730. Defendants were provided notice of the Latching Device Defect by numerous consumer complaints made to their authorized dealers nationwide, complaints to NHTSA and through their own testing. Affording Defendants a reasonable opportunity to cure their breach of implied warranties would be unnecessary and futile here because Defendants have known of and concealed the Latching Device Defect and, on information and belief, have refused to repair or replace the defective Latching Device free of charge within a reasonable time.

731. Defendants were further provided notice by Plaintiff of their breach of implied warranties by letter dated August 16, 2021. *See* Exhibit A. Despite this notice, Defendants did not cure their breach of implied warranties and failed to provide a suitable repair or replacement of the defective Latching Device free of charge within a reasonable time.

732. Any attempt by Defendants to disclaim or limit the implied warranty of merchantability vis-à-vis consumers is unconscionable and unenforceable here. Specifically, any limitation on Defendants' warranty is unenforceable because they knowingly sold or leased a defective product without informing consumers about the Defect. Any applicable time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiff and members of the Virginia Sub-Class. Among other things, Plaintiff and members of the Virginia Sub-Class did not determine these limitations, the terms of which unreasonably favored Defendants. A gross disparity in bargaining power existed between Defendants and members of the Virginia Sub-Class, and Defendants knew or should have known that the Class Vehicles were defective at the time of sale or lease and that the Latching Device Defect posed a safety risk.

733. Plaintiff and members of the Virginia Sub-Class have been excused from performance of any warranty obligations as a result of Defendants' conduct

described herein. The applicable statute of limitations for the implied warranty claim has been tolled by the discovery rule and/or fraudulent concealment.

734. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff and members of the Virginia Sub-Class have been damaged in an amount to be proven at trial.

#### **IX. PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, respectfully request that this Court enter judgment against Defendants and in favor of Plaintiffs and the Class and Sub-Class, and award the following relief:

- A. An order certifying this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, declaring Plaintiffs as the representatives of the Class and Sub-Class, and Plaintiffs' counsel as counsel for the Class and Sub-Class;
- B. An order awarding declaratory relief and enjoining Defendants from continuing the unlawful, deceptive, fraudulent, harmful, and unfair business conduct and practices alleged herein;
- C. Injunctive and equitable relief in the form of a comprehensive program to repair or replace the Latching Device in all Class Vehicles, and/or buyback all Class Vehicles, and to fully reimburse and make whole all members of the Class for all costs and economic losses;



- D. Appropriate injunctive and equitable relief;
- E. A declaration that Defendants are financially responsible for all Class notice and the administration of Class relief;
- F. An order awarding costs, restitution, disgorgement, punitive damages, treble damages and exemplary damages under applicable law, and compensatory damages for economic loss, overpayment damages, and out-of-pocket costs in an amount to be determined at trial;
- G. An order awarding any applicable statutory and civil penalties;
- H. A declaration that Defendants are required to engage in corrective advertising;
- I. An order requiring Defendants to pay both pre- and post-judgment interest on any amounts awarded;
- J. An award of costs, expenses and attorneys' fees as permitted by law; and
- K. Such other or further relief as the Court may deem appropriate, just, and equitable.

**X. DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of any and all issues in this action so triable of right.

DATED: October 15, 2021

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Christopher L. Ayers  
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Respectfully submitted,

/s/ James E. Cecchi

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# EXHIBIT A

**CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, P.C.**  
**COUNSELLORS AT LAW**

CHARLES C. CARELLA  
 JAN ALAN BRODY  
 JOHN M. AGNELLO  
 CHARLES M. CARELLA  
 JAMES E. CECCHI

JAMES D. CECCHI (1933-1995)  
 JOHN G. GILFILLAN III (1936-2008)  
 ELLIOT M. OLSTEIN (1939-2014)  
 BRENDAN T. BYRNE (1924-2018)

JAMES T. BYERS  
 DONALD F. MICELI  
 CARL R. WOODWARD, III  
 MELISSA E. FLAX  
 DAVID G. GILFILLAN  
 G. GLENNON TROUBLEFIELD  
 BRIAN H. FENLON  
 LINDSEY H. TAYLOR  
 CAROLINE F. BARTLETT  
 ZACHARY S. BOWER+  
 DONALD A. ECKLUND  
 CHRISTOPHER H. WESTRICK\*  
 MICHAEL CROSS  
 STEPHEN R. DANEK  
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**www.carellabyrne.com**

PETER G. STEWART  
 FRANCIS C. HAND  
 AVRAM S. EULE  
 JAMES A. O'BRIEN III  
 JOHN G. ESMERADO  
 GREGORY G. MAROTTA  
 STEVEN G. TYSON

RAYMOND J. LILLIE  
 MEGAN A. NATALE  
 CHRISTOPHER J. BUGGY  
 JOHN P. PETROZZINO  
 KEVIN COOPER  
 MARYSSA P. GEIST  
 JORDAN M. STEELE\*\*

OF COUNSEL

\*CERTIFIED BY THE SUPREME COURT OF  
 NEW JERSEY AS A CIVIL TRIAL ATTORNEY  
 +MEMBER FL BAR ONLY  
 \*\*MEMBER NY BAR ONLY

August 16, 2021

**VIA FIRST CLASS MAIL & FEDEX**  
**RETURN RECEIPT REQUESTED**

ATTN: Scott Keogh, President and CEO Volkswagen AG  
 Volkswagen Group of America, Inc. Berliner Ring 2  
 2200 Ferdinand Porsche Drive 38440 Wolfsburg  
 Herndon, VA 20171 GERMANY

**RE: Model Years' 2018–2021 VW Atlas Latch Defect Litigation**

Dear Mr. Keogh:

We write on behalf of the following owners and lessees of the Volkswagen Atlas, model years 2018 – 2021 (collectively, “Atlas” or the “Vehicle”), manufactured and distributed in the United States by Volkswagen Group of America, Inc. (“Volkswagen”):

Name	State of Residence	Model Year	Seat Style
Beatriz Tijerina	California	2018	Bench
David Concepción	California	2018	Captain’s Seats
Jillian Jordan	California	2019	Captain’s Seats
Gina Aprile	Florida	2018	Bench
Theresa Gillespie	Florida	2021	Bench
Talina Henderson	Kentucky	2021	Captain’s Seats
Lauren Daly	Massachusetts	2021	Captain’s Seats
Diana Ferrara	Massachusetts	2018	Bench
Shane McDonald	Michigan	2018	Bench
Kasem Curoy	New York	2021	Bench
Christa Callahan	Pennsylvania	2018	Captain’s Seats
Erica Upshur	Pennsylvania	2018	Bench
Johnnie Moutra	Texas	2019	Captain’s Seats
Jennifer Tolbert	Virginia	2020	Bench

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On behalf of these individuals (collectively, “Plaintiffs”) and all others similarly situated in the United States (“Class”), we write to notify you that your Company has breached express and/or implied warranties and engaged in unfair, fraudulent, deceptive, and other unlawful acts and practices in connection with your manufacturing, advertising, marketing, and/or sale of the Atlas. The acts and practices complained of here concern a substantial defect in the latching mechanism for second-row seats in the Atlas, causing the seat(s) to slam forward during deceleration and causing passengers to collide into the Vehicle’s front seats (“Latch Defect”). Infants and children are particularly susceptible to harm resulting from the Latch Defect due to their common seating position in the second-row and their vulnerability from being a low-weight group. By knowingly failing to disclose the Latch Defect to consumers and by failing to correct the problem, Volkswagen has violated express warranty, implied warranty, and consumer protection laws in all United States jurisdictions. Plaintiffs, on behalf of themselves and the Class, intend to sue you unless you promptly cure such violations.<sup>1</sup>

Since the announcement of the Atlas lineup, Volkswagen has promoted the Vehicle as ‘family-ready’ with a suite of safety features “designed to draw attention in the crowded family SUV segment.”<sup>2</sup> Volkswagen’s focus on safety and family has been a core focus for its marketing and advertising campaigns.<sup>3</sup> Commercials for the Atlas show families coming together, such as in a ninety-second advert promoting the 2018 Volkswagen Atlas that follows the story of a widow and her family reacting to her deceased husband’s last will for them to travel America together.<sup>4</sup> Likewise, in a marketing brochure for the 2018 Volkswagen Atlas, Volkswagen claims that “[it] never forget[s] that the most important things in an Atlas are you and your family. Helping you feel safe and helping you stay safe is a priority.”<sup>5</sup> Further stating, “[b]ig families need a big SUV. Introducing the Atlas, large enough to handle everything from the daily car pool to a weekend

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<sup>1</sup> To the extent required under the laws of any United States jurisdictions, this letter constitutes notice of violations and an intent to bring suit.

<sup>2</sup> Press Release, Volkswagen of America, Inc., *2018 Volkswagen Atlas: the family-sized SUV built in America* (April 2, 2017), <https://media.vw.com/en-us/releases/857/>.

<sup>3</sup> Volkswagen continues to market the Atlas as a safe, family-ready vehicle, as stated on Volkswagen’s website: “Safety is a core value to us. And while we can’t predict everything you might encounter, we can and do spend long hours trying to help you prepare for it.” See VOLKSWAGEN GROUP OF AMERICA, INC., <https://www.vw.com/en/models/atlas> (last accessed July 28, 2021).

<sup>4</sup> Daily Commercials, *Volkswagen: Atlas – America – Full Version* (May 9, 2017), <https://dailycommercials.com/volkswagen-atlas-america-full-version/>.

<sup>5</sup> See *2018 Atlas*, VOLKSWAGEN GROUP OF AMERICA, INC., [cdn.dealereprocess.org/cdn/brochures/volkswagen/2018-atlas.pdf](https://cdn.dealereprocess.org/cdn/brochures/volkswagen/2018-atlas.pdf); *2019 Atlas*, VOLKSWAGEN GROUP OF AMERICA, INC., [cdn.dealereprocess.org/cdn/brochures/volkswagen/2019-atlas.pdf](https://cdn.dealereprocess.org/cdn/brochures/volkswagen/2019-atlas.pdf); *2020 Atlas*, VOLKSWAGEN GROUP OF AMERICA, INC., [cdn.dealereprocess.org/cdn/brochures/volkswagen/2020-atlas.pdf](https://cdn.dealereprocess.org/cdn/brochures/volkswagen/2020-atlas.pdf); *2021 Atlas*, VOLKSWAGEN GROUP OF AMERICA, INC., [cdn.dealereprocess.org/cdn/brochures/volkswagen/2021-atlas.pdf](https://cdn.dealereprocess.org/cdn/brochures/volkswagen/2021-atlas.pdf).

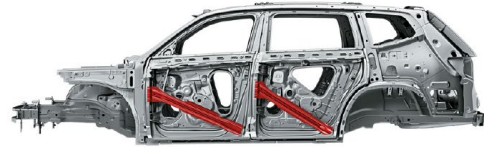
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adventure. It comes with seven seats and a 3<sup>rd</sup> row kids will love to sit in.”<sup>6</sup> This brochure, and updates to it for later model years, contain visual representations of children contrasted against the Vehicle’s safety features, as shown below:



**Safety never rests.**

We never forget that the most important thing in an Atlas are you and your family. Helping you feel safe and helping you stay safe is a priority.



**Safety cage**  
Front and rear crumple zones help absorb crash energy, while a rigid safety cage helps deflect it away from the driver and passengers.

**Seven stability-enhancing systems**  
From Electronic Brake-pressure Distribution, which helps maintain responsive stopping power during a hard-braking situation, to Electronic Stability Control, which can adjust engine throttle and apply corrective forces as needed when necessary, there are in total seven stability-enhancing systems at your service.

**Intelligent Crash Response System (ICRS)**  
In the event of a collision, it displays the airbag(s) and ICRS can even off the fuel pump, unlock the doors, and activate the hazard lights. It's because if you might not be able to.

**Audi-matrix Post-Collision Braking System**  
Not every collision brings a car to a stop. That's why your vehicle includes the Audi-matrix Post-Collision Braking System. It can also help slow the vehicle down after a collision, helping reduce the chance of additional impacts.



In contrast to Volkswagen’s ‘helping you stay safe’ marketing campaign, Volkswagen has been aware or should have been aware that second-row seats in the Atlas may slam forward under certain conditions causing injury to a rear-seated passenger and has failed to act. As stated in a complaint filed with the National Highway Traffic Safety Administration (“NHTSA”), “while driving various speeds and depressing the brake pedal, the middle row seats violently shift[s] forward while occupied.”<sup>7</sup> This complaint, along with reports from other consumers, state that the Latch Defect was reported to Volkswagen and that Volkswagen provided the complainants a case number for reference. Online, consumers have similarly complained of reporting the Latch Defect to Volkswagen dealerships, but that their complaints went unresolved despite their children being physically injured.<sup>8</sup> Volkswagen has yet to issue a recall or take remedial actions on behalf of affected consumers.

<sup>6</sup> *Id.*

<sup>7</sup> This complaint, NHTSA ID Number 11254801, is summarized in detail below.

<sup>8</sup> See, e.g., VW Atlas Forum, *Atlas 2nd row lever issue, if it is dangerous?*, <https://www.vwatlasforum.com/threads/atlas-2nd-row-lever-issue-if-it-is-dangerous.3233/> (last accessed Jun 16, 2021) (“I reported this to my dealer and to NHSTA! The little red button was not popped up and my toddler was in a forward facing car seat. Came to a stop and was slammed into the front seat choked and crying! I called the dealer right away [Greeley Volkswagen, located in Greeley, CO] and they were not concerned.”) (“We’ve had this happen twice in the span of 3 months. Our older preteen daughter climbs into the back and pulls the seat back but not enough to latch it. Then our 4 year old in a forward facing booster is strapped in and when we brake hard enough she goes flying into the seat in front of her! So far it’s been frightened but ok but I’m honestly terrified what could happen if it wasn’t latched and we got into even a minor accident.”).

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Upon information and belief, the Latch Defect may occur by a failure of the latching mechanism to properly secure the second-row seat(s) in position. As illustrated below:



At this stage, it is clear that: (i) simply pushing the seat(s) into place may not properly secure them; (ii) the latch may be initially secured then release upon sudden stoppage, shifting the seat(s) forward; and (iii) some reports indicate the seatbelt may become entangled in the latching mechanism. Regardless of the mechanics underlying the Latch Defect, the result is that the seat(s) initially appear stable enough for rear passengers to be seated, buckled in, and for the trip to begin: before violently slamming forward and causing injuries and/or death to occupants.

The Latch Defect is especially risky to children and infants—who are lighter—and so are more vulnerable to the weight of the seat(s) lurching forward. The severity of which is evident from injuries already sustained by consumers' children. According to various complaints filed with the NHTSA:

NHTSA ID Number: 11420512  
Incident Date: June 10, 2021  
Consumer Location: Vancouver, WA  
VIN: 1V2CR2CA4JC\*\*\*\*

I feel as if the 2nd row lever system is a malfunction. It does not provide safety for the 2nd row of passengers to not be crushed or be smashed into the back of the front row seats if the lever is pulled while the vehicle is in motion. This is our only vehicle and our family vehicle. It can happily be available upon request. The safety of any child passenger is at risk if they are in the 2nd row and the lever to fold the seats down or back to gain access to the 3rd row is accidentally pulled while the vehicle is in motion. The problem has not been confirmed or reproduced at a service center. It can easily be reproduced but for the safety of my small children, without kids in the 2nd row. This is an internal (inside the vehicle) safety failure or malfunction. It has not been inspected by any official at this time. There isn't anything that locks the seat rail in place while the vehicle is in motion. This is an internal vehicle issue that does not give any warning lamps, messages or other symptoms to warn of the

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lever being pulled or activated. It has recently come to my attention that our VW Atlas is lacking in any safety feature that prevents the 2nd row from coming unlatched from the rails, when the row lever is released. This does cause a significant safety issue as most children don't know that they cannot and should not reach or use this lever while the vehicle is in motion, thus causing significant, if not life threatening injury to the children riding in the 2nd row. I myself have 2 children under 2. I know as they get older or as we watch their cousins more often, we will be utilizing the 3rd row more. I do not want to have to worry that my nieces or nephews have pulled the lever causing the seat to catapult my children's necks into the backs of the front row seats. I want to stress how important it is to fix it. My daughter is due to be front-facing in the next couple of months in her car seat.<sup>9</sup>



NHTSA ID Number: 11423061  
Incident Date: May 13, 2021  
Consumer Location: Allentown, PA  
VIN: 1V2SR2CA4MC\*\*\*\*

We have a 2021.5 Volkswagen Atlas with captain's chairs in the 2nd row. Our 4 year old was riding in a forward-facing car seat installed with lower anchors + tether strap in the 2nd row driver's side and a friend's 8 year old was riding in the 3rd row driver's side in a backless booster. I was in the front passenger seat and my husband was driving. While my husband was braking, the 8 year old lifted up on the 3rd row access lever, located on the upper left side of the 2nd row driver's side captain's chair. The 2nd row captain's chair lifted up, slid forward, and SLAMMED my 4 year old son into the driver's seat. The 8 year old immediately panicked, which caused me to turn around. ***My 4 year old was not making any noise - almost certainly because his nose and mouth were pressed tightly into the back of the driver's seat, preventing him from making a sound. While in the front passenger seat, I tried to push the captain's chair back into place - but it was way too heavy.*** Luckily, we were on a road where my husband was able to quickly pull over and jump out to put the captain's chair back into place. As soon as my husband started to move the captain's chair away from the driver's seat, my 4 year old started screaming. After this incident, our 4 year old showed us that while buckled into his forward-facing car seat in the 3rd row of the Atlas he was able to use his foot to lift up on the 3rd row access lever, causing the captain's chair to slam into the back of the front seat exactly as happened when the 8 year old lifted the lever during our trip.



NHTSA ID Number: 11395002  
Incident Date: February 4, 2021

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<sup>9</sup> All emphasis added. Complaints available at: <https://www.nhtsa.gov/vehicle/>.



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Consumer Location: Irvine, CA  
VIN: 1V2NR2CA8JC\*\*\*\*

My 6-year-old son was in the middle left seat, I pulled the car out of garage and drove up to the intersection next to my home and applied gentle break. His seat came all the way in the front and his nose hit the driver seat. This is the third time it has happened that seat was not properly locked. After it happened second time, we have been careful to check the seat before we start driving. We heard the click sound indicating that the seat was properly locked. *It's been a terrifying experience for the young one. I'm also attaching the picture of his bruised nose.*



NHTSA ID Number: 11341214  
Incident Date: July 23, 2020  
Consumer Location: Chattanooga, TN  
VIN: 1V2XR2CA2KC\*\*\*\*

When lowering the third row seats of the atlas the seats slam down and forward with great force. When parked today, I was lowering the seats and the seat lowered with such force the my foot was mashed and pinned immediately a large knot appeared. I plan to have an x-ray of the foot tomorrow. *My immediate thought was the damage that could have been done to a smaller child.*



NHTSA ID Number: 11338887  
Incident Date: July 12, 2020  
Consumer Location: Bensenville, IL  
VIN: BR3CA1MC\*\*\*\*

Rear passenger seat belts can become caught in over-shoulder seat release lever (affects all rear seats, except middle bench seat). This can prevent seat belts from retracting properly. This happens frequently when middle row seats are returned to seating position from fold-down position. This slightly has the potential to cause t to be seat to release while the vehicle is in motion.



NHTSA ID Number: 11254801  
Incident Date: June 1, 2019  
Consumer Location: Falls Church, VA  
VIN: 1V2MR2CA8JC\*\*\*\*

The contact owns a 2018 Volkswagen Atlas. While driving various speeds and depressing the brake pedal, the middle row seats violently shifted forward while

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occupied. The contact also mentioned that the failure occurred while the seats were not occupied. The vehicle was not taken to a dealer or independent mechanic for diagnostic testing or repairs. The manufacturer was made aware of the failure and the contact was provided a case number. The failure mileage was 11,000.



NHTSA ID Number: 11181108  
Incident Date: February 19, 2019  
Consumer Location: Steamboat Springs, CO  
VIN: 1V2URCA6KC5\*\*\*\*

While driving and coming to a slow stop at a stop sign. The middle row right side seat disengaged *while child and car seat in the seat and flung forwarded and into the back of the front passenger seat.*



NHTSA ID Number: 11143677  
Incident Date: October 23, 2018  
Consumer Location: Pasadena, CA  
VIN: 1V2FR2CA6JC\*\*\*\*

After owning an Atlas for about 2 weeks, I picked up my 2 year old and put him in his forward-facing car seat in the 2nd row. As I started to slow down as we approached a red light (normal stop - not a hard brake by any means), the seat that my 2 year old was sitting in slammed forward into the back of the front passenger seat. *With my child screaming and crying, I quickly put the vehicle into park and turned around to push his seat back into the normal position. My child had a minor abrasion on his forehead but fortunately, the head protection on either side of his head took the brunt of the impact.* The captains chair must have not been locked into place. After investigating further, I found that I really have to make an effort to get these seats to lock into place. Simply pushing these seats into place will not lock them (I kind of have to slam them back to get them to lock). In my opinion, these seats should lock into place much easier. *I could easily see many children sustaining injuries (or worse) in this vehicle due to this flaw.*



NHTSA ID Number: 11141524  
Incident Date: October 18, 2018  
Consumer Location: Alexandria, VA  
VIN: 1V2NR2CA1JC\*\*\*\*

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We have a front facing childseat installed in the 2nd row passenger captain seat and a rear facing infant child seat in the passenger side third row. This configuration is necessary because the infant seat has a bracing bar that is difficult to raise and lower prohibiting the chair from angling forward for climbing in and out of the third row. However, we have learned on 2 separate occasions, within the first moments of driving/accelerating, that the 2nd row car seat may spring forward forceably, smashing the face and body of our restrained 4 yr old child into the back of the front passenger seat. The seat is too heavy and locks in the forward position, making it impossible to push back, trapping the child until an adult is able to exit the vehicle and pull the seat back from the outside. The seat initially appears to be locked in the correct place, or is at least stable enough for the child to climb into her seat, buckle in, and the trip to begin. At some point thereafter the seat propels forward. We are unclear whether the latch fails or is not sufficiently engaged. ***The incidents have been extremely scary, and has resulted in a bloody lip, and abrasions and contusions to our child's face. In these situations, until we are able to safely respond, we are only able to see our child's terrified eyes and hear her crying. We are extremely concerned about the potential for other head and neck injuries as the seat rockets forward extremely fast and with significant force.*** We are unsure what would happen in the event we switched her spot with an infant seat instead.

.....

NHTSA ID Number: 11138872  
 Incident Date: October 5, 2018  
 Consumer Location: San Bruno, CA  
 VIN: 1V2LR2CA0JC\*\*\*\*

We purchased our VW Atlas on August 24, 2018. Since then, we have experienced two occasions where the second row seat has hinged forward while occupied by our seven year old daughter in her car seat with the car was in motion. In both cases it has been the second row seat on the right. In both instances, our daughter was thrown forward into the back of the passenger's seat with significant force when the vehicle was moving down hill at a slow speed toward a stop sign. ***Had the vehicle been moving faster and come to an abrupt stop it seems likely that severe injury and possible death could have occurred instantly to her.*** We feel that the pop up indicator located on the top of the seat is an inadequate means to inform the driver that the seat is not properly secured to the floor. We missed this very important indicator on two occasions now. When we purchased the car and went through all notifications on the car with the salesperson, this was not brought to our attention. At minimum, this very technical vehicle should alert the driver before driving (similar to the seatbelt notification) with both an oral and visual alert that the seat is not properly secured to prevent this from happening to other owners or users of the vehicle. ***It has been a terrifying experience for our daughter who is trapped against the passenger seat until the driver can stop the car and move the***

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*seat back. She no longer wants to sit in that seat. This certainly seems like a possibly life-threatening issue to validate a safety recall. We hope that action is taken to keep all passengers safe.*



NHTSA ID Number: 11092491  
Incident Date: March 18, 2018  
Consumer Location: Little Rock, AR  
VIN: 1V2DR2CA0JC\*\*\*\*

The 2nd row does not lock easily. Upon sudden brake, the seat came loose and slammed into the back of the front seat. *Nobody was sitting there at the time but if my child was in a child seat, she would have been injured very easily.*

Volkswagen’s failure to address the Latch Defect is all the more serious in the face of the mounting injuries and deaths due to seat structural failures that has triggered calls for national legislation. On July 1, 2020, U.S. Senators Edward Markey and Richard Blumenthal introduced the Modernizing Seat Back Safety Act in the Senate and later reintroduced the bill in April 2021 to address this and similar issues. The senators argue that the NHTSA has neglected to improve the standard for motor vehicle seat integrity, with the standard last revised in 1967. The proposed bill states that “crashes involving structural failures in passenger motor vehicles pose a significant public health and safety threat, particularly to children occupying rear seats” and that “thousands of preventable fatalities and life-threatening injuries have occurred as a result of motor vehicle seat failures.”<sup>10</sup>

As a result of the Latch Defect, and as with seat structural failures generally, the resulting injury is typically to the rear passenger. A recent report looking at all seatback failures found that many of these cases have involved children in the rear passenger seat suffering either serious or fatal injuries.<sup>11</sup> Indeed, more than 100 people have been severely injured or killed by seat structural failures in the past 30 years, but the true total is likely higher because incidents are not closely reported.<sup>12</sup> Nor is this the first instance that the Atlas has faced issues with the integrity of its seats. On June 29, 2018, Volkswagen initiated a recall of 54,537 of its 2018 Atlas vehicles because wide child car-seat bases were interfering with and damage seat-belt buckles in the second

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<sup>10</sup> Modernizing Seat Back Safety Act, S. 4122, 117th Cong. §2(b) (2020); Megan Towey & Kris Van Cleave, *Senators Propose Legislation to Boost Safety of Vehicle Seats After CBS News Investigation*, CBS NEWS (April 26, 2021).

<sup>11</sup> Megan Towey, “No excuse”: Safety Experts Say This Car Defect Puts Kids in Danger, CBS NEWS (March 10, 2016), <https://www.cbsnews.com/news/seat-back-failures-injuries-deaths-auto-safety-experts-demand-nhtsa-action/>.

<sup>12</sup> *Id.*

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row, causing the belts to release unexpectedly.<sup>13</sup> According to Emily Thomas, Ph.D., an automotive safety engineer at Consumer Reports, Inc., the problem likely had do with the Atlas rear-seat design.<sup>14</sup>

Put simply, the Atlas contains a defect in the Vehicles' latching system that may harm rear-seated passengers. Specifically, the Latch Defect concerns the second-row passenger seats and their failure to latch in place consistently and securely, causing the seat(s) to lurch forward during deceleration and resulting passengers, especially young children, to collide into the Atlas' front seats. The Latch Defect lessens the value of the Atlas, especially for those consumers who purchased it for use as a family vehicle. Faced with the Latch Defect, owners/lessors must either live with the problems caused by the Latch Defect – or hope that VW will offer a solution and/or cover the costs to have their seats reinstalled or latches replaced when there is no present infrastructure to address this common issue. Without a solution available, some consumers have resorted to not using their Vehicles and/or not using certain seats within their Vehicles at all out of fear for their children's safety.

Plaintiffs and members of the proposed Class were harmed and suffered actual damages. Plaintiffs and the Class did not receive the benefit of their bargain. Instead, they purchased and leased vehicles of a lesser standard, grade and quality than represented; do not meet ordinary and reasonable consumer expectations regarding the quality, durability, or value of the Atlas; and are unfit for the intended purpose. Purchasers or lessees of the Atlas paid more, either thorough a higher purchase price or lease payments, than they would have had the Latch Defect been disclosed. This Notice is served on behalf of Plaintiffs and Class of current and former owners and lessees of the Atlas in the United States who will promptly seek damages, injunctive relief, and the full panoply of remedies available under the 50 states' consumer protection and warranty laws unless you provide the following remedies on a Class-wide basis:

- Compensate Plaintiffs and all members of the Class for their overpayment in purchasing or leasing Atlas Vehicles and for the diminished value caused by your allegedly deceptive and unfair conduct;
- Permit Plaintiffs and members of the Class to revoke acceptance of their Atlas Vehicles and fully refund their purchase price or payments under their leases;
- Reimburse Plaintiffs and members of the Class for incidental and consequential damages; and
- Cease and desist from all further deceptive, unfair, and unlawful conduct in connection with your business, vehicles currently on the road, and new vehicles offered for sale.

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<sup>13</sup> Keith Barry, *2018 Volkswagen Atlas Recalled for Car Seat Issue*, CONSUMER REPORTS (June 19, 2018), <https://www.consumerreports.org/car-recalls-defects/vw-recalls-atlas-suvs-for-child-car-seat-issue/>.

<sup>14</sup> *Id.*

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If you would like to discuss resolving these violations on a Class-wide basis without the need for litigation, I invite you to contact me at any time. I look forward to hearing from you.

Very truly yours,

CARELLA, BYRNE, CECCHI,  
OLSTEIN, BRODY & AGNELLO

*James E. Cecchi*

JAMES E. CECCHI

# EXHIBIT B

**DECLARATION OF BEATRIZ TIJERINA**

I, Beatriz Tijerina, declare as follows:

1. I am a Plaintiff in the lawsuit against Volkswagen Aktiengesellschaft and Volkswagen Group of America, Inc. and specifically to the Nationwide Claims and State Specific Claims of the California Sub-Class.

2. I am competent adult, over eighteen years of age, and at all times material to this action, I have been a citizen of the United States, residing in California. I make this affidavit as required by California Civil Code §1780(d).

3. The Complaint in this action is filed in the proper place for trial because Defendant VW America is incorporated in New Jersey, which is where a substantial portion of the transactions at issue in the complaint arose.

I declare under penalty of perjury under the laws of the United States that the foregoing is true to the best of my knowledge.

Executed this 14<sup>th</sup> day of October 2021 in National City, California.

  
Beatriz Tijerina (Oct 14, 2021 18:16 PDT)

---

Beatriz Tijerina






# Exhibit B - CA Declaration - Beatriz

Final Audit Report

2021-10-15

Created:	2021-10-14
By:	Jordan Steele (jsteele@carellabyme.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvOzV3c6dF-U0um8MJXj4oykR890a6HPr

## "Exhibit B - CA Declaration - Beatriz" History

-  Document created by Jordan Steele (jsteele@carellabyme.com)  
2021-10-14 - 3:26:38 PM GMT - IP address: 47.19.135.194
-  Document emailed to Beatriz Tijerina (bmrales2@gmail.com) for signature  
2021-10-14 - 3:26:51 PM GMT
-  Email viewed by Beatriz Tijerina (bmrales2@gmail.com)  
2021-10-14 - 3:27:32 PM GMT - IP address: 66.249.84.232
-  Document e-signed by Beatriz Tijerina (bmrales2@gmail.com)  
Signature Date: 2021-10-15 - 1:16:14 AM GMT - Time Source: server- IP address: 72.197.228.143
-  Agreement completed.  
2021-10-15 - 1:16:14 AM GMT

**DECLARATION OF DAVID CONCEPCIÓN**

I, David Concepción, declare as follows:

1. I am a Plaintiff in the lawsuit against Volkswagen Aktiengesellschaft and Volkswagen Group of America, Inc. and specifically to the Nationwide Claims and State Specific Claims of the California Sub-Class.

2. I am competent adult, over eighteen years of age, and at all times material to this action, I have been a citizen of the United States, residing in California. I make this affidavit as required by California Civil Code §1780(d).

3. The Complaint in this action is filed in the proper place for trial because Defendant VW America is incorporated in New Jersey, which is where a substantial portion of the transactions at issue in the complaint arose.

I declare under penalty of perjury under the laws of the United States that the foregoing is true to the best of my knowledge.

Executed this 14<sup>th</sup> day of October 2021 in Kensington, California.

*David Concepcion*  
David Concepcion (Oct 14, 2021 08:36 PDT)

David Concepción

# Exhibit B - CA Declaration - David

Final Audit Report

2021-10-14

Created:	2021-10-14
By:	Jordan Steele (jsteele@carellabyme.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsH_otrJIE6Nn-IZugfZChk1BQSw_IHJ1

## "Exhibit B - CA Declaration - David" History

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2021-10-14 - 3:26:03 PM GMT
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# EXHIBIT C



## USA Warranty and Maintenance Gasoline engine models only

Model Year 2018



USA Warranty and Maintenance:  
Gasoline engine models only  
Stand: 08.08.2017  
Englisch USA: 11.2017  
Teile-Nr.: 5N0012723SF



5N0012723SF

## Afterword

Volkswagen works constantly to improve all of its products. Due to ongoing vehicle development, changes in design, equipment, and technology are possible at any time. The information about equipment, appearance, performance, dimensions, weights, fuel consumption, standards, and functions of the vehicles is the information that was available as of the editorial deadline. Some of the equipment may not be available until later or may be available only in certain markets. Contact your authorized Volkswagen dealer or authorized Volkswagen Service Facility for more information. No legal obligations or commitments may be derived from the information, illustrations, and descriptions in this Manual.

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This paper was made from chlorine-free, bleached pulp.

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# Warranty

## Owner's information

Dear Owner,

This booklet contains the limited warranties applicable to your Model Year 2018 Volkswagen vehicle. Please read these limited warranties carefully to determine your warranty rights and obligations.

**Your New Vehicle Limited Warranty includes virtually bumper to bumper coverage for 6 years or 72,000 miles, whichever occurs first except as specified in the section entitled "Limited Coverage". Additionally, your vehicle has a Limited Warranty Against Corrosion Perforation for a period of 7 years or 100,000 miles, whichever occurs first.**

Emissions Control System warranties, mandated by Federal and California laws, are also included in your warranty package. The extent of warranty coverage for emission parts follows those mandates.

**To determine the California Emissions Warranty coverage for your vehicle, please refer to the California Emissions Warranty Supplement for additional information.**

Your satisfaction in understanding the limited warranties that apply to your Volkswagen model is important to us. If you have any questions concerning warranty coverage please refer to the Customer Care section → page 15 for contact information.

Likewise, if you have a concern or you are not satisfied with the service that you receive from your dealer, we suggest that you discuss it with the Service Manager at your dealer. If it is not resolved through your dealer, you may reach out to Customer CARE for further assistance. Please refer to the Customer Care section → page 15 for contact information.

**Volkswagen participates in BBB AUTO LINE, an arbitration program administered by the Council of Better Business Bureaus. If you have a problem arising under any Volkswagen written warranty, we request that you bring it to Volkswagen's attention. If we are unable to resolve it, you may file a claim with BBB AUTO LINE. To file a claim with BBB AUTO LINE, call 1-800-955-5100. There is no charge for the call.**

**You are required to use the BBB AUTO LINE program before asserting in court any presumption set forth in California Civil Code Section 1793.22, and before pursuing any legal remedy under 15 U.S.C. 2310(d) with respect to the New Vehicle Limited Warranty. You are not required to use BBB AUTO LINE before pursuing rights and remedies under any other State or Federal law. You may also be required to use the BBB AUTO LINE procedure before pursuing legal remedies under your state lemon law. Further information on the BBB AUTO LINE can be found in the "Consumer Protection Information" section of this manual.**

In the event that your authorized Volkswagen dealer or Volkswagen Customer CARE Representative has been unable to address the concern to your satisfaction, you may take advantage of BBB AUTO LINE, a program administered through the Council of Better Business Bureaus. The BBB AUTO LINE program offers arbitration services for the resolution of disputes.

### Notice of Address Change Notice of Used Car Purchase

The "National Traffic & Motor Vehicle Safety Act of 1966" requires manufacturer's to be in a position to contact vehicle owners if a correction of a safety-related defect or a noncompliance with an applicable Federal motor vehicle safety standard becomes necessary. If you change your address or buy a used Volkswagen vehicle, complete one of the postcards in the middle of this booklet. You need not use this card if you purchased your Volkswagen through an authorized Volkswagen dealer. <



## New Vehicle Limited Warranty

### What is covered

#### Warranty period

The New Vehicle Limited Warranty period is **6 years or 72,000 miles**, whichever occurs first, except as specified in the section entitled "Limited Coverage".

**Any implied warranty, including any implied warranty of merchantability or warranty of fitness for a particular purpose, is limited in duration to the period of this written warranty. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.**

#### Coverage

Except as specified in the section entitled "Limited Coverage", this warranty covers any repair to correct a defect in manufacturer's material or workmanship (i.e., mechanical defects), except wheel alignment, tire balance, and the repair or replacement of tires.

#### Limited Coverage

##### Battery

6-volt/12-volt original equipment batteries are covered for 3 years or 36,000 miles, whichever occurs first, for defects in manufacturer's material or workmanship.

##### Brakes Pads/Shoes

Brake pads/shoes are covered for 1 year or 12,000 miles, whichever occurs first, for defects in manufacturer's material or workmanship.

##### Bulbs

Halogen/xenon bulbs are covered for 3 years or 36,000 miles, whichever occurs first, for defects in manufacturer's material or workmanship.

Bulbs other than halogen/xenon bulbs are covered for 1 year or 12,000 miles, whichever occurs first, for defects in manufacturer's material or workmanship.

##### Paint

Paint is covered for 3 years or 36,000 miles, whichever occurs first, for defects in manufacturer's material or workmanship.

#### Wheel Alignment and Tire Balance

Wheel alignment and tire balance will be covered when required to correct a defect in manufacturer's material or workmanship present at the time of delivery of the vehicle to the original purchaser or the original lessee; or if the vehicle is first placed in service as a "demonstrator" or "company car" on the date such vehicle is first placed in service.

#### Wiper Blades

Wiper blades are covered for 1 year or 12,000 miles, whichever occurs first, for defects in manufacturer's material or workmanship.

#### Wear and Tear Coverage for Brake Pads/Shoes, Brake Discs/Drums and Wiper Blades

The repair or replacement of wear and tear items, which are defined as brake pads/shoes worn below manufacturer specifications, and brake discs/drums worn below manufacturer specifications, replaced for wear and tear, are covered up to one year or 12,000 miles, whichever occurs first. Wiper blades replaced for wear and tear are covered up to 6 months or 6,000 miles, whichever occurs first.

#### Mechanical Adjustments

Mechanical adjustments not associated with a defect in manufacturer's material or workmanship, are covered up to **1 year or 12,000 miles**, whichever occurs first (e.g., headlight adjustment).

#### Where to go for warranty service

This limited warranty will be honored by any authorized Volkswagen dealer in the United States, including its territories.

If your Volkswagen vehicle is brought to an authorized Volkswagen dealer outside the United States, including its territories, this limited warranty will not apply. Defects in manufacturer's material or workmanship will be corrected under the terms of the limited warranty for new Volkswagen vehicles in effect in that country (except Canada).

#### Warranty repairs while traveling in Canada

Warranty repairs while traveling in Canada should be performed by an authorized Volkswagen dealer. If your Volkswagen vehicle is within the United States New Vehicle Limited Warranty, Canadian dealers can submit a claim. Proof of United States residence is required. If the

Canadian dealer cannot submit your claim, you may be asked to pay for the repair. On your return to the United States, please present the invoice to your United States Volkswagen dealer, who will submit a claim on your behalf and obtain reimbursement for you. Alternatively, you may reach out to Customer CARE to file a claim directly. Please refer to → page 15, *Customer Care* for contact information

#### When the warranty period begins

The warranty period begins on the date the vehicle is delivered to either the original purchaser or the original lessee; or if the vehicle is first placed in service as a "demonstrator" or "company" car, on the date such vehicle is first placed in service.

This New Vehicle Limited Warranty is automatically transferred without cost if the ownership of the vehicle changes within the Warranty period.

#### Free-of-charge repair

Repairs under this limited warranty are free of charge. Your authorized Volkswagen dealer will repair the defective part or replace it with a **new or remanufactured** Genuine Volkswagen Part.

#### Emergency repairs

Emergency repairs performed by a non-Volkswagen service facility will be reimbursed if the repair work was needed and correctly performed; if it would have been covered by this limited warranty if presented to an authorized Volkswagen dealer for repair; and, if it was impossible or unreasonable under the circumstances to tow or drive your Volkswagen vehicle to the nearest authorized Volkswagen dealer. The maximum reimbursement allowable is an amount equal to the cost if your authorized Volkswagen dealer had completed the repair(s). Reimbursement will be considered when you submit the following items to your authorized Volkswagen dealer:

- A statement explaining the circumstances that prevented you from getting to an authorized Volkswagen dealer,
- Repair order(s) and
- Part(s) removed from your Volkswagen vehicle.

## What is not covered

### Tires

Tires are not covered by this limited warranty, but are separately warranted by the tire manufacturer. To assist you in obtaining related Warranty information, a list of tire manufacturers and addresses is provided at the end of this booklet. Verify with the tire manufacturer what is covered under their warranty.

### Maintenance services and mechanical adjustments

This limited warranty does not cover the cost of parts and labor involved in any scheduled maintenance service. Scheduled maintenance services are described in the Maintenance section of this booklet.

This limited warranty does not cover the replacement of spark plugs, clutch discs, filters, oil, lubricants, fluids, or air conditioner refrigerant charge, unless their replacement is a necessary part of warranty service on a covered component.

Mechanical adjustments not associated with a defect in manufacturer's material or workmanship are not covered after **1 year or 12,000 miles**, whichever occurs first (e.g. headlight adjustment). This limited warranty does not cover wheel alignment \* or tire balancing \*.

**\* Exception: Wheel alignment and tire balance will be covered when required to correct a defect in manufacturer's material or workmanship present at the time of delivery of the vehicle to the original purchaser or the original lessee; or if the vehicle is first placed in service as a "demonstrator" or "company car" on the date such vehicle is first placed in service.**

### Damage or malfunctions due to misuse, negligence, alteration, accident, vandalism, or fire

This limited warranty does not cover: ▶

- Damage, malfunctions, or symptoms resulting from negligent or otherwise improper repair of the vehicle; installation of any non-Genuine Volkswagen Parts that will alter the vehicle performance specifications from those set by the vehicle manufacturer; modifications to the vehicle (including but not limited to the engine management system) ; accessories including but not limited to alarm systems, remote starters, roof racks or communications equipment; or
- Damage, malfunctions, or symptoms resulting from the use of used parts or new parts not sold or approved by Volkswagen, or the resultant damage to associated parts or systems; or
- Non-Genuine Volkswagen Parts (referred to as Aftermarket parts), crash parts repaired due to damage in a collision (referred to as Remanufactured collision parts), parts obtained from another used vehicle (referred to as salvage parts), and any resultant damage to associated vehicle parts or systems caused by the failure of the aforementioned parts; or
- Damage, malfunctions, or symptoms resulting from the alteration of the vehicle, in particular (but not limited to) any major or structural alterations including but not limited to the conversion of the vehicle to a convertible or the modification of the roof to accommodate a glass roof structure or other similar structural alterations; or
- Damage, malfunctions, or symptoms resulting from the use of contaminated or improper fuel, or from misfueling, whether intentional or unintentional misfueling; or
- Damage, malfunctions, or symptoms resulting from modifications of the vehicle, including but not limited to the installation of engine management components not approved by Volkswagen; or
- Damage, malfunctions, or symptoms resulting from the use of the vehicle in competitive events, or caused by negligent driving or misuse, accident, collision, vandalism, fire; or

- Damage, malfunctions, or symptoms resulting from continued operation of the vehicle after a warning light, gauge reading, or other warnings indicate a mechanical or operational problem; or
- Damage, malfunctions, or symptoms resulting from suspension modifications, including but not limited to the installation of aftermarket springs, shock absorbers, or lowering kits.

This limited warranty does not cover vehicles severely damaged or declared to be a total loss by an insurer or vehicles substantially re-assembled from or repaired with parts obtained from another used vehicle (referred to as salvage parts).

#### **Accessories, spare parts, and modification of your Volkswagen**

A wide variety of non-genuine spare parts and accessories for Volkswagen vehicles are currently available in the market. You should know that Volkswagen does not warrant these products and is not responsible for their performance, repair, or replacement, or for any damage they may cause to, or adverse effect they may have on, your Volkswagen vehicle.

Your Volkswagen vehicle should not be modified with non-genuine Volkswagen products. Modification with non-genuine Volkswagen products could affect the vehicle's performance, safety, or durability, and may even violate government regulations. In addition, damage or performance problems resulting from the modification may not be covered under warranty.

#### **Noise, vibration, cosmetic conditions, and deterioration**

This limited warranty does not cover deterioration resulting from normal wear and tear, and it does not cover noise, vibration, or cosmetic conditions (unless the noise, vibration, or cosmetic condition was caused by a defect in manufacturer's materials or workmanship).

#### **Aesthetics and design**

This limited warranty does not cover aesthetic or design elements of the vehicle.

#### **Damage or malfunctions due to lack of maintenance**

This limited warranty does not cover damage, malfunctions, or symptoms resulting from the failure to follow recommended maintenance and ▶

use requirements as set forth in the Volkswagen Owner's Manual and the Maintenance section of this booklet.

Your dealer will deny warranty coverage unless you present to the dealer proof in the form of Service or Repair Orders that all scheduled maintenance was properly performed with the correct materials in a timely manner.

#### **Damage caused by the environment**

This limited warranty does not cover damage, malfunctions, or symptoms resulting from stones, floodwater, airborne industrial pollutants (e.g. acid rain), bird droppings, windstorms, tree sap, plant debris, or other similar materials or occurrences.

#### **Glass**

This limited warranty does not cover glass breakage unless due to a defect in manufacturer's material or workmanship.

#### **Odometer tampering**

This limited warranty does not cover repairs to a Volkswagen model on which the odometer has been altered or on which the actual mileage cannot readily be determined.

If the speedometer unit is replaced, a "Speedometer Replacement Record" must be filled out by an authorized Volkswagen dealer.

#### **Other expenses**

**This limited warranty does not cover any incidental or consequential damage, including loss of value of the vehicle, lost profits or earnings, and out-of-pocket expenses for substitute transportation or lodging.<sup>1)</sup>**

This limited warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

#### **Other terms**

This New Vehicle Limited Warranty is issued by Volkswagen Group of America, Inc. This limited warranty does not apply to Volkswagen vehicles or parts and accessories not imported and/or distributed by Volkswagen.

**This New Vehicle Limited Warranty, the Limited Warranty Against Corrosion Perforation, and the Emissions Warranties are the only express warranties made in connection with the sale of this Volkswagen vehicle. Any implied warranty, including any warranty of merchantability or warranty of fitness for a particular purpose, is limited in duration to the stated period of these written warranties.**

Some states do not allow limitations on how long an implied warranty lasts, so, the above limitation may not apply to you.

Volkswagen reserves the right to make improvements or change the design of any Volkswagen model at any time with no obligation to make similar changes on vehicles previously sold.

**Neither Volkswagen nor the manufacturer assumes, or authorizes any person to assume, any other obligation or liability on its behalf.** <

<sup>1)</sup> Some states do not allow the exclusion or limitation of incidental or consequential damage, so this limitation or exclusion may not apply to you.

## Limited Warranty Against Corrosion Perforation

### What is covered

#### Warranty period

The coverage under this limited warranty lasts for **7 years or 100,000 miles, whichever occurs first**.

**Any implied warranty, including any implied warranty of merchantability or warranty of fitness for a particular purpose, is limited in duration to the period of this written warranty. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.**

**Neither Volkswagen nor the manufacturer assumes, or authorizes any person to assume, any other obligation or liability on its behalf.**

#### Coverage

This limited warranty covers any repair or replacement of body sheet metal panels that have been **perforated** by rust from the inside out.

#### Where to go for warranty service

This limited warranty will be honored by any authorized Volkswagen dealer in the United States, including its territories.

If your Volkswagen vehicle is brought to an authorized Volkswagen dealer outside the United States, including its territories, this limited warranty will not apply. Defects in material or workmanship will be corrected under the terms of the warranty for new Volkswagen vehicles in effect in that country (except Canada).

#### Warranty repairs while traveling in Canada

Warranty repairs while traveling in Canada should be performed by an authorized Volkswagen dealer. If your Volkswagen vehicle is within the United States Limited Warranty Against Corrosion Perforation, Canadian dealers can submit a warranty claim. Proof of United States residence is required. If the Canadian dealer cannot submit your warranty claim, you may be asked to pay for the repair. On your return to the United States, please present the invoice to your United States Volkswagen dealer, who will submit a claim on your behalf and obtain reimbursement for you. Alternatively, you may reach out to Customer

CARE to file a claim directly. Please refer to → page 15, *Customer Care* for contact information

#### When the warranty period begins

The warranty period begins on the date the vehicle is delivered to either the original purchaser or the original lessee; or if the vehicle is first placed in service as a "demonstrator" or "company" car, on the date such vehicle is first placed in service.

This Limited Warranty Against Corrosion Perforation is automatically transferred without cost if the ownership of the vehicle changes within the warranty period.

#### Free-of-charge repair

Repairs under this limited warranty are made free of charge. An authorized Volkswagen dealer will repair the defective part or replace it with a **new or remanufactured** Genuine Volkswagen Part.



Your Volkswagen vehicle is corrosion protected at the factory. You do not need to purchase rustproofing when you buy your Volkswagen vehicle in order to keep this warranty in effect.



## What is not covered

### Surface corrosion without perforation

Repairs are covered under this limited warranty only if there is a rust-through condition in the body sheet metal not caused by outside influences.

### Perforation of sheet metal due to accident, lack of care, or failure to repair or modifications to the paint/painted surface

This limited warranty does not cover corrosion perforation resulting from the failure to promptly and properly repair paint damage, damaged undercoating, or surface corrosion.

It does not cover damage due to failure to wash or otherwise regularly care for the vehicle as described in the Volkswagen Owner's Manual.

This limited warranty does not cover corrosion perforation resulting from unrepaired collision damage or improper collision repair.

### Special exclusion for any aluminum portions that may be part of your Volkswagen vehicle

This limited warranty does not cover corrosion perforation due to failure to perform body repairs in accordance with Volkswagen's specified repair procedures, including use of **non-aluminum alloy parts**.

It does not cover corrosion perforation resulting from the use of any inferior rustproofing agent or method.

Your authorized Volkswagen dealer will do its best to match your vehicle's original finish, but this limited warranty does not cover the cost of painting the entire vehicle solely for paint matching.

### Environmental damage

This limited warranty does not cover damage, malfunctions, or symptoms resulting from stones, floodwater, airborne industrial pollutants (e.g. acid rain), bird droppings, windstorms, tree sap, plant debris, or other similar materials or occurrences.

### Corrosion perforation because of failure to rustproof when collision damage is repaired

Body parts that have been repaired or newly installed after a collision must be treated with a rustproofing agent that is compatible with Volkswagen's own factory corrosion protection. If you

fail to have your vehicle treated in this way after a collision, Volkswagen will not be responsible for the repair of any resulting rust-through.



The "Other Terms" presented in the New Vehicle Limited Warranty also apply to this warranty. <

## Emissions Control System Warranties

Refer to the California Emissions Warranty Supplement for additional information on California Emissions Warranty coverage. ◀

### General

The Emissions Warranties set out on the following pages are warranties which the manufacturer is required by law to furnish to you at the time you take delivery of your new vehicle. These coverages may also be included in the Volkswagen 6 years / 72,000 miles, whichever occurs first, New Vehicle Limited Warranty.

The warranties required by federal laws apply to all new Volkswagen vehicles imported and/or distributed by Volkswagen of America, Inc., an operating unit of Volkswagen Group of America, Inc. ("Volkswagen") for sale in the United States, including its territories. The warranties required by the State of California law apply to all new Volkswagen vehicles imported and/or distributed by Volkswagen for sale and registration in the following states:

- California
- Connecticut
- Delaware
- Maine
- Maryland
- New Jersey
- New York
- Oregon
- Rhode Island
- Vermont
- Washington (state)
- Washington, D.C.
- Commonwealth of Massachusetts
- Commonwealth of Pennsylvania

Therefore, the owner of an above-mentioned vehicle may have warranty rights under both federal and state-mandated emissions warranties.

Please read these warranties carefully. If you have any questions concerning the applicability of each warranty to your vehicle or want to know whether a particular repair will be performed free of charge pursuant to these warranties you may reach out to Customer CARE for further assistance. Please refer to the Customer Care section → page 15 for contact information.

### Federal Emissions Control System Defect Warranty

#### For 2 years or 24,000 miles

Volkswagen of America, Inc., an operating unit of Volkswagen Group of America, Inc. ("Volkswagen"), the authorized United States importer of Volkswagen vehicles, warrants to the original retail purchaser or original lessee and any subsequent purchaser or lessee that every **model year 2018** Volkswagen vehicle imported and/or distributed by Volkswagen:

- Was designed, built and equipped so as to conform at the time of sale with all applicable regulations of the United States Environmental Protection Agency (EPA); and
- Is free from defects in manufacturer's material and workmanship which causes the vehicle to fail to conform with EPA regulations for 2 years after the date of first use or delivery of the vehicle to the original retail purchaser or original lessee or until the vehicle has been driven 24,000 miles, whichever occurs first.

A warranted part is any part installed on a motor vehicle or motor vehicle engine by the vehicle or engine manufacturer, or installed in a warranty repair, which affects any regulated emission from a motor vehicle or engine which is subject to EPA emission standards. The following parts or systems listed are intended as an example and not limited to those that, if defective, could cause the vehicle to fail to conform with EPA regulations:

- Evaporative Emission Control System: including fuel tank, filler cap, filler neck and leak detection pump
- Exhaust System: including manifolds, turbochargers, catalytic converters, and down pipes
- EGR System: including valves, pipes and coolers
- Fuel Injection System: including control modules, sensors, switches, valves and fuel pipes ▶

- Intake System: including camshaft adjuster units, sensors, manifold, pipes and control valves
- Ignition System: including coils and sensors
- On-Board Diagnostic (OBD) System: including Malfunction Indicator Lamp (MIL) and Data Link Connector (DLC)
- PCV System: including control valves and pipes
- Secondary Air Injection System: including air pump and control valves
- Emission-related hoses, gaskets, clamps and other accessories used with the above parts or systems

The obligation of Volkswagen under this Emissions Control System Defect Warranty is limited, however, to the following: If within this period a defect in material or workmanship causes the vehicle to fail to conform with EPA regulations and the vehicle is brought to the workshop of any authorized Volkswagen dealer in the United States, including its territories the dealer will make repairs as may be required by these regulations free of charge.

### For 8 years or 80,000 miles

If the vehicle has been in use for more than 24 months or 24,000 miles, but less than 8 years or 80,000 miles, whichever occurs first, your Volkswagen dealer will repair or replace free-of-charge the following major emission control components only:

- Catalytic Converter
- Data Bus On-Board Diagnostic Interface (Gateway Control Module)
- Engine Control Module (ECM)
- Fuel Pump Control Module
- Transmission Control Module (TCM)
- On-Board Diagnostic Device (OBD)

## Federal Emissions Performance Warranty

### For 2 years or 24,000 miles and 8 years or 80,000 miles

Volkswagen of America, Inc., an operating unit of Volkswagen Group of America, Inc. (“Volkswagen”), warrants to the original retail purchaser or original lessee of a **model year 2018** Volkswagen vehicle and any subsequent purchaser or lessee of the vehicle that if the following conditions are met, any authorized Volkswagen dealer in the United States, including its territories, will remedy any nonconformity, as determined below, free of charge, under the following conditions:

- The vehicle fails to conform at any time during 24 months or 24,000 miles, whichever occurs first, to applicable emission inspection standards as determined by an EPA approved State Inspection and Maintenance (I/M) test or inspection, or
- If the vehicle has been in use for more than 24 months or 24,000 miles, but less than 8 years or 80,000 miles, whichever occurs first, the vehicle fails I/M test or inspection resulting from a malfunction of a component listed in the Federal Emissions Control System Defect Warranty as covered for 8 years or 80,000 miles, whichever occurs first, and
- The failure of the I/M test or inspection requires the vehicle owner to bear any penalty or other sanction, including the denial of the right to use the vehicle under local, state or federal law, and
- The vehicle has been maintained and operated in accordance with Volkswagen's instructions for proper maintenance and use.

### Performance Warranty claim approval

You may raise a claim under this warranty immediately after your vehicle has failed an I/M test or inspection if, as a result of that failure, you are required by law to repair the vehicle to avoid imposition of a penalty or cancellation of your right



to use the vehicle. You need not actually suffer the loss or lose the right to use your vehicle or pay for the repair before presenting your claim.

Claims may be presented only by bringing your vehicle to any authorized Volkswagen dealer in the United States, including its territories. The dealer will honor or deny your claim within a reasonable time, not to exceed thirty (30) days, from the time at which your vehicle is presented for repair or within any time period specified by local, state or Federal law, whichever is shorter, except when a delay is caused by events not attributable to Volkswagen or the dealer. If the dealer denies your claim, you will be notified in writing of the reasons for rejecting the claim. If you do not receive notice of denial of your claim within the above time period, Volkswagen is required by law to honor the claim.

Under certain circumstances, your claim may be denied because you have failed to comply with instructions for scheduled maintenance contained in the Maintenance section of this booklet. In determining whether you have complied with the instructions for scheduled maintenance and proper use, Volkswagen may require you to furnish proof of compliance only with those maintenance instructions which Volkswagen has reason to believe were not performed and which could be the cause of the I/M test or inspection failure.

Volkswagen may deny an emission performance warranty claim on the basis that a replacement part not certified by the EPA was used in the maintenance or repair of the vehicle if Volkswagen can prove that the non-certified part is either defective in materials or workmanship, or not equivalent from an emission standpoint to the original part, and you are not able to offer information that the part is either not defective or equivalent to the original part with respect to its emission performance.

Volkswagen will not deny a claim relating to

- Warranty work or pre-delivery service performed by an authorized Volkswagen dealer, or
- Work performed in an emergency to rectify an unsafe condition attributable to Volkswagen, provided you have taken steps in a timely manner to put the vehicle back into a conforming condition, or
- The use of an uncertified part or to noncompliance with the instructions for proper maintenance and use, which is not related to the Inspection and Maintenance test or inspection failure. ◀

## Additional information about your Federal Emissions Warranties

### Warranty period

The warranty period begins on the date the vehicle is delivered to the original retail purchaser or original lessee, or if the vehicle is first placed in service as a demonstrator or company demonstrator or company car prior to delivery, on the date it is first placed in service.

### Proper maintenance and use

Instructions for proper maintenance are contained in the Maintenance section of this booklet. Time and mileage intervals, at which maintenance is to be performed, may vary from model to model.

Volkswagen recommends you keep a record of scheduled maintenance by having your maintenance booklet validated at the approximate time or mileage intervals by the authorized Volkswagen dealer or other service facility that performed the maintenance. If you perform the maintenance yourself, keep all documentation as proof you have performed the maintenance at the approximate time or mileage intervals recommended, that you have used proper parts, and that you performed the maintenance properly.

Failure to maintain your vehicle according to the instructions for proper maintenance may cause the vehicle to exceed applicable emissions standards and could result in denial of warranty coverage. However, Volkswagen will not deny a warranty claim solely on the basis of your failure to maintain the vehicle according to the instructions or failure to keep a record of maintenance.

Instructions for proper use of the vehicle are contained in your Volkswagen Owner's Manual.

### Use of Genuine Volkswagen Parts

Volkswagen recommends that Genuine Volkswagen Parts be used as replacement parts for the maintenance, repair or replacement of emission control systems. Use of replacement parts which are not equivalent to Genuine Volkswagen Parts in emission performance and durability may impair the effectiveness of emission control systems. Although use of parts other than Genuine Volkswagen Parts does not invalidate these war-

rancies, Volkswagen assumes no liability under these warranties for failure of such parts and damage to other parts caused by such failure.

### EPA certified replacement parts

Maintenance, repair, or replacement of emission control devices and systems may be performed by any automotive service and repair establishment or qualified individual using Environmental Protection Agency ("EPA") certified replacement parts.

### Maintenance and repairs performed by independent service shops

Without invalidating these warranties, you may choose to have maintenance, repair or replacement of emission control components performed by any automotive service establishment or individual qualified to perform such services. However, the cost of such services is not covered by these warranties except in emergencies. If the independent service establishment finds a warrantable defect, you may deliver the vehicle to an authorized Volkswagen dealer and have the defect corrected free of charge. **Volkswagen will not be liable for any expenses, which you have incurred at the independent service establishment, except for emergency repairs.** See "Emergency Repairs" for further details.

### Parts not scheduled for inspection or replacement

Any part, which is not scheduled for inspection or replacement at maintenance intervals specified in the Maintenance section of this booklet, is covered by this warranty for the full warranty period.

### Scheduled part inspection or replacement

A part scheduled only for inspection in accordance with Volkswagen's instructions or required scheduled maintenance is covered for the duration of these warranties.

A part installed in accordance with Volkswagen's instructions or required scheduled maintenance is warranted until the next scheduled replacement interval or for the duration of these warranties.

### Damage to non-warranty parts

If failure of a warranted part causes damage to a part not covered by warranty, the non-warranted part will also be replaced free of charge. ▶

**Warranty repairs while traveling in Canada**

Warranty repairs while traveling in Canada should be performed by an authorized Volkswagen dealer. If your Volkswagen model is within the United States Federal Emissions Warranties, Canadian dealers can submit a claim. Proof of United States residence is required. If the Canadian dealer cannot submit your claim, you may be asked to pay for the repair. On your return to the United States, please present the invoice to your United States Volkswagen dealer, who will submit a claim on your behalf and obtain reimbursement for you. Alternatively, you may reach out to Customer CARE to file a claim directly. Please refer to → page 15, *Customer Care* for contact information

**Emergency repairs**

Emergency repairs performed by a non-Volkswagen service facility will be reimbursed if the repair work was needed and correctly performed, and it was impossible or unreasonable under the circumstances to tow or drive your Volkswagen model to the nearest authorized Volkswagen dealer. The maximum reimbursement allowable is an amount equal to the cost if your authorized Volkswagen dealer had completed the repair(s). Reimbursement will be considered when you submit the following items to your authorized Volkswagen dealer:

- A statement explaining the circumstances that prevented you from getting to an authorized Volkswagen dealer,
- Paid receipt(s),
- Repair order(s) and
- Part(s) removed from your Volkswagen model.

**Damage caused by tampering, modification, use of improper fuel, abuse, neglect and improper maintenance**

These warranties do not cover any damage to the vehicle caused by tampering with emission controls, removal or modification of emissions-related components, use of fuel containing lead, or fuel not meeting the specifications set forth in the Owner's Manual, and abuse, neglect or improper maintenance of the vehicle. Diagnosis and repair of such damage are at the expense of the owner.

**Implied warranties**

**Any implied warranty, including any warranty of merchantability or warranty of fitness for a particular purpose, is limited in duration to the stated period of these written warranties.**

**Incidental and consequential damages**

**These warranties do not cover any incidental or consequential damages, including loss of resale value, lost profits or earnings, and out-of-pocket expenses for substitute transportation or lodging.**

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.



**In the event you have not received the services promised in these warranties, please follow the procedures described in this booklet under the title "Customer Care" → page 15.** You may obtain further information regarding the Emissions Performance Warranty or report violation of the terms of the Emissions Defect or Performance Warranty by contacting: US Environmental Protection Agency, Office of Transportation and Air Quality, Compliance Division, Light-Duty Vehicle Group, Attention: Warranty Complaints, 2000 Traverwood Drive, Ann Arbor, MI 48105. <

## Kansas Safety Belt Limited Warranty

### Information about Kansas Safety Belt Limited Warranty

#### Applicable only to vehicles sold or registered in the State of Kansas

For vehicles sold or registered in the State of Kansas, safety belts and related safety belt components are warranted against defects in workmanship and materials for a period of 10 years, from the vehicle's original in-service date, regardless of mileage.

This limited warranty does not cover the replacement of safety belts and safety belt components:

- If damage or failure was due to misuse, alteration, accident, or collision; or
- Due to color fading, spotting, or other cosmetic problems when the safety belt is otherwise functioning properly. <

## Customer Care

### Volkswagen corporate assistance

As a VW driver, your satisfaction with our product is very important to us and we would love to hear from you. Whether you have general questions, comments, or require assistance obtaining additional product information, we're here to help. Volkswagen Customer CARE is just a click away. Please reach out to us using your preferred method of communication at

[www.vw.com/contact](http://www.vw.com/contact)

For answers to frequently asked questions, you can visit:

[www.vw.com/faq](http://www.vw.com/faq)

Interested in knowing more about the features and functions of your vehicle? Learn more at:

[www.knowyourvw.com](http://www.knowyourvw.com)

If you prefer to write, please use the following address:

**Volkswagen Group of America, Inc.  
Customer CARE  
3800 Hamlin Road  
Auburn Hills, MI 48326**

**You may also reach us by phone**

**Tel.: 1 (800) 822-8987**

When you contact us, please provide the following information:

- Your name, address and telephone number
- Vehicle Identification Number (VIN)
- Vehicle mileage
- Dealer name
- Nature of concern or problem
- Copies of repair orders or pertinent documents (if you are writing to us)

### Volkswagen dealer assistance

If you have questions about your vehicle or the service you have received, we suggest that you first discuss them with the Service Manager or dealer owner at your authorized Volkswagen dealer. Your servicing Volkswagen dealer is committed to providing you with the best possible customer experience and your feedback is critical in understanding how they can serve you better. If your concerns are not resolved to your satisfaction by the dealer, a Volkswagen Customer CARE Representative, in partnership with your authorized Volkswagen dealer, will work with you to resolve any questions or concerns you might have.

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## Repairs not covered by warranty

In some circumstances, Volkswagen of America, Inc., an operating unit of Volkswagen Group of America, Inc. ("Volkswagen") may offer financial assistance toward repairs or expenses not covered by Volkswagen's New Vehicle Limited Warranties.

In certain instances, Volkswagen may pay for such repairs in accordance with the terms of service action campaigns it will conduct from time to time. In the event of a service action, Volkswagen will notify you by mail and request that you bring your vehicle to your nearest authorized Volkswagen dealer for repair free of charge.

If you have not recently changed your address and Volkswagen has your current address on file, you will receive notification automatically. If you are concerned that you may not have received notice concerning a particular service action, please check with your dealer to determine whether your vehicle is eligible for any repair free of charge.

Should your Volkswagen need a repair not covered under warranty that you feel Volkswagen should pay for, please discuss your request with your Authorized Volkswagen dealer. Your dealer will carefully review your request and provide you with a decision. In the event you are not satisfied with your dealer's decision, we ask that you please contact Volkswagen Customer Care. Their contact information can be found in the Customer CARE section → page 15, *Customer Care*. Your request should include the Vehicle Identification Number (VIN), the current mileage of your Volkswagen, maintenance history records, and an explanation of why you believe that the repair should be performed free of charge. A Customer CARE Representative will carefully review your request and advise you of our decision.

## Consumer Protection Information

### BBB AUTO LINE Dispute Resolution

#### Informal dispute mechanism

Volkswagen participates in BBB AUTO LINE, an arbitration program administered by the Council of Better Business Bureaus (3033 Wilson Boulevard, Suite 600, Arlington, Virginia 22201).

If you have a problem arising under any Volkswagen written warranty, we request that you bring it to Volkswagen's attention. If we are unable to resolve it, you may file a claim with BBB AUTO LINE. You are required to use the BBB AUTO LINE program before asserting in court any presumption set forth in California Civil Code Section 1793.22, and before pursuing any legal remedy under 15 U.S.C. 2310(d) with respect to the New Vehicle Limited Warranty. You are not required to use BBB AUTO LINE before pursuing rights and remedies under any other Federal law. Depending on individual State laws, you may or may not be required to use BBB AUTO LINE before pursuing rights and remedies under your State's lemon law. The BBB AUTO LINE program is free of charge to you, but there are some vehicle age and mileage limitations, so please call BBB AUTO LINE for more details.

To file a claim with BBB AUTO LINE, call:

Tel.: **1 (800) 955-5100**

If you call BBB AUTO LINE, please be prepared to provide the following information:

- Your name and address
- The Vehicle Identification Number (VIN)
- The make, model, and model year of your vehicle
- The delivery date and current mileage of your vehicle
- A description of the concern with your vehicle

The BBB AUTO LINE program is an arbitration program. However, the BBB staff will facilitate negotiations between the parties in an effort to bring your claim to a mutually acceptable resolution. If you do not agree with the solution, you may request an arbitration hearing.

Arbitration is a process by which an impartial person makes a decision on your claim. The arbitrators are not connected with the automobile industry and serve on a voluntary basis. You may attend the hearing in person, bring witnesses, and give supporting evidence. Instead of appearing in person, you may request a written or even a telephone arbitration hearing. The BBB shall make every effort to obtain a final resolution of your claim within 5 business days of the hearing (that is, within 40 days of when your claim was filed), unless state or federal law provides otherwise. You then have the opportunity to accept or reject the decision.

- If you accept the decision, the manufacturer will be bound by the decision and will be required to fulfill its obligation within the time frame specified by the arbitrator.
- If you reject the decision, you are free to pursue other legal remedies available under state or federal law, and the manufacturer will not be required to comply with any part of the decision.

## State-Specific Warranty Enforcement Laws

### Local laws

Each state has enacted warranty enforcement laws (commonly referred to as “lemon laws”) that permit owners to obtain a replacement vehicle or a refund of the purchase price under certain circumstances. Although the provisions of these laws vary from state to state, their intent is to provide owners with certain rights if they experience significant service-related difficulties with their new vehicle.

**IMPORTANT NOTICE:** To the extent allowed by each state's law, Volkswagen requires that you first send written notification to Volkswagen explaining the nonconformity that you have experienced with the vehicle, and to allow Volkswagen the opportunity to make any needed repairs before you pursue other remedies provided by that state's law (in all other states where not specifically required by state law, Volkswagen requests that you provide the written notification). Send written notification to:

**Volkswagen Group of America, Inc.**  
**Customer Resolution & Retention**  
**3800 Hamlin Road**  
**Auburn Hills, MI 48326**

**IMPORTANT NOTICE:** Depending on the state's law, you may also be required to submit your complaint to BBB AUTO LINE before seeking other remedies. Please refer to the BBB AUTO LINE Dispute Resolution section of this booklet for more information about the BBB AUTO LINE dispute resolution program.

Because each state has enacted specific provisions as part of its lemon law, Volkswagen suggests that you research and follow the laws in your state.

## NOTICE TO CALIFORNIA PURCHASERS

Volkswagen participates in BBB AUTO LINE, an arbitration program administered by the Council of Better Business Bureaus (3033 Wilson Boulevard, Suite 600, Arlington, Virginia 22201). BBB AUTO LINE and Volkswagen have been certified by the Arbitration Certification Program of the California Department of Consumer Affairs.

If you have a problem arising under any Volkswagen written warranty, we request that you bring it to Volkswagen's attention. If we are unable to resolve it, you may file a claim with BBB AUTO LINE. Claims must be filed with BBB AUTO LINE within 6 months after the expiration of the warranty.

To file a claim with BBB AUTO LINE, call:

Tel.: **1 (800) 955-5100**

There is no charge for the call.

In order to file a claim with BBB AUTO LINE, you will have to provide your name and address, the brand name and Vehicle Identification Number (VIN) of your vehicle, and a statement of the nature of your problem or complaint. You will also be asked to provide: the approximate date of your acquisition of the vehicle, the vehicle's current mileage, the approximate date and mileage at the time any problem(s) were first brought to the attention of Volkswagen or one of our dealers, and a statement of the relief you are seeking. ▶

BBB AUTO LINE staff may try to help resolve your dispute. If they are not successful, or if you are not satisfied, claims within the program's jurisdiction may be presented to an arbitrator at an informal hearing. The arbitrator's decision should ordinarily be issued within 40 days from the time your complaint is filed; there may be a delay of 7 days if you did not first contact Volkswagen about your problem, or a delay of up to 30 days if the arbitrator requests an inspection/report by an impartial technical expert or further investigation and report by BBB AUTO LINE.

You are required to use the BBB AUTO LINE program before asserting in court any presumption set forth in California Civil Code Section 1793.22, and before pursuing any legal remedy under 15 U.S.C. 2310(d) with respect to the New Vehicle Limited Warranty. You are not required to use BBB AUTO LINE before pursuing rights and remedies under any other state or federal law.

California Civil Code Section 1793.2(d) requires that, if Volkswagen or its representative is unable to repair a new motor vehicle to conform to the vehicle's applicable express warranty after a reasonable number of attempts, Volkswagen may be required to replace or repurchase the vehicle. California Civil Code Section 1793.22(b) creates a presumption that Volkswagen has had a reasonable number of attempts to conform the vehicle to its applicable express warranties if, within 18 months from delivery to the buyer or 18,000 miles on the vehicle's odometer, whichever occurs first, one or more of the following occurs:

- The same nonconformity (a failure to conform to the written warranty that substantially impairs the use, value, or safety of the vehicle) results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven AND the nonconformity has been subject to repair two or more times by Volkswagen or its agents AND the buyer or lessee has directly notified Volkswagen of the need for the repair of the nonconformity; OR
- The same nonconformity has been subject to repair 4 or more times by Volkswagen or its agents AND the buyer has notified Volkswagen of the need for the repair of the nonconformity; OR
- The vehicle is out of service by reason of the repair of non-conformities by Volkswagen or its agents for a cumulative total of more than 30 calendar days after delivery of the vehicle to the buyer.

NOTICE TO VOLKSWAGEN AS REQUIRED ABOVE SHALL BE SENT TO THE FOLLOWING ADDRESS:


**Volkswagen Group of America, Inc.  
Customer Resolution & Retention  
3800 Hamlin Road  
Auburn Hills, MI 48326**

The following remedies may be sought in BBB AUTO LINE: repairs, reimbursement for money paid to repair a vehicle or other expenses incurred as a result of a vehicle nonconformity, repurchase or replacement of your vehicle, and compensation for damages and remedies available under Volkswagen's written warranty or applicable law.

The following remedies may not be sought in BBB AUTO LINE: punitive or multiple damages, attorney fees, or consequential damages other than as provided in California Civil Code Section 1794(a) and (b).

You may reject the decision issued by a BBB AUTO LINE arbitrator. If you reject the decision, you will be free to pursue further legal action. The arbitrator's decision and any findings will be admissible in a court action.

If you accept the arbitrator's decision, Volkswagen will be bound by the decision, and will comply with the decision within a reasonable time not to exceed 30 days after we receive notice of your acceptance of the decision.

Please call BBB AUTO LINE for further details about the program. 



## Service Publications

### Volkswagen Technical Literature Ordering Center

#### Updated service information you can obtain

Volkswagen monitors product performance in the field and regularly sends dealers the latest service information about Volkswagen vehicles. Now you too, can obtain the latest service information. Your Volkswagen dealer or a qualified technician may have to determine if a specific item of service information applies to your vehicle. You can order Volkswagen Owner's Literature 24 hours / 7 days a week on the Internet from the Volkswagen Technical Literature Ordering Center link at:

**literature.vw.com**

**or by calling our toll-free number**

Tel.: 1 (800) 544-8021



#### What you will also find on the website

- Owner's Manuals
- Owner's Manuals Inserts and Supplements
- Warranty and Maintenance Manuals
- Sound System and Navigation Manuals



## Tire manufacturers

### List of tire manufacturers for new Volkswagen vehicles

The Magnuson-Moss Warranty Federal Trade Commission Improvement Act of 1975 and regulations issued pursuant to the act require that a tire warranty pamphlet be placed in every new vehicle prior to sale.

To assist you in obtaining the related warranty information, the following list of tire manufacturers and addresses is being provided.

#### Tire manufacturers

##### **Bridgestone/Firestone Inc.**

1 Bridgestone Park  
Nashville, TN 37214  
Tel.: 1 (800) 356-4644

##### **Continental General**

1800 Continental Blvd.  
Charlotte, NC 28273  
Tel.: 1 (800) 847-3349

##### **Dunlop Tire Corp.**

1144 East Market Street  
Akron, OH 44316  
Tel.: 1 (800) 548-4714

##### **Falken Corporate Headquarters**

8656 Haven Avenue  
Rancho Cucamonga, CA 91730  
Tel.: 1 (800) 723 2553

##### **GITI Tire (USA), Ltd.**

**Technical Service Department**  
10404 Sixth Street  
Rancho Cucamonga, CA 91730  
Tel.: 1 (909) 980 0968

##### **Goodyear Tire & Rubber Co.**

1144 East Market Street  
Akron, OH 44316  
Tel.: 1 (800) 321-2136

##### **Hankook Tires Corporate Headquarters**

1450 Valley Road  
Wayne, NJ 07470  
Tel.: 1 (877) 740-7000

##### **Kumho Tire**

133 Peachtree Street  
Atlanta, GA 30303  
Tel.: 1-800-445-8646

##### **Maxxis International - U.S.A.**

480 Old Peachtree Road  
Suwanee, GA 30024  
Tel.: 1 866 509 7067

##### **Michelin Tire Corp.**

P.O. Box 19001  
Greenville, SC 29602-9001  
Tel.: 1 (800) 847-3435

##### **Pirelli Tires North America**

300 George Street, 5th Floor  
New Haven, CT 06511  
Tel.: 1 (800) 747-3554

##### **Uniroyal Goodrich Tire Co.**

P.O. Box 19001  
Greenville, SC 29602-9001  
Tel.: 1 (800) 521-9796



# Maintenance

## Warranty voucher

Present this voucher to an authorized dealer if warranty service is required.

The warranty period begins on the date the vehicle is delivered to either the original purchaser or the original lessee; or if the vehicle is first placed in service as a "demonstrator" or "company" car, on the date such vehicle is first placed in service.

Month	Day	Year

Stamp of authorized Volkswagen Dealer

(to be filled in by authorized Volkswagen Dealer)

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Vehicle Identification Label

1. Vehicle Identification No. / Engine Code
2. Type / Engine / Transmission
3. Transmission Code / Paint No. / Interior / Engine / Engine Code
4. Optional Equipment



5N001273SF

## Odometer replacement and other dealer stamps

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Air Conditioner  
Warranty Registration Certificate  
(except factory installation)

Attach here (for dealer use only)

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Federal law requires that a label be affixed  
to the left door frame when the replacement odometer  
does not indicate the actual vehicle mileage  
after repair or replacement.

Genuine Volkswagen replacement odometers are supplied with a label

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### Odometer Replacement

Month	Day	Year
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(to be filled in by authorized Volkswagen Dealer)

Stamp of authorized Volkswagen Dealer

At mileage

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## Service information

### Dealer service

There are approximately 645 authorized Volkswagen dealers in the United States. They have Volkswagen trained technicians, proper workshop equipment and parts to give you expert service.

Volkswagen dealers are committed to quality service.

- Your authorized Volkswagen dealer offers many services for your convenience, such as extended service hours, early bird service, body repairs, to name just a few. Ask about them.
- Arrange your service with your dealer when it is convenient for you.
- Ask your Service consultant about the service you need and discuss the cost involved.
- Leave word where you can be reached during the day and when you would like to pick your car up.
- Keep all receipts of maintenance and repairs performed. Your service record is important when making use of your warranty.
- Maintenance services performed by your authorized dealer at the intervals specified, will also be documented in this booklet.
- Automobile technology changes continuously. Your authorized Volkswagen dealer always has the most current Service and Maintenance information for your Volkswagen model. It is possible that this information may differ from the check points listed in this booklet. Your Volkswagen Service consultant can answer any questions you may have.

### Do-it-yourself service

Your Owner's Manual contains many helpful hints on what you can service yourself.

- You can check tires for wear or damage and correct tire pressure, including the spare.
- You can check the windshield washer container.
- You can check your car's interior and exterior lighting system for correct functioning.

- You can check the engine oil level with every fuel filling.
- You can perform these simple checks once a week. They save time, trouble and expense later.

**Your technician will not check the above mentioned items in each case during regular service and maintenance visits.**

### Emission control maintenance

- 1 A clean environment is of concern to all of us. Volkswagen has built into your vehicle an efficient emission control system, using Genuine Volkswagen Parts, in conformance with the Federal Clean Air Act in the United States. To help keep our air clean, you can do your part by having your vehicle's maintenance services and all repairs performed in a timely manner.
- 2 **Maintenance, repair or replacement of emission control components may be performed by any qualified automotive service and repair establishment or individual without affecting the Emission Control System Warranty, provided that such repairs are performed to manufacturer's specifications, and that replacement parts are at least equivalent to Genuine Volkswagen Parts in emission performance and durability. Warranty repairs and replacements, however, must be performed by an authorized Volkswagen dealer.**
- 3 If other than Genuine Volkswagen replacement parts are used, the owner should make sure that such parts are warranted by their manufacturer and that they are at least equivalent to Genuine Volkswagen replacement parts in emission performance and durability.

### Why maintenance?

With proper maintenance and care, your Volkswagen model will continue to provide you with a dependable and safe driving experience. This booklet contains Volkswagen's prescribed service intervals as well as other important information you need to know to care for your Volkswagen model properly. **Adherence to the prescribed maintenance services and intervals is necessary to protect your investment and help ensure optimum performance. Failure to follow recommended maintenance services and intervals may ▶**

**result in a denial of your warranty coverage.**

Please see the warranty section of this booklet for further details.

Your vehicle is designed to keep maintenance requirements to a minimum.

Today's vehicles are precision engineered machines. They are designed with people's safety in mind, and are equipped with emission control systems to help keep our air clean. However, a certain amount of regular maintenance is still necessary to help assure optimum performance and reliability. A well-maintained vehicle conserves fuel, protects against unwanted emissions, and may prevent a major repair expense at a later date.

Follow the service intervals schedule and itemized list of services for each, and make fluid level and tire pressure checks between the scheduled intervals as recommended in your vehicle Owner's Manual.

The service intervals schedule is based on vehicles operating under normal conditions. In the case of severe conditions, such as extremely low temperatures and/or excessive dust, it is necessary for some services to be performed between the scheduled intervals. This applies particularly to engine oil changes and the cleaning or replacing of the air cleaner filter element.

**Authorized Volkswagen dealers are ready to serve you and are committed to quality service.**

Volkswagen recommends  **Castrol**.

Volkswagen recommends **LongLife** engine oil from Volkswagen Genuine Parts®. <

## Service schedule

### Delivery inspection

- Your authorized Volkswagen dealer will fill out the necessary information and stamp this booklet to confirm that the necessary services have been performed.
- Automobile technology changes continuously. Your authorized Volkswagen dealer always has the most current Service and Maintenance information for your Volkswagen model. It is possible that this information may differ from the check points listed in this booklet. Your Volkswagen Service consultant can answer any questions you may have.
- If you are not sure when to bring your car in for service, ask your authorized Volkswagen Service consultant.

### Delivery Inspection

Before your vehicle is delivered to you, it is inspected according to factory guidelines. The Delivery Inspection was performed on:

**Next Service:**

Date:.....

Miles:.....

(whichever occurs first)

Today's date and Volkswagen Dealer stamp

### Time-dependent maintenance items

**Every 2 years:**

- Dust and pollen filter: Replace (or every **40,000 miles, whichever occurs first**)
- Tire filler bottle in the tire mobility set: Check expiration date (if equipped) (must not be more than **4 years old**)

**At the 3 year mark, then every 2 years regardless of miles driven:**

- Brake fluid and clutch unit: Replace fluid
- Panorama sliding sunroof: (or every **40,000 miles, whichever occurs first, then every 40,000 miles or every 2 years thereafter**) (if equipped)

**For gray grease, the guide rails must be cleaned and greased, and the wind deflector must also be cleaned.**

**For colorless grease, only perform a functional check while listening for unusual noises.**

**Every 3 years: regardless of miles driven:**

- AWD clutch fluid: Change (**4MOTION only**)
- Front axle differential lock fluid: Change (**GTI Performance only**)

**Every 4 years :**

- Spark plugs: Replace (or every **40,000 miles, whichever occurs first**) (**4 Cylinder Engines**)
- Tire filler bottle in the tire mobility set: Replace (if equipped) (must not be more than **4 years old**)

**Every 6 years or 60,000 miles, whichever occurs first:**

5N0012723SF

- Air filter element and snow screen: Replace element and clean screen and housing (**or every 60,000 miles, whichever occurs first**) (if equipped)
- Spark plugs: Replace (**6 Cylinder Engines**) <



**Service at 10,000 miles**

**Service at 10,000 miles or one year from vehicle in-service date, whichever occurs first.**

- Brake pads: Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (**front and rear**)
- Engine: Change oil and replace oil filter

- Service interval display: Reset
- Sunroof water drains: Check for clearance and clean if necessary (**Passat only**)

**Next Service:**

Date:.....

Miles:.....

whichever occurs first

Today's date and Volkswagen Dealer stamp



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**Service at 20,000 miles**

**Service at 20,000 miles or one year after last service, whichever occurs first.**

- Automatic headlight control: Check
- Battery: Check (and second battery if equipped)
- Brake fluid: Check level
- Brake pads: Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)
- Coolant level and frost protection: Check
- Engine: Change oil and replace oil filter
- Engine and engine compartment components: Check (from above) for leaks and damage
- Engine and engine compartment components: Check (from below) for leaks and damage, check transmission, final drive, and drive axle boots
- Exterior lighting: Check front and rear lights, headlights (adjust if necessary), turn signals, cornering lights, and hazard warning lights.
- Headlight washing system: Check (if equipped)
- Horn: check
- Removable Trailer Hitch: Check for damages, functionality and lubricate (Tiguan, Tiguan Limited, and Atlas only)
- Service interval display: Reset
- Sunroof water drains: Check for clearance and clean if necessary (Passat only)
- Test drive: Check braking, kickdown, steering, electrical, heating and ventilation systems, air conditioning, handling, and parking brake
- Tires: Check tread depth, condition, wear pattern, and pressure of all tires (including spare)
- Tire pressure: Check. Tire pressure monitoring system: Calibrate to correct tire pressure settings
- Tire repair kit: Check for damage and use
- Windshield wiper/washer system: Check. Wiper blades: Bring into service position and check for damage

**Next Service:**

Date:.....

Miles:.....

whichever occurs first

Today's date and Volkswagen Dealer stamp



**Service at 30,000 miles**

**Service at 30,000 miles or one year after last service, whichever occurs first.**

- Brake pads: Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (**front and rear**)
- Engine: Change oil and replace oil filter

- Service interval display: Reset
- Sunroof water drains: Check for clearance and clean if necessary (**Passat only**)

**Next Service:**

Date:.....

Miles:.....

whichever occurs first

Today's date and Volkswagen Dealer stamp



5N001273SF

**Service at 40,000 miles**

**Service at 40,000 miles or one year after last service, whichever occurs first.**

- 6-Speed DSG transmission: Service **(6-Speed DSG only)**
- Automatic headlight control: Check
- Ball joints, wheel bearings, drive axles, coupling rods, tie rod ends, and stabilizer bar rubber bushings: Visually inspect for damage and excessive play
- Battery: Check **(and second battery if equipped)**
- Body interior and exterior: Visual inspection for corrosion
- Brake fluid: Check level
- Brake pads: Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs **(front and rear)**
- Brake system: Check for leaks and damage
- Convertible top: Clean and lubricate locking element, and perform water test **(Beetle Convertible only)**
- Coolant level and frost protection: Check
- Engine: Change oil and replace oil filter
- Engine and engine compartment components: Check **(from above)** for leaks and damage
- Engine and engine compartment components: Check **(from below)** for leaks and damage, check transmission, final drive, and drive axle boots
- Exhaust system: Check for leaks, damage, and secure fittings
- Exterior lighting: Check front and rear lights, headlights **(adjust if necessary)**, turn signals, cornering lights, and hazard warning lights
- Front and rear coil springs and shock absorbers: Inspect
- Headlight washing system: Check **(if equipped)**
- Hood latch: Lubricate **(excluding Passat, Golf, Beetle, Jetta)**
- Horn: check
- Interior lighting: Glove box lights, cigarette lighter/power outlets, luggage compartment, and all warning lamps: Check
- Panorama sunroof and sliding / tilting sunroof: Check **(if equipped)**
- Removable Trailer Hitch: Check for damages, functionality and lubricate **(Tiguan, Tiguan Limited, and Atlas only)**
- Ribbed belt: Check condition **(if equipped)**
- Service interval display: Reset
- Sunroof: Check function, clean guide rails, lubricate and check water drains; clean if necessary **(if equipped)**
- Test drive: Check braking, kickdown, steering, electrical, heating and ventilation systems, air conditioning, handling, and parking brake
- Tires: Check tread depth, condition, wear pattern, and pressure of all tires **(including spare)**
- Tire pressure: Check. Tire pressure monitoring system: Calibrate to correct tire pressure settings
- Tire repair kit: Check for damage and use
- Underbody: Inspect under seal, underbody trims, pipe placing, and plug for damage
- Windshield: Visually inspect for damage
- Windshield wiper/washer system: Check. Wiper blades: Bring into service position and check for damage

**Next Service:**

Date:.....  
 Miles:.....

whichever occurs first

Today's date and Volkswagen Dealer stamp



**Service at 50,000 miles**

**Service at 50,000 miles or one year after last service, whichever occurs first.**

- Brake pads: Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (**front and rear**)
- Engine: Change oil and replace oil filter

- Service interval display: Reset
- Sunroof water drains: Check for clearance and clean if necessary (**Passat only**)

**Next Service:**

Date:.....

Miles:.....

whichever occurs first

Today's date and Volkswagen Dealer stamp



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**Service at 60,000 miles**

**Service at 60,000 miles or one year after last service, whichever occurs first.**

- Automatic headlight control: Check
- Battery: Check **(and second battery if equipped)**
- Brake fluid: Check level
- Brake pads: Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs **(front and rear)**
- Coolant level and frost protection: Check
- Engine: Change oil and replace oil filter
- Engine and engine compartment components: Check **(from above)** for leaks and damage
- Engine and engine compartment components: Check **(from below)** for leaks and damage, check transmission, final drive, and drive axle boots
- Exterior lighting: Check front and rear lights, headlights **(adjust if necessary)**, turn signals, cornering lights, and hazard warning lights
- Headlight washing system: Check **(if equipped)**
- Horn: check
- Removable Trailer Hitch: Check for damages, functionality and lubricate **(Tiguan, Tiguan Limited, and Atlas only)**
- Service interval display: Reset
- Sunroof water drains: Check for clearance and clean if necessary **(Passat only)**
- Test drive: Check braking, kickdown, steering, electrical, heating and ventilation systems, air conditioning, handling, and parking brake
- Tires: Check tread depth, condition, wear pattern, and pressure of all tires **(including spare)**
- Tire pressure: Check. Tire pressure monitoring system: Calibrate to correct tire pressure settings
- Tire repair kit: Check for damage and use
- Windshield wiper/washer system: Check. Wiper blades: Bring into service position and check for damage

**Next Service:**

Date:.....

Miles:.....

whichever occurs first

Today's date and Volkswagen Dealer stamp



**Service at 70,000 miles**

**Service at 70,000 miles or one year after last service, whichever occurs first.**

- Brake pads: Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (**front and rear**)
- Engine: Change oil and replace oil filter

- Service interval display: Reset
- Sunroof water drains: Check for clearance and clean if necessary (**Passat only**)

**Next Service:**

Date:.....

Miles:.....

whichever occurs first

Today's date and Volkswagen Dealer stamp



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## Service at 80,000 miles

**Service at 80,000 miles or one year after last service, whichever occurs first.**

- 6-Speed DSG transmission: Service **(6-Speed DSG only)**
- 7-Speed DSG transmission: Service **(Golf R only)**
- Automatic headlight control: Check
- Automatic transmission: Service **(non DSG automatic transmission)**
- Ball joints, wheel bearings, drive axles, coupling rods, tie rod ends, and stabilizer bar rubber bushings: Visually inspect for damage and excessive play
- Battery: Check **(and second battery if equipped)**
- Body interior and exterior: Visual inspection for corrosion
- Brake fluid: Check level
- Brake pads: Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs **(front and rear)**
- Brake system: Check for leaks and damage
- Convertible top: Clean and lubricate locking element, and perform water test **(Beetle Convertible only)**
- Convertible roof water drains: Check **(Beetle Convertible only)**
- Coolant level and frost protection: Check
- Engine: Change oil and replace oil filter
- Engine and engine compartment components: Check **(from above)** for leaks and damage
- Engine and engine compartment components: Check **(from below)** for leaks and damage, check transmission, final drive, and drive axle boots
- Exhaust system: Check for leaks, damage, and secure fittings
- Exterior lighting: Check front and rear lights, headlights **(adjust if necessary)**, turn signals, cornering lights, and hazard warning lights
- Front and rear coil springs and shock absorbers: Inspect
- Headlight washing system: Check **(if equipped)**
- Hood latch: Lubricate **(excluding Passat, Golf, Beetle, Jetta)**
- Horn: check
- Idler pulley for ribbed belt: Replace **(V8 gas engines)**
- Interior lighting: Glove box lights, cigarette lighter/power outlets, luggage compartment, and all warning lamps: Check
- Panorama sunroof and sliding / tilting sunroof: Check **(if equipped)**
- Removable Trailer Hitch: Check for damages, functionality and lubricate **(Tiguan, Tiguan Limited, and Atlas only)**
- Ribbed belt: Check condition **(if equipped)**
- Service interval display: Reset
- Sunroof: Check function, clean guide rails, lubricate and check water drains; clean if necessary **(if equipped)**
- Test drive: Check braking, kickdown, steering, electrical, heating and ventilation systems, air conditioning, handling, and parking brake
- Tires: Check tread depth, condition, wear pattern, and pressure of all tires **(including spare)**
- Tire pressure: Check. Tire pressure monitoring system: Calibrate to correct tire pressure settings
- Tire repair kit: Check for damage and use
- Underbody: Inspect under seal, underbody trims, pipe placing, and plug for damage
- Windshield: Visually inspect for damage
- Windshield wiper/washer system: Check. Wiper blades: Bring into service position and check for damage



**Next Service:**

Date:.....

Miles:.....

whichever occurs first

Today's date and Volkswagen Dealer stamp



**Service at 90,000 miles**

**Service at 90,000 miles or one year after last service, whichever occurs first.**

- Brake pads: Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (**front and rear**)
- Engine: Change oil and replace oil filter

- Service interval display: Reset
- Sunroof water drains: Check for clearance and clean if necessary (**Passat only**)

**Next Service:**

Date:.....

Miles:.....

whichever occurs first

Today's date and Volkswagen Dealer stamp



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### Service at 100,000 miles

**Service at 100,000 miles or one year after last service, whichever occurs first.**

- Automatic headlight control: Check
- Battery: Check (and second battery if equipped)
- Brake fluid: Check level
- Brake pads: Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (**front and rear**)
- Coolant level and frost protection: Check
- Engine: Change oil and replace oil filter
- Engine and engine compartment components: Check (**from above**) for leaks and damage
- Engine and engine compartment components: Check (**from below**) for leaks and damage, check transmission, final drive, and drive axle boots
- Exterior lighting: Check front and rear lights, headlights (**adjust if necessary**), turn signals, cornering lights, and hazard warning lights
- Headlight washing system: Check (**if equipped**)
- Horn: check
- Removable Trailer Hitch: Check for damages, functionality and lubricate (**Tiguan, Tiguan Limited, and Atlas only**)
- Service interval display: Reset
- Sunroof water drains: Check for clearance and clean if necessary (**Passat only**)
- Test drive: Check braking, kickdown, steering, electrical, heating and ventilation systems, air conditioning, handling, and parking brake
- Tires: Check tread depth, condition, wear pattern, and pressure of all tires (**including spare**)
- Tire pressure: Check. Tire pressure monitoring system: Calibrate to correct tire pressure settings
- Tire repair kit: Check for damage and use
- Windshield wiper/washer system: Check. Wiper blades: Bring into service position and check for damage

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**Next Service:**

Date:.....

Miles:.....

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whichever occurs first

Today's date and Volkswagen Dealer stamp



**Service at 110,000 miles**

**Service at 110,000 miles or one year after last service, whichever occurs first.**

- Brake pads: Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (**front and rear**)
- Engine: Change oil and replace oil filter

- Service interval display: Reset
- Sunroof water drains: Check for clearance and clean if necessary (**Passat only**)

**Next Service:**

Date:.....

Miles:.....

whichever occurs first

Today's date and Volkswagen Dealer stamp



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**Service at 120,000 miles**

**Service at 120,000 miles or one year after last service, whichever occurs first.**

- 6-Speed DSG transmission: Service **(6-Speed DSG only)**
- Automatic headlight control: Check
- Ball joints, wheel bearings, drive axles, coupling rods, tie rod ends, and stabilizer bar rubber bushings: Visually inspect for damage and excessive play
- Battery: Check **(and second battery if equipped)**
- Body interior and exterior: Visual inspection for corrosion
- Brake fluid: Check level
- Brake pads: Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs **(front and rear)**
- Brake system: Check for leaks and damage
- Convertible top: Clean and lubricate locking element, and perform water test **(Beetle Convertible only)**
- Coolant level and frost protection: Check
- Engine: Change oil and replace oil filter
- Engine and engine compartment components: Check **(from above)** for leaks and damage
- Engine and engine compartment components: Check **(from below)** for leaks and damage, check transmission, final drive, and drive axle boots
- Exhaust system: Check for leaks, damage, and secure fittings
- Exterior lighting: Check front and rear lights, headlights **(adjust if necessary)**, turn signals, cornering lights, and hazard warning lights
- Front and rear coil springs and shock absorbers: Inspect
- Headlight washing system: Check **(if equipped)**
- Hood latch: Lubricate **(excluding Passat, Golf, Beetle, Jetta)**
- Horn: check
- Interior lighting: Glove box lights, cigarette lighter/power outlets, luggage compartment, and all warning lamps: Check
- Panorama sunroof and sliding / tilting sunroof: Check **(if equipped)**
- Removable Trailer Hitch: Check for damages, functionality and lubricate **(Tiguan, Tiguan Limited, and Atlas only)**
- Ribbed belt: Check condition **(if equipped)**
- Service interval display: Reset
- Sunroof: Check function, clean guide rails, lubricate and check water drains; clean if necessary **(if equipped)**
- Test drive: Check braking, kickdown, steering, electrical, heating and ventilation systems, air conditioning, handling, and parking brake
- Tires: Check tread depth, condition, wear pattern, and pressure of all tires **(including spare)**
- Tire pressure: Check. Tire pressure monitoring system: Calibrate to correct tire pressure settings
- Tire repair kit: Check for damage and use
- Underbody: Inspect under seal, underbody trims, pipe placing, and plug for damage
- Windshield: Visually inspect for damage
- Windshield wiper/washer system: Check. Wiper blades: Bring into service position and check for damage

**Next Service:**

Date:.....  
 Miles:.....

whichever occurs first

Today's date and Volkswagen Dealer stamp



### Service at 130,000 miles

**Service at 130,000 miles or one year after last service, whichever occurs first.**

- Brake pads: Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (**front and rear**)
- Engine: Change oil and replace oil filter

- Service interval display: Reset
- Sunroof water drains: Check for clearance and clean if necessary (**Passat only**)

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**Next Service:**

Date:.....

Miles:.....

---

whichever occurs first

Today's date and Volkswagen Dealer stamp

### Service at 140,000 miles

**Service at 140,000 miles or one year after last service, whichever occurs first**

- Automatic headlight control: Check
- Battery: Check (**and second battery if equipped**)
- Brake fluid: Check level
- Brake pads: Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (**front and rear**)
- Coolant level and frost protection: Check
- Engine: Change oil and replace oil filter
- Engine and engine compartment components: Check (**from above**) for leaks and damage
- Engine and engine compartment components: Check (**from below**) for leaks and damage, check transmission, final drive, and drive axle boots
- Exterior lighting: Check front and rear lights, headlights (**adjust if necessary**), turn signals, cornering lights, and hazard warning lights

- Headlight washing system: Check (**if equipped**)
- Horn: check
- Removable Trailer Hitch: Check for damages, functionality and lubricate (**Tiguan, Tiguan Limited, and Atlas only**)
- Service interval display: Reset
- Sunroof water drains: Check for clearance and clean if necessary (**Passat only**)
- Test drive: Check braking, kickdown, steering, electrical, heating and ventilation systems, air conditioning, handling, and parking brake
- Tires: Check tread depth, condition, wear pattern, and pressure of all tires (**including spare**)
- Tire pressure: Check. Tire pressure monitoring system: Calibrate to correct tire pressure settings
- Tire repair kit: Check for damage and use
- Windshield wiper/washer system: Check. Wiper blades: Bring into service position and check for damage

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**Next Service:**

Date:.....

Miles:.....

---

whichever occurs first

Today's date and Volkswagen Dealer stamp



### Service at 150,000 miles

**Service at 150,000 miles or one year after last service, whichever occurs first**

- Brake pads: Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (**front and rear**)
- Camshaft drive toothed belt: Check (**and every 20,000 miles thereafter**)
- Coolant pump toothed belt: Check (**if replacement is not necessary, perform check every 20,000 miles after until replacement is necessary**) (if equipped)
- Engine: Change oil and replace oil filter
- Service interval display: Reset
- Sunroof water drains: Check for clearance and clean if necessary (**Passat only**)
- Timing belt: Check (**if replacement is not necessary, perform check every 20,000 miles after until replacement is necessary**) (if equipped)

---

**Next Service:**

Date:.....

Miles:.....

---

whichever occurs first

Today's date and Volkswagen Dealer stamp



## Brake fluid replacement

### Replacement record

- The brake fluid must be replaced every 3 years regardless of mileage, and every 2 years thereafter regardless of mileage driven.

#### Brake Fluid Replacement Record

A brake fluid replacement was performed on:.....

Next Brake Fluid Replacement:

Date:.....

Today's date and  
Volkswagen Dealer stamp

A brake fluid replacement was performed on:.....

Next Brake Fluid Replacement:

Date:.....

Today's date and  
Volkswagen Dealer stamp



5N001273SF

**Brake Fluid Replacement Record**

A brake fluid replacement was performed on:.....

Next Brake Fluid Replacement:

Date:.....

Today's date and  
Volkswagen Dealer stamp

A brake fluid replacement was performed on:.....

Next Brake Fluid Replacement:

Date:.....

Today's date and  
Volkswagen Dealer stamp

A brake fluid replacement was performed on:.....

Next Brake Fluid Replacement:

Date:.....

Today's date and  
Volkswagen Dealer stamp





**Brake Fluid Replacement Record**

A brake fluid replacement was performed on:.....

**Next Brake Fluid Replacement:**

Date:.....

Today's date and  
Volkswagen Dealer stamp

A brake fluid replacement was performed on:.....

**Next Brake Fluid Replacement:**

Date:.....

Today's date and  
Volkswagen Dealer stamp

A brake fluid replacement was performed on:.....

**Next Brake Fluid Replacement:**

Date:.....

Today's date and  
Volkswagen Dealer stamp



5N001273SF

**Brake Fluid Replacement Record**

A brake fluid replacement was performed on:.....

Next Brake Fluid Replacement:

Date:.....

Today's date and  
Volkswagen Dealer stamp

A brake fluid replacement was performed on:.....

Next Brake Fluid Replacement:

Date:.....

Today's date and  
Volkswagen Dealer stamp

A brake fluid replacement was performed on:.....

Next Brake Fluid Replacement:

Date:.....

Today's date and  
Volkswagen Dealer stamp



## Airbag Replacement

The airbag system can be deployed only once.

After an airbag has inflated it must be replaced. The proper replacement of airbags will be entered into the record by your authorized Volkswagen Dealer.

<b>Front Airbag</b>	<input type="checkbox"/> left	<input type="checkbox"/> right
<b>Side Airbag</b>	<b>left</b>	<b>right</b>
	<input type="checkbox"/> front	<input type="checkbox"/> front
	<input type="checkbox"/> rear	<input type="checkbox"/> rear
<b>SIDEGUARD</b>	<input type="checkbox"/> left	<input type="checkbox"/> right
<b>Knee Airbag (where applicable)</b>	<input type="checkbox"/> left	<input type="checkbox"/> right
Authorized Volkswagen Dealer Stamp		
Module replaced:	Date: _____	
Next Replacement:	Date: _____	

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**Front Airbag**

left

right

**Side Airbag**

**left**

**right**

front

front

rear

rear

**SIDEGUARD**

left

right

**Knee Airbag (where applicable)**

left

right

Authorized Volkswagen Dealer Stamp

Module replaced:

Date:

Next Replacement:

Date:

# EXHIBIT D



# USA Warranty and Maintenance Gasoline engine models

Model Year 2020



USA Warranty and Maintenance:  
Gasoline engine models  
Stand: 01.04.2019  
Englisch USA: 09.2019  
Teile-Nr.: 5NA012723GB



5NA012723GB

## Warranty Voucher

Present this voucher to a Volkswagen dealer if warranty service is required.

<p>The warranty period begins on the date the vehicle is delivered to either the original purchaser or the original lessee; or if the vehicle is first placed in service as a "demonstrator" or "company" car, on the date such vehicle is first placed in service.</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between; width: 100%;"> <span>Month</span> <span>Day</span> <span>Year</span> </div>	<div style="border: 1px solid black; width: 100%; height: 100%; margin-bottom: 5px;"></div> <p>Stamp of Volkswagen Dealer</p>
<p>(to be filled in by Volkswagen Dealer)</p>	

1. 

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2. 

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3. 

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4. 

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**Vehicle Identification Label**

1. Vehicle Identification No. / Engine Code
2. Type / Engine / Transmission
3. Transmission Code / Paint No. / Interior / Engine / Engine Code
4. Optional Equipment

## Afterword

Volkswagen works constantly to improve all of its products. Due to ongoing vehicle development, changes in design, equipment, and technology are possible at any time. The information about equipment, appearance, performance, dimensions, weights, fuel consumption, standards, and functions of the vehicles is the information that was available as of the editorial deadline. Some of the equipment may not be available until later or may be available only in certain markets. Contact your Volkswagen dealer or Volkswagen Service Facility for more information, including information about any changes to the service intervals for your Volkswagen vehicle.. No legal obligations or commitments may be derived from the information, illustrations, and descriptions in this Manual.

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 This paper was made from chlorine-free, bleached pulp.

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## Welcome to Volkswagen Your Ownership Experience

### Dear Owner,

Our goal is to ensure you have a fun, pleasant, and seamless ownership experience with your Volkswagen. This booklet is meant to serve as a guide to inform you of the warranties, maintenance intervals, and other complimentary services that Volkswagen extends to you.

### Pre-delivery inspection

Prior to delivery, your Volkswagen dealership completed an extensive, detailed inspection of your vehicle. Upon delivery, you were provided the keys to your Volkswagen, in addition to an owner's literature package.

### 24-Hour Roadside Assistance

As a Volkswagen owner, you are provided with the protection of a 24-Hour Roadside Assistance Program when you travel within the United States and Puerto Rico. It is available 24 hours a day, 365 days a year, and continues for 3 years or 36,000 miles, whichever occurs first, from your vehicle's original in-service date. For additional details, please see the → page 4, *The Volkswagen 24-Hour Roadside Assistance Program* section of this booklet.

### Warranty package

To further demonstrate our commitment to you, Volkswagen provides you with several limited warranties which are applicable to your Model Year 2020 vehicle. More detailed information about these warranties are found in the "Warranty" section of this booklet.

### Customer satisfaction and assistance

Should you have any questions or concerns, your Volkswagen dealer is here to help. And in the event you need additional assistance, you may also contact the Volkswagen Customer CARE Center, please see the → page 3, *Customer Satisfaction and Assistance* section of this booklet.

## General Owner Responsibilities

### Taking Delivery

As you take delivery of your new Volkswagen, it is important for you to be aware of the things you can do to help make owning this vehicle as satisfying as driving it!

### Owner's manual

Please become familiar with the information in your Owner's Manual. The manual details procedures for proper vehicle operation, and includes tips for maintenance and care which can help to extend the life of parts, such as the convertible top, battery, and trim items.

### Maintenance services

With proper care and maintenance, your Volkswagen will continue to give you a dependable and safe driving experience. Outlined in the "Maintenance" section of this booklet is the recommended service interval schedule, along with other important information that you need to know in order to care for your vehicle.

### Replacement parts

To ensure longevity and optimal performance, it is recommended to only use **Genuine Volkswagen Parts** when you replace a component on your vehicle. These parts are designed specifically to fit your vehicle and are manufactured to the highest standard for reliability and durability. Your warranty coverage does not depend on the use of any particular brand of replacement part; however replacement parts that are not genuine Volkswagen parts, or any damage or return failures resulting from the use of those parts are not covered under Volkswagen's warranty.

### Warranty coverage

Volkswagen's confidence in its vehicles is demonstrated by the extensive warranties provided for you. We recommend you read the full warranty information printed in this booklet and the California Emissions Warranty Supplement.

To obtain service under the an applicable factory warranty, the vehicle must be brought upon discovery of a defect in manufacturer's material or workmanship to an authorized Volkswagen dealer in the United States, including its territories. ►

**NOTICE****Important**

- In all circumstances, please keep completed documents with details of the maintenance services that have been performed, as they may be required for warranty coverage in special situations.
- Note: Although Volkswagen may not deny a warranty claim based solely on inadequate maintenance records, the failure to produce maintenance records can be a factor in denying warranty coverage if the vehicle has not been properly maintained.

## Customer Satisfaction and Assistance

Your satisfaction and vehicle ownership experience is our priority.

### Volkswagen Dealer Assistance

Should you have any questions about your vehicle or the service you received, your dealership's management staff would appreciate the opportunity to help. They are committed to providing you with the best customer experience possible, and your feedback is critical in understanding how we can serve you better.

If your concerns are not resolved to your satisfaction by the dealer, a Volkswagen Customer CARE Representative, in partnership with your Volkswagen dealer, will work with you to resolve any questions or concerns you may have.

### Volkswagen Corporate Assistance

Our Customer CARE Center is here for you! If you have general product questions, comments, or need help learning a bit more about your new Volkswagen, please reach out to us at:

[www.vw.com/contact](http://www.vw.com/contact)

For Frequently Asked Questions (FAQ's), please visit:

[www.vw.com/faq](http://www.vw.com/faq)

Interested in knowing more about the features and functions of your vehicle? Learn more at:

[www.knowyourvw.com](http://www.knowyourvw.com)

If you prefer to write, please use the following address:

**Volkswagen Group of America, Inc.**  
**Att: Customer CARE Center**  
 3800 Hamlin Road Auburn Hills, MI 48326

You may also reach us by phone:

Tel.: 1(800) 822-8987

**Should you need to contact Customer CARE, please be ready to provide us with the following details:**

- Your name, address and telephone number
- Vehicle Identification Number (VIN)
- Vehicle mileage
- Dealer name (if applicable)
- Question and/or nature of concern you're experiencing
- Copies of repair orders or pertinent documents (if you are writing to us)

Though it is our desire to keep you a loyal member of our Volkswagen family, in the event you believe your VW dealer or Customer CARE Advocate has been unable to satisfactorily address your concern, information about BBB AUTO LINE and state-specific consumer protection laws, are at your disposal in the "Consumer Protection Information" section in this booklet. Please see → page 17, *Consumer Protection Information* section of this book.

### Notice of Address Change and / or Notice of Used Car Purchase

The "National Traffic & Motor Vehicle Safety Act of 1966" requires manufacturer's to be in a position to contact vehicle owners if a correction of a safety-related defect or a noncompliance with an applicable Federal motor vehicle safety standard becomes necessary. If you change your address or buy a used Volkswagen vehicle, please reach out to Customer CARE. Please see → page 3, *Customer Satisfaction and Assistance* section of this book.

## Repairs not covered by warranty

In some circumstances, Volkswagen of America, Inc., an operating unit of Volkswagen Group of America, Inc. ("Volkswagen") may offer financial assistance towards repairs or expenses not covered by Volkswagen's New Vehicle Limited Warranties.

In certain instances, Volkswagen may pay for such repairs in accordance with the terms of service action campaigns it will conduct from time to time. In the event of a service action, Volkswagen will notify you by mail and request that you bring your vehicle to your nearest Volkswagen dealer for repair free of charge.

If you have not recently changed your address and Volkswagen has your current address on file, you will receive notification automatically. If you are concerned that you may not have received notice concerning a particular service action, please check with your dealer to determine whether your vehicle is eligible for any repair free of charge.

Should your Volkswagen need a repair not covered under warranty that you feel Volkswagen should pay for, please discuss your request with your Volkswagen dealer. Your dealer will carefully review your request and provide you with a decision. In the event you are not satisfied with your dealer's decision, we ask that you please contact Volkswagen Customer Care. Their contact information can be found in the Customer CARE section → page 3. Your request should include the Vehicle Identification Number (VIN), the current mileage of your Volkswagen, maintenance history records, and an explanation of why you believe that the repair should be performed free of charge. A Customer CARE Representative will carefully review your request and advise you of our decision.

## The Volkswagen 24-Hour Roadside Assistance Program

The VW 24-Hour Roadside Assistance Program is your assurance that help will be there should your VW become disabled due to a mechanical breakdown under normal<sup>1)</sup> driving conditions or in the event of a collision.

### Volkswagen 24-Hour Roadside Assistance

1 (800) 411 -6688

Please have your Vehicle Identification Number (VIN) ready to provide to the Roadside Customer Service Professional. Your vehicle identification number (VIN) is located on your registration, insurance, driver's side door jamb, or outside windshield on the driver's side. 24-Hour Roadside Assistance is available to you for the first 3 years or 36,000 miles, whichever occurs first, from your vehicle's original in-service date.

The VW 24-Hour Roadside Assistance Program includes the following emergency roadside services: Emergency towing (disablement or collision), battery jump start, flat tire service, emergency fuel service, lock-out service, and extrication/winch service (when performed in conjunction with the tow).

Other services and benefits include trip interruption benefits throughout the United States and Puerto Rico.

Please refer to your VW 24-Hour Roadside Assistance Guide for more specific details on the services provided by the VW 24-Hour Roadside Assistance Program.

### In the event of a collision, the following suggestions may assist you

- Stop in a safe, well-lit area (no matter how minor the accident).
- Notify the local police. Ask for an ambulance if necessary.
- Have your driver's license, registration, and insurance information ready when the police arrive.

<sup>1)</sup> Coverage does not include service to any vehicle willfully driven into non-regularly traveled areas including, but not limited to, open fields, construction sites, beaches, mud-filled driveways, vacant lots, or any other area that is inaccessible or hazardous for the Roadside Assistance Service Operator's vehicle to reach.

- Write down the names and numbers of any witnesses and information of anyone who may have been injured.
- Use your phone’s camera or keep a camera in your glove box to help document the vehicles and the scene.

If necessary, contact VW 24-Hour Roadside Assistance at **1 (800) 411-6688** to have your vehicle towed to your nearest VW Authorized Collision Repair Facility.

For assistance in locating the nearest VW Authorized Collision Repair Facility, please refer to:

<https://www.vw.com/find-a-dealer/>

or contact the VW CARE Center please see  
→ page 3, *Customer Satisfaction and Assistance*  
section of this book. <

## Warranties

### New Vehicle Limited Warranty

#### What is covered

##### Warranty period

The New Vehicle Limited Warranty period is **4 years or 50,000 miles**, whichever occurs first, except as specified in the section entitled "**Limited Coverage**" → page 6, *Limited Coverage*.

**Any implied warranty, including any implied warranty of merchantability or warranty of fitness for a particular purpose, is limited in duration to the period of this written warranty. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.**

##### Coverage

Except as specified in the section entitled "**Limited Coverage**" → page 6, *Limited Coverage*, this warranty covers any repair to correct a defect in manufacturer's material or workmanship (i.e., mechanical defects), except wheel alignment, tire balance, and the repair or replacement of tires. ◀

#### Limited Coverage

##### Limited Coverage

###### Battery

6-volt/12-volt original equipment batteries are covered for 3 years or 36,000 miles, whichever occurs first, for defects in manufacturer's material or workmanship.

###### Battery for Key Fob

Key fob batteries are covered for 1 year or 12,000 miles, whichever occurs first, for defects in manufacturer's material or workmanship.

###### Brakes Pads/Shoes

Brake pads/shoes are covered for 1 year or 12,000 miles, whichever occurs first, for defects in manufacturer's material or workmanship.

###### Bulbs

Halogen/xenon bulbs are covered for 3 years or 36,000 miles, whichever occurs first, for defects in manufacturer's material or workmanship.

Bulbs other than halogen/xenon bulbs are covered for 1 year or 12,000 miles, whichever occurs first, for defects in manufacturer's material or workmanship.

###### Paint

Paint is covered for 3 years or 36,000 miles, whichever occurs first, for defects in manufacturer's material or workmanship.

###### Wheel Alignment and Tire Balance

Wheel alignment and tire balance will be covered when required to correct a defect in manufacturer's material or workmanship present at the time of delivery of the vehicle to the original purchaser or the original lessee; or if the vehicle is first placed in service as a "demonstrator" or "company car" on the date such vehicle is first placed in service.

###### Wiper Blades

Wiper blades are covered for 1 year or 12,000 miles, whichever occurs first, for defects in manufacturer's material or workmanship.

###### Wear and Tear Coverage for Brake Pads/Shoes, Brake Discs/Drums and Wiper Blades

The repair or replacement of wear and tear items, which are defined as brake pads/shoes worn below manufacturer specifications, and brake discs/drums worn below manufacturer specifications, replaced for wear and tear, are covered up to 1 year or 12,000 miles, whichever occurs first. Wiper blades replaced for wear and tear are covered up to 6 months or 6,000 miles, whichever occurs first.

###### Mechanical Adjustments

Mechanical adjustments not associated with a defect in manufacturer's material or workmanship, are covered up to **1 year or 12,000 miles**, whichever occurs first (e.g., headlight adjustment).

###### Where to go for warranty service

This limited warranty will be honored by any Volkswagen dealer in the United States, including its territories.

If your Volkswagen vehicle is brought to a Volkswagen dealer outside the United States, including its territories, this limited warranty will not apply. Defects in manufacturer's material or workmanship will be corrected under the terms of the limited warranty for new Volkswagen vehicles in effect in that country (except Canada). ▶

### Warranty repairs while traveling in Canada

Warranty repairs while traveling in Canada should be performed by a Volkswagen dealer. If your Volkswagen vehicle is within the United States New Vehicle Limited Warranty, Canadian dealers can submit a claim. Proof of United States residence is required. If the Canadian dealer cannot submit your claim, you may be asked to pay for the repair. On your return to the United States, please present the invoice to your United States Volkswagen dealer, who will submit a claim on your behalf and obtain reimbursement for you. Alternatively, you may reach out to Customer CARE to file a claim directly. Please refer to → page 3 for contact information

### When the warranty period begins

The warranty period begins on the date the vehicle is delivered to either the original purchaser or the original lessee; or if the vehicle is first placed in service as a "demonstrator" or "company" car, on the date such vehicle is first placed in service.

This New Vehicle Limited Warranty is automatically transferred without cost if the ownership of the vehicle changes within the Warranty period.

### Free-of-charge repair

Repairs under this limited warranty are free of charge. Your Volkswagen dealer will repair the defective part or replace it with a **new or remanufactured** Genuine Volkswagen Part.

### Emergency repairs

Emergency repairs performed by a non-Volkswagen service facility will be reimbursed if the repair work was needed and correctly performed; if it would have been covered by this limited warranty if presented to a Volkswagen dealer for repair; and, if it was impossible or unreasonable under the circumstances to tow or drive your Volkswagen vehicle to the nearest Volkswagen dealer. The maximum reimbursement allowable is an amount equal to the cost if your Volkswagen dealer had completed the repair(s). Reimbursement will be considered when you submit the following items to your Volkswagen dealer:

- A statement explaining the circumstances that prevented you from getting to a Volkswagen dealer,
- Repair order(s) and
- Part(s) removed from your Volkswagen vehicle.

## What is not covered

### Tires

Tires are not covered by this limited warranty, but are separately warranted by the tire manufacturer. To assist you in obtaining related Warranty information, a list of tire manufacturers and addresses is provided at the end of this booklet. Verify with the tire manufacturer what is covered under their warranty.

### Maintenance services and mechanical adjustments

This limited warranty does not cover the cost of parts and labor involved in any scheduled maintenance service. Scheduled maintenance services are described in the Maintenance section of this booklet.

This limited warranty does not cover the replacement of spark plugs, clutch discs, filters, oil, lubricants, fluids, or air conditioner refrigerant charge, unless their replacement is a necessary part of warranty service on a covered component.

Mechanical adjustments not associated with a defect in manufacturer's material or workmanship are not covered after **1 year or 12,000 miles**, whichever occurs first (e.g. headlight adjustment). This limited warranty does not cover wheel alignment \* or tire balancing \*.

**\* Exception: Wheel alignment and tire balance will be covered when required to correct a defect in manufacturer's material or workmanship present at the time of delivery of the vehicle to the original purchaser or the original lessee; or if the vehicle is first placed in service as a "demonstrator" or "company car" on the date such vehicle is first placed in service.**

### Damage or malfunctions due to misuse, negligence, alteration, accident, vandalism, or fire

This limited warranty does not cover: ▶

- Damage, malfunctions, or symptoms resulting from negligent or otherwise improper repair of the vehicle; installation of any non-Genuine Volkswagen Parts that alter the vehicle performance specifications from those set by the vehicle manufacturer; modifications to the vehicle (including but not limited to the engine management system); accessories including but not limited to alarm systems, remote starters, roof racks or communications equipment; or
- Damage, malfunctions, or symptoms resulting from the use of used parts or new parts not sold or approved by Volkswagen, or the resultant damage to associated parts or systems; or
- Non-Genuine Volkswagen Parts (referred to as Aftermarket parts), crash parts repaired due to damage in a collision (referred to as Remanufactured collision parts), parts obtained from another used vehicle (referred to as salvage parts), and any resultant damage to associated vehicle parts or systems caused by the failure of the aforementioned parts; or
- Damage, malfunctions, or symptoms resulting from the alteration of the vehicle, in particular (but not limited to) any major or structural alterations including but not limited to the conversion of the vehicle to a convertible or the modification of the roof to accommodate a glass roof structure or other similar structural alterations; or
- Damage, malfunctions, or symptoms resulting from the use of contaminated or improper fuel, or from misfueling, whether intentional or unintentional misfueling; or
- Damage, malfunctions, or symptoms resulting from modifications of the vehicle, including but not limited to the installation of engine management components not approved by Volkswagen; or
- Damage, malfunctions, or symptoms resulting from the use of the vehicle in competitive events, or caused by negligent driving or misuse, accident, collision, vandalism, fire; or

- Damage, malfunctions, or symptoms resulting from continued operation of the vehicle after a warning light, gauge reading, or other warnings indicate a mechanical or operational problem; or
- Damage, malfunctions, or symptoms resulting from suspension modifications, including but not limited to the installation of aftermarket springs, shock absorbers, or lowering kits.

This limited warranty does not cover vehicles severely damaged or declared to be a total loss by an insurer or vehicles substantially re-assembled from or repaired with parts obtained from another used vehicle (referred to as salvage parts).

#### **Accessories, spare parts, and modification of your Volkswagen**

A wide variety of non-genuine spare parts and accessories for Volkswagen vehicles are currently available in the market. You should know that Volkswagen does not warrant these products and is not responsible for their performance, repair, or replacement, or for any damage they may cause to, or adverse effect they may have on, your Volkswagen vehicle.

Your Volkswagen vehicle should not be modified with non-genuine Volkswagen products. Modification with non-genuine Volkswagen products could affect the vehicle's performance, safety, or durability, and may even violate government regulations. In addition, damage or performance problems resulting from the modification may not be covered under warranty.

#### **Noise, vibration, cosmetic conditions, and deterioration**

This limited warranty does not cover deterioration resulting from normal wear and tear, and it does not cover noise, vibration, or cosmetic conditions (unless the noise, vibration, or cosmetic condition was caused by a defect in manufacturer's materials or workmanship).

#### **Aesthetics and design**

This limited warranty does not cover aesthetic or design elements of the vehicle.

#### **Damage or malfunctions due to lack of maintenance**

This limited warranty does not cover damage, malfunctions, or symptoms resulting from the failure to follow recommended maintenance and ▶

use requirements as set forth in the Volkswagen Owner's Manual and the Maintenance section of this booklet.

Your dealer will deny warranty coverage unless you present to the dealer proof in the form of Service or Repair Orders that all scheduled maintenance was properly performed with the correct materials in a timely manner.

#### **Damage caused by the environment**

This limited warranty does not cover damage, malfunctions, or symptoms resulting from stones, floodwater, airborne industrial pollutants (e.g. acid rain), bird droppings, windstorms, tree sap, plant debris, or other similar materials or occurrences.

#### **Glass**

This limited warranty does not cover glass breakage unless due to a defect in manufacturer's material or workmanship.

#### **Odometer tampering**

This limited warranty does not cover repairs to a Volkswagen model on which the odometer has been altered or on which the actual mileage cannot readily be determined.

If the speedometer unit is replaced, a "Speedometer Replacement Record" must be filled out by a Volkswagen dealer.

#### **Communication technology malfunctions, inoperability, or discontinuation of service**

This limited warranty does not cover any malfunction, inoperability, or failure of telecommunication parts, systems, or services (including but not limited to Car-Net) caused by the obsolescence, discontinuation, or replacement of communication network technologies (including but not limited to 3G and 4G networks) that are beyond Volkswagen's direct control.

#### **Other expenses**

**This limited warranty does not cover any incidental or consequential damage, including loss of value of the vehicle, lost profits or earnings, and out-of-pocket expenses for substitute transportation or lodging.<sup>1)</sup>**

This limited warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

<sup>1)</sup> Some states do not allow the exclusion or limitation of incidental or consequential damage, so this limitation or exclusion may not apply to you.

#### **Other terms**

This New Vehicle Limited Warranty is issued by Volkswagen Group of America, Inc. This limited warranty does not apply to Volkswagen vehicles or parts and accessories not imported and/or distributed by Volkswagen.

**This New Vehicle Limited Warranty, the Limited Warranty Against Corrosion Perforation, and the Emissions Warranties are the only express warranties made in connection with the sale of this Volkswagen vehicle. Any implied warranty, including any warranty of merchantability or warranty of fitness for a particular purpose, is limited in duration to the stated period of these written warranties.**

Some states do not allow limitations on how long an implied warranty lasts, so, the above limitation may not apply to you.

Volkswagen reserves the right to make improvements or change the design of any Volkswagen model at any time with no obligation to make similar changes on vehicles previously sold.

**Neither Volkswagen nor the manufacturer assumes, or authorizes any person to assume, any other obligation or liability on its behalf.**





## Limited Warranty Against Corrosion Perforation

### What is covered

#### Warranty period

The coverage under this limited warranty lasts for **7 years or 100,000 miles, whichever occurs first**.

**Any implied warranty, including any implied warranty of merchantability or warranty of fitness for a particular purpose, is limited in duration to the period of this written warranty. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.**

**Neither Volkswagen nor the manufacturer assumes, or authorizes any person to assume, any other obligation or liability on its behalf.**

#### Coverage

This limited warranty covers any repair or replacement of body sheet metal panels that have been **perforated** by rust from the inside out.

#### Where to go for warranty service

This limited warranty will be honored by any Volkswagen dealer in the United States, including its territories.

If your Volkswagen vehicle is brought to a Volkswagen dealer outside the United States, including its territories, this limited warranty will not apply. Defects in material or workmanship will be corrected under the terms of the warranty for new Volkswagen vehicles in effect in that country (except Canada).

#### Warranty repairs while traveling in Canada

Warranty repairs while traveling in Canada should be performed by a Volkswagen dealer. If your Volkswagen vehicle is within the United States Limited Warranty Against Corrosion Perforation, Canadian dealers can submit a warranty claim. Proof of United States residence is required. If the Canadian dealer cannot submit your warranty claim, you may be asked to pay for the repair. On your return to the United States, please present the invoice to your United States Volkswagen dealer, who will submit a claim on your behalf and obtain reimbursement for you.

Alternatively, you may reach out to Customer CARE to file a claim directly. Please refer to → page 3 for contact information

#### When the warranty period begins

The warranty period begins on the date the vehicle is delivered to either the original purchaser or the original lessee; or if the vehicle is first placed in service as a “demonstrator” or “company” car, on the date such vehicle is first placed in service.

This Limited Warranty Against Corrosion Perforation is automatically transferred without cost if the ownership of the vehicle changes within the warranty period.

#### Free-of-charge repair

Repairs under this limited warranty are made free of charge. A Volkswagen dealer will repair the defective part or replace it with a **new or re-manufactured** Genuine Volkswagen Part.



Your Volkswagen vehicle is corrosion protected at the factory. You do not need to purchase rustproofing when you buy your Volkswagen vehicle in order to keep this warranty in effect. <

## What is not covered

### Surface corrosion without perforation

Repairs are covered under this limited warranty only if there is a rust-through condition in the body sheet metal not caused by outside influences.

### Perforation of sheet metal due to accident, lack of care, or failure to repair or modifications to the paint/painted surface

This limited warranty does not cover corrosion perforation resulting from the failure to promptly and properly repair paint damage, damaged undercoating, or surface corrosion.

It does not cover damage due to failure to wash or otherwise regularly care for the vehicle as described in the Volkswagen Owner's Manual.

This limited warranty does not cover corrosion perforation resulting from unrepaired collision damage or improper collision repair.

### Special exclusion for any aluminum portions that may be part of your Volkswagen vehicle

This limited warranty does not cover corrosion perforation due to failure to perform body repairs in accordance with Volkswagen's specified repair procedures, including use of **non-aluminum alloy parts**.

It does not cover corrosion perforation resulting from the use of any inferior rustproofing agent or method.

Your Volkswagen dealer will do its best to match your vehicle's original finish, but this limited warranty does not cover the cost of painting the entire vehicle solely for paint matching.

### Environmental damage

This limited warranty does not cover damage, malfunctions, or symptoms resulting from stones, floodwater, airborne industrial pollutants (e.g. acid rain), bird droppings, windstorms, tree sap, plant debris, or other similar materials or occurrences.

### Corrosion perforation because of failure to rustproof when collision damage is repaired

Body parts that have been repaired or newly installed after a collision must be treated with a rustproofing agent that is compatible with Volkswagen's own factory corrosion protection. If you

fail to have your vehicle treated in this way after a collision, Volkswagen will not be responsible for the repair of any resulting rust-through.



The "Other Terms" presented in the New Vehicle Limited Warranty also apply to this warranty. <

## Emissions Control System Warranties

Refer to the California Emissions Warranty Supplement for additional information on California Emissions Warranty coverage. ◀

### General

The Emissions Warranties set out on the following pages are warranties which the manufacturer is required by law to furnish to you at the time you take delivery of your new vehicle. These coverages may also be included in the Volkswagen 4 years / 50,000 miles, whichever occurs first, New Vehicle Limited Warranty.

The warranties required by federal laws apply to all new Volkswagen vehicles imported and/or distributed by Volkswagen of America, Inc., an operating unit of Volkswagen Group of America, Inc. ("Volkswagen") for sale in the United States, including its territories. The warranties required by the State of California law apply to all new Volkswagen vehicles imported and/or distributed by Volkswagen for sale and registration in the following states:

- California
- Connecticut
- Delaware
- Maine
- Maryland
- New Jersey
- New York
- Oregon
- Rhode Island
- Vermont
- Washington (state)
- Commonwealth of Massachusetts
- Commonwealth of Pennsylvania

Therefore, the owner of an above-mentioned vehicle may have warranty rights under both federal and state-mandated emissions warranties.

Please read these warranties carefully. If you have any questions concerning the applicability of each warranty to your vehicle or want to know whether a particular repair will be performed free of charge pursuant to these warranties you may reach out to Customer CARE for further assistance. Please refer to the Customer Satisfaction and Assistance section → page 3 for contact information.

### Federal Emissions Control System Defect Warranty

#### For 2 years or 24,000 miles

Volkswagen of America, Inc., an operating unit of Volkswagen Group of America, Inc. ("Volkswagen"), the authorized United States importer of Volkswagen vehicles, warrants to the original retail purchaser or original lessee and any subsequent purchaser or lessee that every **model year 2020** Volkswagen vehicle imported and/or distributed by Volkswagen:

- Was designed, built and equipped so as to conform at the time of sale with all applicable regulations of the United States Environmental Protection Agency (EPA); and
- Is free from defects in manufacturer's material and workmanship which causes the vehicle to fail to conform with EPA regulations for 2 years after the date of first use or delivery of the vehicle to the original retail purchaser or original lessee or until the vehicle has been driven 24,000 miles, whichever occurs first.

A warranted part is any part installed on a motor vehicle or motor vehicle engine by the vehicle or engine manufacturer, or installed in a warranty repair, which affects any regulated emission from a motor vehicle or engine which is subject to EPA emission standards. The following parts or systems listed are intended as an example and not limited to those that, if defective, could cause the vehicle to fail to conform with EPA regulations:

- Evaporative Emission Control System: including fuel tank, filler cap, filler neck and leak detection pump
- Exhaust System: including manifolds, turbochargers, catalytic converters, and down pipes
- EGR System: including valves, pipes and coolers
- Fuel Injection System: including control modules, sensors, switches, valves and fuel pipes ▶

- Intake System: including camshaft adjuster units, sensors, manifold, pipes and control valves
- Ignition System: including coils and sensors
- On-Board Diagnostic (OBD) System: including Malfunction Indicator Lamp (MIL) and Data Link Connector (DLC)
- PCV System: including control valves and pipes
- Secondary Air Injection System: including air pump and control valves
- Emission-related hoses, gaskets, clamps and other accessories used with the above parts or systems

The obligation of Volkswagen under this Emissions Control System Defect Warranty is limited, however, to the following: If within this period a defect in material or workmanship causes the vehicle to fail to conform with EPA regulations and the vehicle is brought to the workshop of any Volkswagen dealer in the United States, including its territories the dealer will make repairs as may be required by these regulations free of charge. <

### For 8 years or 80,000 miles

If the vehicle has been in use for more than 24 months or 24,000 miles, but less than 8 years or 80,000 miles, whichever occurs first, your Volkswagen dealer will repair or replace free-of-charge the following major emission control components only:

- Catalytic Converter
- Data Bus On-Board Diagnostic Interface (Gateway Control Module)
- Engine Control Module (ECM)
- Fuel Pump Control Module
- Transmission Control Module (TCM)
- On-Board Diagnostic Device (OBD) <

## Federal Emissions Performance Warranty

### For 2 years or 24,000 miles and 8 years or 80,000 miles

Volkswagen of America, Inc., an operating unit of Volkswagen Group of America, Inc. (“Volkswagen”), warrants to the original retail purchaser or original lessee of a **model year 2020** Volkswagen vehicle and any subsequent purchaser or lessee of the vehicle that if the following conditions are met, any Volkswagen dealer in the United States, including its territories, will remedy any nonconformity, as determined below, free of charge, under the following conditions:

- The vehicle fails to conform at any time during 24 months or 24,000 miles, whichever occurs first, to applicable emission inspection standards as determined by an EPA approved State Inspection and Maintenance (I/M) test or inspection, or
- If the vehicle has been in use for more than 24 months or 24,000 miles, but less than 8 years or 80,000 miles, whichever occurs first, the vehicle fails I/M test or inspection resulting from a malfunction of a component listed in the Federal Emissions Control System Defect Warranty as covered for 8 years or 80,000 miles, whichever occurs first, and
- The failure of the I/M test or inspection requires the vehicle owner to bear any penalty or other sanction, including the denial of the right to use the vehicle under local, state or federal law, and
- The vehicle has been maintained and operated in accordance with Volkswagen's instructions for proper maintenance and use. <

### Performance Warranty claim approval

You may raise a claim under this warranty immediately after your vehicle has failed an I/M test or inspection if, as a result of that failure, you are required by law to repair the vehicle to avoid imposition of a penalty or cancellation of your right ▶

to use the vehicle. You need not actually suffer the loss or lose the right to use your vehicle or pay for the repair before presenting your claim.

Claims may be presented only by bringing your vehicle to any Volkswagen dealer in the United States, including its territories. The dealer will honor or deny your claim within a reasonable time, not to exceed thirty (30) days, from the time at which your vehicle is presented for repair or within any time period specified by local, state or Federal law, whichever is shorter, except when a delay is caused by events not attributable to Volkswagen or the dealer. If the dealer denies your claim, you will be notified in writing of the reasons for rejecting the claim. If you do not receive notice of denial of your claim within the above time period, Volkswagen is required by law to honor the claim.

Under certain circumstances, your claim may be denied because you have failed to comply with instructions for scheduled maintenance contained in the Maintenance section of this booklet. In determining whether you have complied with the instructions for scheduled maintenance and proper use, Volkswagen may require you to furnish proof of compliance only with those maintenance instructions which Volkswagen has reason to believe were not performed and which could be the cause of the I/M test or inspection failure.

Volkswagen may deny an emission performance warranty claim on the basis that a replacement part not certified by the EPA was used in the maintenance or repair of the vehicle if Volkswagen can prove that the non-certified part is either defective in materials or workmanship, or not equivalent from an emission standpoint to the original part, and you are not able to offer information that the part is either not defective or equivalent to the original part with respect to its emission performance.

Volkswagen will not deny a claim relating to

- Warranty work or pre-delivery service performed by a Volkswagen dealer, or
- Work performed in an emergency to rectify an unsafe condition attributable to Volkswagen, provided you have taken steps in a timely manner to put the vehicle back into a conforming condition, or
- The use of an uncertified part or to noncompliance with the instructions for proper maintenance and use, which is not related to the Inspection and Maintenance test or inspection failure. <

## Additional information about your Federal Emissions Warranties

### Warranty period

The warranty period begins on the date the vehicle is delivered to the original retail purchaser or original lessee, or if the vehicle is first placed in service as a demonstrator or company demonstrator or company car prior to delivery, on the date it is first placed in service.

### Proper maintenance and use

Instructions for proper maintenance are contained in the Maintenance section of this booklet. Time and mileage intervals, at which maintenance is to be performed, may vary from model to model.

Volkswagen recommends you keep a record of scheduled maintenance by having your maintenance booklet validated at the approximate time or mileage intervals by the Volkswagen dealer or other service facility that performed the maintenance. If you perform the maintenance yourself, keep all documentation as proof you have performed the maintenance at the approximate time or mileage intervals recommended, that you have used proper parts, and that you performed the maintenance properly.

Failure to maintain your vehicle according to the instructions for proper maintenance may cause the vehicle to exceed applicable emissions standards and could result in denial of warranty coverage. However, Volkswagen will not deny a warranty claim solely on the basis of your failure to maintain the vehicle according to the instructions or failure to keep a record of maintenance.

Instructions for proper use of the vehicle are contained in your Volkswagen Owner's Manual.

### Use of Genuine Volkswagen Parts

Volkswagen recommends that Genuine Volkswagen Parts be used as replacement parts for the maintenance, repair or replacement of emission control systems. Use of replacement parts which are not equivalent to Genuine Volkswagen Parts in emission performance and durability may impair the effectiveness of emission control systems. Although use of parts other than Genuine Volkswagen Parts does not invalidate these war-

rancies, Volkswagen assumes no liability under these warranties for failure of such parts and damage to other parts caused by such failure.

### EPA certified replacement parts

Maintenance, repair, or replacement of emission control devices and systems may be performed by any automotive service and repair establishment or qualified individual using Environmental Protection Agency ("EPA") certified replacement parts.

### Maintenance and repairs performed by independent service shops

Without invalidating these warranties, you may choose to have maintenance, repair or replacement of emission control components performed by any automotive service establishment or individual qualified to perform such services. However, the cost of such services is not covered by these warranties except in emergencies. If the independent service establishment finds a warrantable defect, you may deliver the vehicle to a Volkswagen dealer and have the defect corrected free of charge. **Volkswagen will not be liable for any expenses, which you have incurred at the independent service establishment, except for emergency repairs.** See "Emergency Repairs" for further details.

### Parts not scheduled for inspection or replacement

Any part, which is not scheduled for inspection or replacement at maintenance intervals specified in the Maintenance section of this booklet, is covered by this warranty for the full warranty period.

### Scheduled part inspection or replacement

A part scheduled only for inspection in accordance with Volkswagen's instructions or required scheduled maintenance is covered for the duration of these warranties.

A part installed in accordance with Volkswagen's instructions or required scheduled maintenance is warranted until the next scheduled replacement interval or for the duration of these warranties.

### Damage to non-warranty parts

If failure of a warranted part causes damage to a part not covered by warranty, the non-warranted part will also be replaced free of charge. ▶

**Warranty repairs while traveling in Canada**

Warranty repairs while traveling in Canada should be performed by a Volkswagen dealer. If your Volkswagen model is within the United States Federal Emissions Warranties, Canadian dealers can submit a claim. Proof of United States residence is required. If the Canadian dealer cannot submit your claim, you may be asked to pay for the repair. On your return to the United States, please present the invoice to your United States Volkswagen dealer, who will submit a claim on your behalf and obtain reimbursement for you. Alternatively, you may reach out to Customer CARE to file a claim directly. Please refer to → page 3 for contact information

**Emergency repairs**

Emergency repairs performed by a non-Volkswagen service facility will be reimbursed if the repair work was needed and correctly performed, and it was impossible or unreasonable under the circumstances to tow or drive your Volkswagen model to the nearest Volkswagen dealer. The maximum reimbursement allowable is an amount equal to the cost if your Volkswagen dealer had completed the repair(s). Reimbursement will be considered when you submit the following items to your Volkswagen dealer:

- A statement explaining the circumstances that prevented you from getting to a Volkswagen dealer,
- Paid receipt(s),
- Repair order(s) and
- Part(s) removed from your Volkswagen model.

**Damage caused by tampering, modification, use of improper fuel, abuse, neglect and improper maintenance**

These warranties do not cover any damage to the vehicle caused by tampering with emission controls, removal or modification of emissions-related components, use of fuel containing lead, or fuel not meeting the specifications set forth in the Owner's Manual, and abuse, neglect or improper maintenance of the vehicle. Diagnosis and repair of such damage are at the expense of the owner.



**Implied warranties**

**Any implied warranty, including any warranty of merchantability or warranty of fitness for a particular purpose, is limited in duration to the stated period of these written warranties.**

**Incidental and consequential damages**

**These warranties do not cover any incidental or consequential damages, including loss of resale value, lost profits or earnings, and out-of-pocket expenses for substitute transportation or lodging.**

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

** In the event you have not received the services promised in these warranties, please follow the procedures described in this booklet under the title "Customer Satisfaction and Assistance" → page 3. You may obtain further information regarding the Emissions Performance Warranty or report violation of the terms of the Emissions Defect or Performance Warranty by contacting: US Environmental Protection Agency, Office of Transportation and Air Quality, Compliance Division, Light-Duty Vehicle Group, Attention: Warranty Complaints, 2000 Traverwood Drive, Ann Arbor, MI 48105.** 

## Kansas Safety Belt Limited Warranty

### Information about Kansas Safety Belt Limited Warranty

Applicable only to vehicles sold or registered in the State of Kansas

For vehicles sold or registered in the State of Kansas, safety belts and related safety belt components are warranted against defects in workmanship and materials for a period of 10 years, from the vehicle's original in-service date, regardless of mileage.

This limited warranty does not cover the replacement of safety belts and safety belt components:

- If damage or failure was due to misuse, alteration, accident, or collision; or
- Due to color fading, spotting, or other cosmetic problems when the safety belt is otherwise functioning properly.

## Consumer Protection Information

### Independent Dispute Resolution Program

#### Informal dispute mechanism

Volkswagen participates in BBB AUTO LINE, an arbitration program administered by the Council of Better Business Bureaus (3033 Wilson Boulevard, Suite 600, Arlington, Virginia 22201).

If you have a problem arising under any Volkswagen written warranty, we request that you bring it to Volkswagen's attention. If we are unable to resolve it, you may file a claim with BBB AUTO LINE. You are required to use the BBB AUTO LINE program before asserting in court any presumption set forth in California Civil Code Section 1793.22, and before pursuing any legal remedy under 15 U.S.C. 2310(d) with respect to the New Vehicle Limited Warranty. You are not required to use BBB AUTO LINE before pursuing rights and remedies under any other Federal law. Depending on individual State laws, you may or may not be required to use BBB AUTO LINE before pursuing rights and remedies under your State's lemon law. The BBB AUTO LINE program is free of charge to you, but there are some vehicle age and mileage limitations, so please call BBB AUTO LINE for more details.

To file a claim with BBB AUTO LINE, call:

Tel.: **1 (800) 955-5100**

If you call BBB AUTO LINE, please be prepared to provide the following information:

- Your name and address
- The Vehicle Identification Number (VIN)
- The make, model, and model year of your vehicle
- The delivery date and current mileage of your vehicle
- A description of the concern with your vehicle

The BBB AUTO LINE program is an arbitration program. However, the BBB staff will facilitate negotiations between the parties in an effort to bring your claim to a mutually acceptable resolution. If you do not agree with the solution, you may request an arbitration hearing.



Arbitration is a process by which an impartial person makes a decision on your claim. The arbitrators are not connected with the automobile industry and serve on a voluntary basis. You may attend the hearing in person, bring witnesses, and give supporting evidence. Instead of appearing in person, you may request a written or even a telephone arbitration hearing. Please refer to the program materials for VW's independent dispute resolution program for the specific steps and time-frames followed by the program. You then have the opportunity to accept or reject the decision.

- If you accept the decision, the manufacturer will be bound by the decision and will be required to fulfill its obligation within the time frame specified by the arbitrator.
- If you reject the decision, you are free to pursue other legal remedies available under state or federal law, and the manufacturer will not be required to comply with any part of the decision.

## State-Specific Lemon Laws

### Local laws

Each state has enacted warranty enforcement laws (commonly referred to as "lemon laws") that permit owners to obtain a replacement vehicle or a refund of the purchase price under certain circumstances. Although the provisions of these laws vary from state to state, their intent is to provide owners with certain rights if they experience significant service-related difficulties with their new vehicle.

**IMPORTANT NOTICE:** To the extent allowed by each state's law, Volkswagen requires that you first send written notification to Volkswagen explaining the nonconformity that you have experienced with the vehicle, and to allow Volkswagen the opportunity to make any needed repairs before you pursue other remedies provided by that state's law (in all other states where not specifically required by state law, Volkswagen requests that you provide the written notification). Send written notification to:

**Volkswagen Group of America, Inc.**  
**Customer Resolution & Retention**  
**3800 Hamlin Road**  
**Auburn Hills, MI 48326**

**IMPORTANT NOTICE:** Depending on the state's law, you may also be required to submit your complaint to BBB AUTO LINE before seeking other remedies. Please refer to the information under the title → page 17, *Independent Dispute Resolution Program* in this booklet for more information about VW's independent dispute resolution program.

Because each state has enacted specific provisions as part of its lemon law, Volkswagen suggests that you research and follow the laws in your state. ◀

## NOTICE TO CALIFORNIA PURCHASERS

Volkswagen participates in BBB AUTO LINE, an arbitration program administered by the Council of Better Business Bureaus (3033 Wilson Boulevard, Suite 600, Arlington, Virginia 22201). BBB AUTO LINE and Volkswagen have been certified by the Arbitration Certification Program of the California Department of Consumer Affairs.

If you have a problem arising under any Volkswagen written warranty, we request that you bring it to Volkswagen's attention. If we are unable to resolve it, you may file a claim with BBB AUTO LINE. Claims must be filed with BBB AUTO LINE within six (6) months after the expiration of the warranty.

To file a claim with BBB AUTO LINE, call:

Tel.: **1 (800) 955-5100**

There is no charge for the call.

In order to file a claim with BBB AUTO LINE, you will have to provide your name and address, the brand name and Vehicle Identification Number (VIN) of your vehicle, and a statement of the nature of your problem or complaint. You will also be asked to provide: the approximate date of your acquisition of the vehicle, the vehicle's current mileage, the approximate date and mileage at the time any problem(s) were first brought to the attention of Volkswagen or one of our dealers, and a statement of the relief you are seeking. ▶

BBB AUTO LINE staff may try to help resolve your dispute. If they are not successful, or if you are not satisfied, claims within the program's jurisdiction may be presented to an arbitrator at an informal hearing. The arbitrator's decision should ordinarily be issued within 40 days from the time your complaint is filed; there may be a delay of seven (7) days if you did not first contact Volkswagen about your problem, or a delay of up to 30 days if the arbitrator requests an inspection/report by an impartial technical expert or further investigation and report by BBB AUTO LINE.

You are required to use the BBB AUTO LINE program before asserting in court any presumption set forth in California Civil Code Section 1793.22, and before pursuing any legal remedy under 15 U.S.C. 2310(d) with respect to the New Vehicle Limited Warranty. You are not required to use BBB AUTO LINE before pursuing rights and remedies under any other state or federal law.

California Civil Code Section 1793.2(d) requires that, if Volkswagen or its representative is unable to repair a new motor vehicle to conform to the vehicle's applicable express warranty after a reasonable number of attempts, Volkswagen may be required to replace or repurchase the vehicle. California Civil Code Section 1793.22(b) creates a presumption that Volkswagen has had a reasonable number of attempts to conform the vehicle to its applicable express warranties if, within 18 months from delivery to the buyer or 18,000 miles on the vehicle's odometer, whichever occurs first, one or more of the following occurs:

- The same nonconformity (a failure to conform to the written warranty that substantially impairs the use, value, or safety of the vehicle) results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven AND the nonconformity has been subject to repair two or more times by Volkswagen or its agents AND the buyer or lessee has directly notified Volkswagen of the need for the repair of the nonconformity; OR
- The same nonconformity has been subject to repair 4 or more times by Volkswagen or its agents AND the buyer has notified Volkswagen of the need for the repair of the nonconformity; OR
- The vehicle is out of service by reason of the repair of non-conformities by Volkswagen or its agents for a cumulative total of more than 30 calendar days after delivery of the vehicle to the buyer.

NOTICE TO VOLKSWAGEN AS REQUIRED ABOVE SHALL BE SENT TO THE FOLLOWING ADDRESS:

**Volkswagen Group of America, Inc.  
Customer Resolution & Retention  
3800 Hamlin Road  
Auburn Hills, MI 48326**

The following remedies may be sought in BBB AUTO LINE: repairs, reimbursement for money paid to repair a vehicle or other expenses incurred as a result of a vehicle nonconformity, repurchase or replacement of your vehicle, and compensation for damages and remedies available under Volkswagen's written warranty or applicable law.

The following remedies may not be sought in BBB AUTO LINE: punitive or multiple damages, attorney fees, or consequential damages other than as provided in California Civil Code Section 1794(a) and (b).

You may reject the decision issued by a BBB AUTO LINE arbitrator. If you reject the decision, you will be free to pursue further legal action. The arbitrator's decision and any findings will be admissible in a court action.

If you accept the arbitrator's decision, Volkswagen will be bound by the decision, and will comply with the decision within a reasonable time not to exceed 30 days after we receive notice of your acceptance of the decision.

Please call BBB AUTO LINE for further details about the program. ◀

## Service Publications

### Volkswagen Technical Literature Ordering Center

#### Updated service information you can obtain

Volkswagen monitors product performance in the field and regularly sends dealers the latest service information about Volkswagen vehicles. Now "you too", can obtain the latest service information. Your Volkswagen dealer or a qualified technician may have to determine if a specific item of service information applies to your vehicle. You can order Volkswagen Owner's Literature 24 hours / 7 days a week on the Internet from the Volkswagen Technical Literature Ordering Center link at:

**literature.vw.com**

**or by calling our toll-free number**

Tel.: 1 (800) 544-8021



#### What you will also find on the website

- Owner's Manuals
- Owner's Manuals Inserts and Supplements
- Warranty and Maintenance Manuals
- Sound System and Navigation Manuals



## Tire manufacturers

### List of tire manufacturers for new Volkswagen vehicles

The Magnuson-Moss Warranty Federal Trade Commission Improvement Act of 1975 and regulations issued pursuant to the act require that a tire warranty pamphlet be placed in every new vehicle prior to sale.

To assist you in obtaining the related warranty information, the following list of tire manufacturers and addresses is being provided.

#### Tire manufacturers

##### **Bridgestone/Firestone Inc.**

1 Bridgestone Park  
Nashville, TN 37214  
Tel.: 1 (800) 356-4644

##### **Continental General**

1800 Continental Blvd.  
Charlotte, NC 28273  
Tel.: 1 (800) 847-3349

##### **Dunlop Tire Corp.**

1144 East Market Street  
Akron, OH 44316  
Tel.: 1 (800) 548-4714

##### **Falken Corporate Headquarters**

8656 Haven Avenue  
Rancho Cucamonga, CA 91730  
Tel.: 1 (800) 723 2553

##### **GITI Tire (USA), Ltd.**

**Technical Service Department**  
10404 Sixth Street  
Rancho Cucamonga, CA 91730  
Tel.: 1 (909) 980 0968

##### **Goodyear Tire & Rubber Co.**

1144 East Market Street  
Akron, OH 44316  
Tel.: 1 (800) 321-2136

##### **Hankook Tires Corporate Headquarters**

1450 Valley Road  
Wayne, NJ 07470  
Tel.: 1 (877) 740-7000

##### **Kumho Tire**

133 Peachtree Street  
Atlanta, GA 30303  
Tel.: 1-800-445-8646

##### **Maxxis International - U.S.A.**

480 Old Peachtree Road  
Suwanee, GA 30024  
Tel.: 1 866 509 7067

##### **Michelin Tire Corp.**

P.O. Box 19001  
Greenville, SC 29602-9001  
Tel.: 1 (800) 847-3435

##### **Pirelli Tires North America**

300 George Street, 5th Floor  
New Haven, CT 06511  
Tel.: 1 (800) 747-3554

##### **Uniroyal Goodrich Tire Co.**

P.O. Box 19001  
Greenville, SC 29602-9001  
Tel.: 1 (800) 521-9796



## Maintenance

### Odometer replacement dealer stamp

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Federal law requires that a label be affixed to the left door frame when the replacement odometer does not indicate the actual vehicle mileage after repair or replacement.

Genuine Volkswagen replacement odometers are supplied with a label

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#### Odometer Replacement

\_\_\_\_\_  
Month      Day      Year

(to be filled in by Volkswagen Dealer)

\_\_\_\_\_  
Stamp of Volkswagen Dealer

\_\_\_\_\_  
At mileage

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## Service information

### Dealer service

There are approximately 645 Volkswagen dealers in the United States. They have Volkswagen trained technicians, proper workshop equipment and parts to give you expert service.

Volkswagen dealers are committed to quality service.

- Your Volkswagen dealer offers many services for your convenience, such as extended service hours, early bird service, body repairs, to name just a few. Ask about them.
- Arrange your service with your dealer when it is convenient for you.
- Ask your Service consultant about the service you need and discuss the cost involved.
- Leave word where you can be reached during the day and when you would like to pick your car up.
- Keep all receipts of maintenance and repairs performed. Your service record is important when making use of your warranty.
- Maintenance services performed by your Volkswagen dealer at the intervals specified, will also be documented in this booklet.
- Automobile technology changes continuously. Your Volkswagen dealer always has the most current Service and Maintenance information for your Volkswagen model. It is possible that this information may differ from the check points listed in this booklet. Your Volkswagen Service consultant can answer any questions you may have.

### Do-it-yourself service

Your Owner's Manual contains many helpful hints on what you can service yourself.

- You can check tires for wear or damage and correct tire pressure, including the spare.
- You can check the windshield washer container.
- You can check your car's interior and exterior lighting system for correct functioning.
- You can check the engine oil level with every fuel filling.
- You can perform these simple checks once a week. They save time, trouble and expense later.

Your technician will not check the above mentioned items in each case during regular service and maintenance visits.

### Emission control maintenance

- 1 A clean environment is of concern to all of us. Volkswagen has built into your vehicle an efficient emission control system, using Genuine Volkswagen Parts, in conformance with the Federal Clean Air Act in the United States. To help keep our air clean, you can do your part by having your vehicle's maintenance services and all repairs performed in a timely manner.
- 2 **Maintenance, repair or replacement of emission control components may be performed by any qualified automotive service and repair establishment or individual without affecting the Emission Control System Warranty, provided that such repairs are performed to manufacturer's specifications, and that replacement parts are at least equivalent to Genuine Volkswagen Parts in emission performance and durability. Warranty repairs and replacements, however, must be performed by a Volkswagen dealer.**
- 3 If other than Genuine Volkswagen replacement parts are used, the owner should make sure that such parts are warranted by their manufacturer and that they are at least equivalent to Genuine Volkswagen replacement parts in emission performance and durability.

### Why maintenance?

With proper maintenance and care, your Volkswagen model will continue to provide you with a dependable and safe driving experience. This booklet contains Volkswagen's prescribed service intervals as well as other important information you need to know to care for your Volkswagen model properly. **Adherence to the prescribed maintenance services and intervals is necessary to protect your investment and help ensure optimum performance. Failure to follow recommended maintenance services and intervals may result in a denial of your warranty coverage.** Please see the warranty section of this booklet for further details.

Your vehicle is designed to keep maintenance requirements to a minimum. ▶

Today's vehicles are precision engineered machines. They are designed with people's safety in mind, and are equipped with emission control systems to help keep our air clean. However, a certain amount of regular maintenance is still necessary to help assure optimum performance and reliability. A well-maintained vehicle conserves fuel, protects against unwanted emissions, and may prevent a major repair expense at a later date.

Follow the service intervals schedule and itemized list of services for each, and make fluid level and tire pressure checks between the scheduled intervals as recommended in your vehicle Owner's Manual.

The service intervals schedule is based on vehicles operating under normal conditions. In the case of severe conditions, such as extremely low temperatures and/or excessive dust, it is necessary for some services to be performed between the scheduled intervals. This applies particularly to engine oil changes and the cleaning or replacing of the air cleaner filter element.

**Volkswagen dealers are ready to serve you and are committed to quality service.**

Volkswagen recommends .

Volkswagen recommends LongLife engine oil from Volkswagen Genuine Parts®.

## Volkswagen Carefree Maintenance Program

### Volkswagen Carefree Maintenance Program Parameters

**The Carefree Maintenance Program provides, at no charge to you, the first two scheduled maintenance intervals for your vehicle:**

- Volkswagen scheduled maintenance services described in this booklet at **1 year or 10,000 miles, or whichever occurs first from the vehicle's original in-service date** is provided at no charge.
- Volkswagen scheduled maintenance services described in this booklet at **2 years or 20,000 or whichever occurs first from the vehicle's original in-service date** is provided at no charge.

### Additional Services

The maintenance intervals in this booklet are based on normal operating conditions. Under severe operating conditions, it may become necessary to perform additional or more frequent maintenance operations.

Additional services not specified in this booklet, or services suggested by the dealer or performed at the customer's request, are not provided under the Volkswagen Carefree Maintenance Program.

### Where to go for the Volkswagen Carefree Maintenance Program Service

Volkswagen Carefree Maintenance Program service can be honored by any authorized Volkswagen dealer in the United States, including its territories.

The Volkswagen Carefree Maintenance Program service, while traveling in Canada, should be performed by an authorized Volkswagen dealer. If your Volkswagen model is within the United States Volkswagen Carefree Maintenance Program you may be asked to pay for the repair, then upon your return to the United States, please present the invoice to your United States Volkswagen dealer, who will submit a claim on your behalf and obtain reimbursement for you.

### Missed Maintenance Service

Volkswagen recommends that the customer have maintenance services performed at the scheduled time or mileage. However if a maintenance service is missed, it cannot be performed outside the maintenance parameters. Rather, Volkswagen dealers should perform the most appropriate service upon considering the vehicle's age and mileage driven. Reimbursement for the missed service will not be provided.

- Additional services not specified in the maintenance schedule, suggested by the dealer or performed at the customer's request, are not provided under the Volkswagen Carefree Maintenance Program.
- Volkswagen will not reimburse owners for maintenance services performed at independent facilities. <

### When the scheduled Maintenance Period Begins

The scheduled maintenance period begins on the date the vehicle is delivered to either the original purchaser or the original lessee, or if the vehicle is first placed in service as a "demonstrator" or "company" car, on the date such vehicle is first placed in service. The Volkswagen Carefree Maintenance Program is automatically transferred without cost if the ownership of the vehicle changes within the time and mileage parameters. <

### Other Terms

The Volkswagen Carefree Maintenance Program is not eligible for vehicles severely damaged or declared to be a total loss by an insurer or vehicles substantially reassembled from or repaired with parts obtained from another used vehicle (referred to as salvage parts).

The Volkswagen Carefree Maintenance Program is a program providing for scheduled maintenance at no additional cost to the customer, and is not part of the vehicle's Volkswagen New Vehicle Limited Warranty. <



## Service schedule

### Delivery inspection

- Your Volkswagen dealer will fill out the necessary information and stamp this booklet to confirm that the necessary services have been performed.
- Automobile technology changes continuously. Your Volkswagen dealer always has the most current Service and Maintenance information for your Volkswagen model. It is possible that this information may differ from the check points listed in this booklet. Your Volkswagen Service consultant can answer any questions you may have.
- If you are not sure when to bring your car in for service, ask your authorized Volkswagen Service consultant.

#### Delivery Inspection

Before your vehicle is delivered to you, it is inspected according to factory guidelines. The Delivery Inspection was performed on:

**Next Service:**

Date:.....

Miles:.....

(whichever occurs first)

Today's date and Volkswagen Dealer stamp

### Service Intervals

If you are not sure when you should bring your Volkswagen in for service or which services are to be performed on your vehicle, ask your authorized Volkswagen Service consultant.

#### Service intervals in miles<sup>a)</sup>

10,000 miles or one year from vehicle in-service date, whichever occurs first	Minor Maintenance ( <b>Included in the Volkswagen Carefree Maintenance program</b> )
20,000 miles or one year after last service, whichever occurs first	Standard Maintenance ( <b>Included in the Volkswagen Carefree Maintenance program</b> )
30,000 miles or one year after last service, whichever occurs first	Minor Maintenance
40,000 miles or one year after last service, whichever occurs first	Standard Maintenance and <b>Extended Maintenance</b> items
50,000 miles or one year after last service, whichever occurs first	Minor Maintenance

#### Service intervals in miles<sup>a)</sup>

60,000 miles or one year after last service, whichever occurs first	Standard Maintenance
70,000 miles or one year after last service, whichever occurs first	Minor Maintenance
80,000 miles or one year after last service, whichever occurs first	Standard Maintenance and <b>Extended Maintenance</b> items
90,000 miles or one year after last service, whichever occurs first	Minor Maintenance
100,000 miles or one year after last service, whichever occurs first	Standard Maintenance
110,000 miles or one year after last service, whichever occurs first	Minor Maintenance
120,000 miles or one year after last service, whichever occurs first	Standard Maintenance and <b>Extended Maintenance</b> items

Service intervals in miles <sup>a)</sup>	
130,000 miles or one year after last service, whichever occurs first	Minor Maintenance
140,000 miles or one year after last service, whichever occurs first	Standard Maintenance
150,000 miles or one year after last service, whichever occurs first <sup>b)</sup>	Minor Maintenance

- a) The maintenance service schedule of your Volkswagen vehicle is comprised of all listed Service intervals and items: Time-dependent maintenance items, Minor Maintenance Service, Standard Maintenance Service, Extended Maintenance Service, and Additional Maintenance Items.
- b) For questions concerning the maintenance of your Volkswagen vehicle, or for clarification on factory scheduled maintenance beyond the 150,000 mile (225,000 km) service, please contact an authorized Volkswagen Service consultant.

### Time-dependent maintenance items

Service Interval by time (and mileage where applicable)	Maintenance Item
3 years from the vehicle's original in-service date then every 2 years after, regardless of mileage.	Brake fluid: change
Every 3 years regardless of miles driven	AWD Clutch - Change fluid <sup>a)</sup>
	Front Axle Differential Lock - Change fluid <sup>a)</sup>

a) if equipped

### Minor Maintenance Service

Service at 10,000 miles or one year from vehicle's original in-service date, whichever occurs first:

(Included in the Volkswagen Carefree Maintenance program)

- Brake pads (**front and rear**) : Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs
- Engine: Change oil and replace filter
- Service interval display: Reset

### Standard Maintenance Service includes all Minor Maintenance items

Service at 20,000 miles or one year after last service, whichever occurs first:

(Included in the Volkswagen Carefree Maintenance program)

- Battery: Check with battery tester (**and auxiliary battery if equipped**)
- Brake fluid: Check level
- Brake pads (**front and rear**) : Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs
- Brake system and shock absorbers: Check for leaks and damage

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- Cooling system: Check level and freeze protection
- Engine: Change oil and replace filter
- Engine and engine compartment components **(from above)**: Check for leaks and damage
- Engine and engine compartment components **(from below)**: Check related components including transmission, final drive, and drive axle boots for leaks and damage
- Exterior lighting: Check function of front and rear lights, headlights **(adjust if necessary)**, automatic headlights **(if equipped)**, turn signals, cornering lights, and hazard warning lights
- Headlight washing system: Check function **(if equipped)**
- Horn: Check function
- Removable Trailer Hitch - Check function and inspect for damage **(Tiguan and Atlas only - if equipped)**
- Service interval display: Reset
- Test drive: Check braking, kickdown, steering, electrical, heating/ventilation systems, air conditioning, handling, and parking brake
- Tire pressure: Check
- Tire pressure monitoring system: Calibrate to correct tire pressure settings
- Tire repair kit: Check for damage and prior use
- Tires: Check condition and wear pattern. Record tread depth
- Windshield wiper/washer system: Check for damage, function, and adjust spray nozzle if necessary, fluid level, and freeze protection.
- Wiper blades: Bring into service position, check for damage, and check park position
- Interior lighting: Check function of overhead lights, glove box lights, cigarette lighter/power outlets, luggage compartment, and all warning lights
- Ribbed belt: Check condition
- Sunroof: Check function and clean then lubricate guide rails with VW approved lubricant **(if equipped)**
- Suspension and steering: Check ball joints, wheel bearings, drive axles, coupling rods, tie rod ends, and stabilizer bar rubber bushings for damage and excessive play
- Underbody: Check underbody protection, underbody trim panels, wire routing and plugs for damage
- Windshield: Check for damage

### Additional Maintenance Items

**Every 20,000 miles (30,000 kilometers) or 2 years, whichever occurs first:**

- Sunroof Drains, Front and rear - Check for blockage, clean if necessary

**Perform at every 40,000 miles (60,000 kilometers) or 2 years, whichever occurs first:**

- Dust and pollen filter: Replace

**Perform at every 40,000 miles (60,000 kilometers) or 4 years, whichever occurs first:**

- Spark plugs: Replace **(Except Atlas, Atlas Cross Sport, Golf 1.4L, GTI, Jetta 1.4L, Jetta GLI, and Tiguan)**

**Perform at every 60,000 miles (90,000 kilometers) or 6 years, whichever occurs first:**

- Air filter element: Replace element. Clean screen and housing

**Perform at every 80,000 miles (120,000 kilometers):**

- Transmission, automatic: Change fluid and filter **(only non-DSG Automatic Transmission)**
- Transmission, 7-Speed DSG Automatic Transmission - Change fluid **(Only Jetta GLI, Golf GTI and Golf R)**

**Every 80,000 miles (120,000 kilometers) or 6 years whichever occurs first:**

### Extended Maintenance Service

**Perform Standard Maintenance items**

**Service at 40,000 miles or one year after last service, whichever occurs first:**

- Body interior and exterior: Check for corrosion
- Coil Springs and rubber buffer **(front and rear)**: Inspect for damage
- Exhaust system: Check for leaks, damage and secure fittings

- Spark Plugs - Replace (**Only Atlas, Atlas Cross Sport, Golf 1.4L, GTI, Jetta 1.4L, Jetta GLI, and Tiguan**) <

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## Record of maintenance services

### Service record

The Volkswagen Dealer stamp in the boxes below is your record of each maintenance service performed.

<p><b>10,000 miles (15,000 km) maintenance service performed by:</b> Volkswagen Dealer Stamp:</p>    <p>Date:</p>	<p><b>20,000 miles (30,000 km) maintenance service performed by:</b> Volkswagen Dealer Stamp:</p>    <p>Date:</p>	<p><b>30,000 miles (45,000 km) maintenance service performed by:</b> Volkswagen Dealer Stamp:</p>    <p>Date:</p>
Miles (kilometers):	Miles (kilometers):	Miles (kilometers):
<p><b>40,000 miles (60,000 km) maintenance service performed by:</b> Volkswagen Dealer Stamp:</p>    <p>Date:</p>	<p><b>50,000 miles (75,000 km) maintenance service performed by:</b> Volkswagen Dealer Stamp:</p>    <p>Date:</p>	<p><b>60,000 miles (90,000 km) maintenance service performed by:</b> Volkswagen Dealer Stamp:</p>    <p>Date:</p>
Miles (kilometers):	Miles (kilometers):	Miles (kilometers):
<p><b>70,000 miles (105,000 km) maintenance service performed by:</b> Volkswagen Dealer Stamp:</p>    <p>Date:</p>	<p><b>80,000 miles (120,000 km) maintenance service performed by:</b> Volkswagen Dealer Stamp:</p>    <p>Date:</p>	<p><b>90,000 miles (135,000 km) maintenance service performed by:</b> Volkswagen Dealer Stamp:</p>    <p>Date:</p>
Miles (kilometers):	Miles (kilometers):	Miles (kilometers):

<p><b>100,000 miles (150,000 km) maintenance service performed by:</b> Volkswagen Dealer Stamp:</p> <p>Date:</p>	<p><b>110,000 miles (165,000 km) maintenance service performed by:</b> Volkswagen Dealer Stamp:</p> <p>Date:</p>	<p><b>120,000 miles (180,000 km) maintenance service performed by:</b> Volkswagen Dealer Stamp:</p> <p>Date:</p>
<p>Miles (kilometers):</p>	<p>Miles (kilometers):</p>	<p>Miles (kilometers):</p>
<p><b>130,000 miles (195,000 km) maintenance service performed by:</b> Volkswagen Dealer Stamp:</p> <p>Date:</p>	<p><b>140,000 miles (210,000 km) maintenance service performed by:</b> Volkswagen Dealer Stamp:</p> <p>Date:</p>	<p><b>150,000 miles (225,000 km) maintenance service performed by:</b> Volkswagen Dealer Stamp:</p> <p>Date:</p>
<p>Miles (kilometers):</p>	<p>Miles (kilometers):</p>	<p>Miles (kilometers):</p>



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**Brake fluid replacement**

- The brake fluid must be replaced after 3 years of use, from the vehicles original in-service date, regardless of mileage, then every 2 years thereafter, regardless of mileage.

**Brake fluid replacement record**

<b>Today's Date:</b> Volkswagen Dealer Stamp:	<b>Today's Date:</b> Volkswagen Dealer Stamp:	<b>Today's Date:</b> Volkswagen Dealer Stamp:
Next Brake Fluid Replacement (Date) :	Next Brake Fluid Replacement (Date) :	Next Brake Fluid Replacement (Date) :
Miles (kilometers):	Miles (kilometers):	Miles (kilometers):
<b>Today's Date:</b> Volkswagen Dealer Stamp:	<b>Today's Date:</b> Volkswagen Dealer Stamp:	<b>Today's Date:</b> Volkswagen Dealer Stamp:
Next Brake Fluid Replacement (Date) :	Next Brake Fluid Replacement (Date) :	Next Brake Fluid Replacement (Date) :
Miles (kilometers):	Miles (kilometers):	Miles (kilometers):
<b>Today's Date:</b> Volkswagen Dealer Stamp:	<b>Today's Date:</b> Volkswagen Dealer Stamp:	<b>Today's Date:</b> Volkswagen Dealer Stamp:
Next Brake Fluid Replacement (Date) :	Next Brake Fluid Replacement (Date) :	Next Brake Fluid Replacement (Date) :
Miles (kilometers):	Miles (kilometers):	Miles (kilometers):



### Airbag Replacement

The airbag system can be deployed only once. After an airbag has inflated it must be replaced. The proper replacement of airbags will be entered into the record by your Volkswagen Dealer.

<b>Front Airbag</b>	
<input type="checkbox"/> left	<input type="checkbox"/> right
<b>Side Airbag</b>	
<b>left</b>	<b>right</b>
<input type="checkbox"/> front	<input type="checkbox"/> front
<input type="checkbox"/> rear	<input type="checkbox"/> rear
<b>SIDEGUARD</b>	
<input type="checkbox"/> left	<input type="checkbox"/> right
<b>Knee Airbag (where applicable)</b>	
<input type="checkbox"/> left	<input type="checkbox"/> right
<div style="border: 1px solid black; height: 100px; margin: 10px auto; width: 80%;"></div> <p>Volkswagen Dealer Stamp</p>	
Module replaced: _____	
Date: _____	
Next replacement: _____	
Date: _____	

### Airbag Replacement

The airbag system can be deployed only once. After an airbag has inflated it must be replaced. The proper replacement of airbags will be entered into the record by your Volkswagen Dealer.

<b>Front Airbag</b>	
<input type="checkbox"/> left	<input type="checkbox"/> right
<b>Side Airbag</b>	
<b>left</b>	<b>right</b>
<input type="checkbox"/> front	<input type="checkbox"/> front
<input type="checkbox"/> rear	<input type="checkbox"/> rear
<b>SIDEGUARD</b>	
<input type="checkbox"/> left	<input type="checkbox"/> right
<b>Knee Airbag (where applicable)</b>	
<input type="checkbox"/> left	<input type="checkbox"/> right
<div style="border: 1px solid black; height: 100px; margin: 10px auto; width: 80%;"></div> <p>Volkswagen Dealer Stamp</p>	
Module replaced: _____	
Date: _____	
Next replacement: _____	
Date: _____	

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# EXHIBIT E

# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 10K Maintenance

##### Minor Maintenance

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Engine - Change oil and replace oil filter

Service interval display - Reset

#### Time Based Services

##### Air filter element and snow screen: Replace element and clean screen and housing (if applicable)

Every 6 years or every 60,000 miles, whichever comes first

##### All wheel drive clutch: Change oil (if applicable)

Every 3 years

##### Brake fluid and clutch unit: Replace fluid

3 years after initial registration then every 2 years, regardless of mileage

# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 20K Maintenance



#### Standard Maintenance

Battery - Check with battery tester (and auxiliary batter if equipped)

Brake fluid Check level

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Cooling System - Check level and freeze protection

Engine - Change oil and replace oil filter

Engine and engine compartment components - Check (from above) for leaks and damage

Engine and engine compartment components - Check (from below) related components including transmission, final drive, and drive axle boots for leaks and damage

Exterior Lighting - Check function of front and rear lights, headlights (adjust if necessary), automatic headlights (if equipped), turn signals, cornering lights, and hazard warning lights

Headlight washing system - Check function (if equipped)

Horn - Check function

Removable Trailer Hitch - Check function and inspect for damage

Service interval display - Reset

Test Drive - Check braking, kick down, steering, electrical, heating/ventilation systems, air conditioning, handling, and parking brake

Tire Pressure Monitoring System - Calibrate to correct tire pressure settings

Tire Pressure - Check LF\_\_\_ RF\_\_\_ LR\_\_\_ RR\_\_\_ Spare\_\_\_

Tire Repair Kit - Check or damage and prior use

Tires - Check condition and wear pattern. Record tread depth

Windshield Wiper/Washer System - Check for damage, function and adjust spray nozzle if necessary, fluid level, and freeze protection

Wiper Blades - Bring into service position, check for damage, and check park position

#### Time Based Services

**Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

---

**All wheel drive clutch: Change oil (if applicable)**

Every 3 years

---

**Brake fluid and clutch unit: Replace fluid**

3 years after initial registration then every 2 years, regardless of mileage

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# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 30K Maintenance

##### Minor Maintenance

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Engine - Change oil and replace oil filter

Service interval display - Reset

#### Time Based Services

##### **Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

##### **All wheel drive clutch: Change oil (if applicable)**

Every 3 years

##### **Brake fluid and clutch unit: Replace fluid**

3 years after initial registration then every 2 years, regardless of mileage

# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 40K Maintenance

##### Standard Maintenance

Battery - Check with battery tester (and auxiliary batter if equipped)

Brake fluid Check level

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Cooling System - Check level and freeze protection

Engine - Change oil and replace oil filter

Engine and engine compartment components - Check (from above) for leaks and damage

Engine and engine compartment components - Check (from below) related components including transmission, final drive, and drive axle boots for leaks and damage

Exterior Lighting - Check function of front and rear lights, headlights (adjust if necessary), automatic headlights (if equipped), turn signals, cornering lights, and hazard warning lights

Headlight washing system - Check function (if equipped)

Horn - Check function

Removable Trailer Hitch - Check function and inspect for damage

Service interval display - Reset

Test Drive - Check braking, kick down, steering, electrical, heating/ventilation systems, air conditioning, handling, and parking brake

Tire Pressure Monitoring System - Calibrate to correct tire pressure settings

Tire Pressure - Check LF\_\_\_ RF\_\_\_ LR\_\_\_ RR\_\_\_ Spare\_\_\_

Tire Repair Kit - Check or damage and prior use

Tires - Check condition and wear pattern. Record tread depth

Windshield Wiper/Washer System - Check for damage, function and adjust spray nozzle if necessary, fluid level, and freeze protection

Wiper Blades - Bring into service position, check for damage, and check park position

##### Extended Service

Body Interior and Exterior - Check for corrosion

Brake system - Check for leaks and damage

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Coil Springs and shock absorbers (front and rear) - Inspect for damage

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Exhaust System - Check for leaks, damage and secure fittings

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Hood Latch - Lubricate (Except Passat, golf, Beetle, and Jetta)

---

Interior Lighting - Checking function of overhead lights, glove box lights, cigarette lighter/power outlets, luggage compartment, and all warning lights

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Ribbed Belt - Check condition

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Sunroof panoramic tilting/sliding - Check function (if equipped)

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Sunroof, non-panoramic sliding - Check function and clean then lubricate guide rails with VW approved lubricate (if equipped)

---

Suspension and steering - Check ball joints, wheel bearings, drive axles, coupling rods, tie rod ends, and stabilizer bar rubber bushing for damage and excessive play

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Underbody - Check underbody protection, underbody trim panels, wire routing, and plugs for damage

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Windshield - Check for damage

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**Dust and pollen filter: Replace (if applicable)**

Every 40,000 miles or 2 years, whichever occurs first

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**Panoramic Sliding/Tilting Sunroof**

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-For gray grease, the guide rails must be cleaned and greased, and the wind deflector must also be cleaned (if equipped).

---

-For colorless grease, only perform a functional check while listening for unusual noises (if equipped).

---

-Perform at 40,000 miles or first 3 years of use then every 40,000 miles or 2 years thereafter, whichever occurs first

---

**Time Based Services**

---

**Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

---

**All wheel drive clutch: Change oil (if applicable)**

Every 3 years

---

**Brake fluid and clutch unit: Replace fluid**

3 years after initial registration then every 2 years, regardless of mileage

---

# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 50K Maintenance

##### Minor Maintenance

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Engine - Change oil and replace oil filter

Service interval display - Reset

#### Time Based Services

##### **Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

##### **All wheel drive clutch: Change oil (if applicable)**

Every 3 years

##### **Brake fluid and clutch unit: Replace fluid**

3 years after initial registration then every 2 years, regardless of mileage



# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 60K Maintenance



#### Standard Maintenance

Battery - Check with battery tester (and auxiliary batter if equipped)

Brake fluid Check level

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Cooling System - Check level and freeze protection

Engine - Change oil and replace oil filter

Engine and engine compartment components - Check (from above) for leaks and damage

Engine and engine compartment components - Check (from below) related components including transmission, final drive, and drive axle boots for leaks and damage

Exterior Lighting - Check function of front and rear lights, headlights (adjust if necessary), automatic headlights (if equipped), turn signals, cornering lights, and hazard warning lights

Headlight washing system - Check function (if equipped)

Horn - Check function

Removable Trailer Hitch - Check function and inspect for damage

Service interval display - Reset

Test Drive - Check braking, kick down, steering, electrical, heating/ventilation systems, air conditioning, handling, and parking brake

Tire Pressure Monitoring System - Calibrate to correct tire pressure settings

Tire Pressure - Check LF\_\_\_ RF\_\_\_ LR\_\_\_ RR\_\_\_ Spare\_\_\_

Tire Repair Kit - Check or damage and prior use

Tires - Check condition and wear pattern. Record tread depth

Windshield Wiper/Washer System - Check for damage, function and adjust spray nozzle if necessary, fluid level, and freeze protection

Wiper Blades - Bring into service position, check for damage, and check park position

#### **Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

**Spark plugs: Replace**

Every 60k miles or 6 years, whichever occurs first

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**Time Based Services**

---

**Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

---

**All wheel drive clutch: Change oil (if applicable)**

Every 3 years

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**Brake fluid and clutch unit: Replace fluid**

3 years after initial registration then every 2 years, regardless of mileage

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# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 70K Maintenance

##### Minor Maintenance

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Engine - Change oil and replace oil filter

Service interval display - Reset

#### Time Based Services

##### **Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

##### **All wheel drive clutch: Change oil (if applicable)**

Every 3 years

##### **Brake fluid and clutch unit: Replace fluid**

3 years after initial registration then every 2 years, regardless of mileage

# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 80K Maintenance

##### Standard Maintenance

Battery - Check with battery tester (and auxiliary batter if equipped)

Brake fluid Check level

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Cooling System - Check level and freeze protection

Engine - Change oil and replace oil filter

Engine and engine compartment components - Check (from above) for leaks and damage

Engine and engine compartment components - Check (from below) related components including transmission, final drive, and drive axle boots for leaks and damage

Exterior Lighting - Check function of front and rear lights, headlights (adjust if necessary), automatic headlights (if equipped), turn signals, cornering lights, and hazard warning lights

Headlight washing system - Check function (if equipped)

Horn - Check function

Removable Trailer Hitch - Check function and inspect for damage

Service interval display - Reset

Test Drive - Check braking, kick down, steering, electrical, heating/ventilation systems, air conditioning, handling, and parking brake

Tire Pressure Monitoring System - Calibrate to correct tire pressure settings

Tire Pressure - Check LF\_\_\_ RF\_\_\_ LR\_\_\_ RR\_\_\_ Spare\_\_\_

Tire Repair Kit - Check or damage and prior use

Tires - Check condition and wear pattern. Record tread depth

Windshield Wiper/Washer System - Check for damage, function and adjust spray nozzle if necessary, fluid level, and freeze protection

Wiper Blades - Bring into service position, check for damage, and check park position

##### Extended Service

Body Interior and Exterior - Check for corrosion

Brake system - Check for leaks and damage

---

Coil Springs and shock absorbers (front and rear) - Inspect for damage

---

Exhaust System - Check for leaks, damage and secure fittings

---

Hood Latch - Lubricate (Except Passat, golf, Beetle, and Jetta)

---

Interior Lighting - Checking function of overhead lights, glove box lights, cigarette lighter/power outlets, luggage compartment, and all warning lights

---

Ribbed Belt - Check condition

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Sunroof panoramic tilting/sliding - Check function (if equipped)

---

Sunroof, non-panoramic sliding - Check function and clean then lubricate guide rails with VW approved lubricate (if equipped)

---

Suspension and steering - Check ball joints, wheel bearings, drive axles, coupling rods, tie rod ends, and stabilizer bar rubber bushing for damage and excessive play

---

Underbody - Check underbody protection, underbody trim panels, wire routing, and plugs for damage

---

Windshield - Check for damage

---

**Dust and pollen filter: Replace (if applicable)**

Every 40,000 miles or 2 years, whichever occurs first

---



**Panoramic Sliding/Tilting Sunroof**

---

-For gray grease, the guide rails must be cleaned and greased, and the wind deflector must also be cleaned (if equipped).

---

-For colorless grease, only perform a functional check while listening for unusual noises (if equipped).

---

-Perform at 40,000 miles or first 3 years of use then every 40,000 miles or 2 years thereafter, whichever occurs first

---

**Transmission, Automatic (non-DSG Automatic Transmission): Change Fluid**

Every 80,000 miles

---

**Time Based Services**

---

**Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

---

**All wheel drive clutch: Change oil (if applicable)**

Every 3 years

---

**Brake fluid and clutch unit: Replace fluid**

3 years after initial registration then every 2 years, regardless of mileage

---

# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 90K Maintenance

##### Minor Maintenance

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Engine - Change oil and replace oil filter

Service interval display - Reset

#### Time Based Services

##### Air filter element and snow screen: Replace element and clean screen and housing (if applicable)

Every 6 years or every 60,000 miles, whichever comes first

##### All wheel drive clutch: Change oil (if applicable)

Every 3 years

##### Brake fluid and clutch unit: Replace fluid

3 years after initial registration then every 2 years, regardless of mileage

# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 100K Maintenance



#### Standard Maintenance

Battery - Check with battery tester (and auxiliary batter if equipped)

Brake fluid Check level

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Cooling System - Check level and freeze protection

Engine - Change oil and replace oil filter

Engine and engine compartment components - Check (from above) for leaks and damage

Engine and engine compartment components - Check (from below) related components including transmission, final drive, and drive axle boots for leaks and damage

Exterior Lighting - Check function of front and rear lights, headlights (adjust if necessary), automatic headlights (if equipped), turn signals, cornering lights, and hazard warning lights

Headlight washing system - Check function (if equipped)

Horn - Check function

Removable Trailer Hitch - Check function and inspect for damage

Service interval display - Reset

Test Drive - Check braking, kick down, steering, electrical, heating/ventilation systems, air conditioning, handling, and parking brake

Tire Pressure Monitoring System - Calibrate to correct tire pressure settings

Tire Pressure - Check LF\_\_\_ RF\_\_\_ LR\_\_\_ RR\_\_\_ Spare\_\_\_

Tire Repair Kit - Check or damage and prior use

Tires - Check condition and wear pattern. Record tread depth

Windshield Wiper/Washer System - Check for damage, function and adjust spray nozzle if necessary, fluid level, and freeze protection

Wiper Blades - Bring into service position, check for damage, and check park position

#### Time Based Services

**Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

---

**All wheel drive clutch: Change oil (if applicable)**

Every 3 years

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**Brake fluid and clutch unit: Replace fluid**

3 years after initial registration then every 2 years, regardless of mileage

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# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 110K Maintenance

##### Minor Maintenance

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Engine - Change oil and replace oil filter

Service interval display - Reset

#### Time Based Services

##### Air filter element and snow screen: Replace element and clean screen and housing (if applicable)

Every 6 years or every 60,000 miles, whichever comes first

##### All wheel drive clutch: Change oil (if applicable)

Every 3 years

##### Brake fluid and clutch unit: Replace fluid

3 years after initial registration then every 2 years, regardless of mileage

# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 120K Maintenance

##### Standard Maintenance

Battery - Check with battery tester (and auxiliary batter if equipped)

Brake fluid Check level

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Cooling System - Check level and freeze protection

Engine - Change oil and replace oil filter

Engine and engine compartment components - Check (from above) for leaks and damage

Engine and engine compartment components - Check (from below) related components including transmission, final drive, and drive axle boots for leaks and damage

Exterior Lighting - Check function of front and rear lights, headlights (adjust if necessary), automatic headlights (if equipped), turn signals, cornering lights, and hazard warning lights

Headlight washing system - Check function (if equipped)

Horn - Check function

Removable Trailer Hitch - Check function and inspect for damage

Service interval display - Reset

Test Drive - Check braking, kick down, steering, electrical, heating/ventilation systems, air conditioning, handling, and parking brake

Tire Pressure Monitoring System - Calibrate to correct tire pressure settings

Tire Pressure - Check LF\_\_\_ RF\_\_\_ LR\_\_\_ RR\_\_\_ Spare\_\_\_

Tire Repair Kit - Check or damage and prior use

Tires - Check condition and wear pattern. Record tread depth

Windshield Wiper/Washer System - Check for damage, function and adjust spray nozzle if necessary, fluid level, and freeze protection

Wiper Blades - Bring into service position, check for damage, and check park position

##### Extended Service

Body Interior and Exterior - Check for corrosion

Brake system - Check for leaks and damage

---

Coil Springs and shock absorbers (front and rear) - Inspect for damage

---

Exhaust System - Check for leaks, damage and secure fittings

---

Hood Latch - Lubricate (Except Passat, golf, Beetle, and Jetta)

---

Interior Lighting - Checking function of overhead lights, glove box lights, cigarette lighter/power outlets, luggage compartment, and all warning lights

---

Ribbed Belt - Check condition

---

Sunroof panoramic tilting/sliding - Check function (if equipped)

---

Sunroof, non-panoramic sliding - Check function and clean then lubricate guide rails with VW approved lubricate (if equipped)

---

Suspension and steering - Check ball joints, wheel bearings, drive axles, coupling rods, tie rod ends, and stabilizer bar rubber bushing for damage and excessive play

---

Underbody - Check underbody protection, underbody trim panels, wire routing, and plugs for damage

---

Windshield - Check for damage

---

**Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

---

**Dust and pollen filter: Replace (if applicable)**

Every 40,000 miles or 2 years, whichever occurs first

---



**Panoramic Sliding/Tilting Sunroof**

---

-For gray grease, the guide rails must be cleaned and greased, and the wind deflector must also be cleaned (if equipped).

---

-For colorless grease, only perform a functional check while listening for unusual noises (if equipped).

---

-Perform at 40,000 miles or first 3 years of use then every 40,000 miles or 2 years thereafter, whichever occurs first

---

**Spark plugs: Replace**

Every 60k miles or 6 years, whichever occurs first

---

**Time Based Services**

---

**Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

---

**All wheel drive clutch: Change oil (if applicable)**

Every 3 years

---

**Brake fluid and clutch unit: Replace fluid**

3 years after initial registration then every 2 years, regardless of mileage

---

# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 130K Maintenance

##### Minor Maintenance

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Engine - Change oil and replace oil filter

Service interval display - Reset

#### Time Based Services

##### Air filter element and snow screen: Replace element and clean screen and housing (if applicable)

Every 6 years or every 60,000 miles, whichever comes first

##### All wheel drive clutch: Change oil (if applicable)

Every 3 years

##### Brake fluid and clutch unit: Replace fluid

3 years after initial registration then every 2 years, regardless of mileage

# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 140K Maintenance

##### Standard Maintenance

Battery - Check with battery tester (and auxiliary batter if equipped)

Brake fluid Check level

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Cooling System - Check level and freeze protection

Engine - Change oil and replace oil filter

Engine and engine compartment components - Check (from above) for leaks and damage

Engine and engine compartment components - Check (from below) related components including transmission, final drive, and drive axle boots for leaks and damage

Exterior Lighting - Check function of front and rear lights, headlights (adjust if necessary), automatic headlights (if equipped), turn signals, cornering lights, and hazard warning lights

Headlight washing system - Check function (if equipped)

Horn - Check function

Removable Trailer Hitch - Check function and inspect for damage

Service interval display - Reset

Test Drive - Check braking, kick down, steering, electrical, heating/ventilation systems, air conditioning, handling, and parking brake

Tire Pressure Monitoring System - Calibrate to correct tire pressure settings

Tire Pressure - Check LF\_\_\_ RF\_\_\_ LR\_\_\_ RR\_\_\_ Spare\_\_\_

Tire Repair Kit - Check or damage and prior use

Tires - Check condition and wear pattern. Record tread depth

Windshield Wiper/Washer System - Check for damage, function and adjust spray nozzle if necessary, fluid level, and freeze protection

Wiper Blades - Bring into service position, check for damage, and check park position

#### Time Based Services

**Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

---

**All wheel drive clutch: Change oil (if applicable)**

Every 3 years

---

**Brake fluid and clutch unit: Replace fluid**

3 years after initial registration then every 2 years, regardless of mileage

---

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# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 150K Maintenance

##### Minor Maintenance

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Engine - Change oil and replace oil filter

Service interval display - Reset

#### Time Based Services

##### Air filter element and snow screen: Replace element and clean screen and housing (if applicable)

Every 6 years or every 60,000 miles, whichever comes first

##### All wheel drive clutch: Change oil (if applicable)

Every 3 years

##### Brake fluid and clutch unit: Replace fluid

3 years after initial registration then every 2 years, regardless of mileage

# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 160K Maintenance

##### Standard Maintenance

Battery - Check with battery tester (and auxiliary batter if equipped)

Brake fluid Check level

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Cooling System - Check level and freeze protection

Engine - Change oil and replace oil filter

Engine and engine compartment components - Check (from above) for leaks and damage

Engine and engine compartment components - Check (from below) related components including transmission, final drive, and drive axle boots for leaks and damage

Exterior Lighting - Check function of front and rear lights, headlights (adjust if necessary), automatic headlights (if equipped), turn signals, cornering lights, and hazard warning lights

Headlight washing system - Check function (if equipped)

Horn - Check function

Removable Trailer Hitch - Check function and inspect for damage

Service interval display - Reset

Test Drive - Check braking, kick down, steering, electrical, heating/ventilation systems, air conditioning, handling, and parking brake

Tire Pressure Monitoring System - Calibrate to correct tire pressure settings

Tire Pressure - Check LF\_\_\_ RF\_\_\_ LR\_\_\_ RR\_\_\_ Spare\_\_\_

Tire Repair Kit - Check or damage and prior use

Tires - Check condition and wear pattern. Record tread depth

Windshield Wiper/Washer System - Check for damage, function and adjust spray nozzle if necessary, fluid level, and freeze protection

Wiper Blades - Bring into service position, check for damage, and check park position

##### Extended Service

Body Interior and Exterior - Check for corrosion



Brake system - Check for leaks and damage

---

Coil Springs and shock absorbers (front and rear) - Inspect for damage

---

Exhaust System - Check for leaks, damage and secure fittings

---

Hood Latch - Lubricate (Except Passat, golf, Beetle, and Jetta)

---

Interior Lighting - Checking function of overhead lights, glove box lights, cigarette lighter/power outlets, luggage compartment, and all warning lights

---

Ribbed Belt - Check condition

---

Sunroof panoramic tilting/sliding - Check function (if equipped)

---

Sunroof, non-panoramic sliding - Check function and clean then lubricate guide rails with VW approved lubricate (if equipped)

---

Suspension and steering - Check ball joints, wheel bearings, drive axles, coupling rods, tie rod ends, and stabilizer bar rubber bushing for damage and excessive play

---

Underbody - Check underbody protection, underbody trim panels, wire routing, and plugs for damage

---

Windshield - Check for damage

---

**Dust and pollen filter: Replace (if applicable)**

Every 40,000 miles or 2 years, whichever occurs first

---



**Panoramic Sliding/Tilting Sunroof**

---

-For gray grease, the guide rails must be cleaned and greased, and the wind deflector must also be cleaned (if equipped).

---

-For colorless grease, only perform a functional check while listening for unusual noises (if equipped).

---

-Perform at 40,000 miles or first 3 years of use then every 40,000 miles or 2 years thereafter, whichever occurs first

---

**Transmission, Automatic (non-DSG Automatic Transmission): Change Fluid**

Every 80,000 miles

---

**Time Based Services**

---

**Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

---

**All wheel drive clutch: Change oil (if applicable)**

Every 3 years

---

**Brake fluid and clutch unit: Replace fluid**

3 years after initial registration then every 2 years, regardless of mileage

---

# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 170K Maintenance

##### Minor Maintenance

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Engine - Change oil and replace oil filter

Service interval display - Reset

#### Time Based Services

##### Air filter element and snow screen: Replace element and clean screen and housing (if applicable)

Every 6 years or every 60,000 miles, whichever comes first

##### All wheel drive clutch: Change oil (if applicable)

Every 3 years

##### Brake fluid and clutch unit: Replace fluid

3 years after initial registration then every 2 years, regardless of mileage

# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 180K Maintenance



#### Standard Maintenance

Battery - Check with battery tester (and auxiliary batter if equipped)

Brake fluid Check level

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Cooling System - Check level and freeze protection

Engine - Change oil and replace oil filter

Engine and engine compartment components - Check (from above) for leaks and damage

Engine and engine compartment components - Check (from below) related components including transmission, final drive, and drive axle boots for leaks and damage

Exterior Lighting - Check function of front and rear lights, headlights (adjust if necessary), automatic headlights (if equipped), turn signals, cornering lights, and hazard warning lights

Headlight washing system - Check function (if equipped)

Horn - Check function

Removable Trailer Hitch - Check function and inspect for damage

Service interval display - Reset

Test Drive - Check braking, kick down, steering, electrical, heating/ventilation systems, air conditioning, handling, and parking brake

Tire Pressure Monitoring System - Calibrate to correct tire pressure settings

Tire Pressure - Check LF\_\_\_ RF\_\_\_ LR\_\_\_ RR\_\_\_ Spare\_\_\_

Tire Repair Kit - Check or damage and prior use

Tires - Check condition and wear pattern. Record tread depth

Windshield Wiper/Washer System - Check for damage, function and adjust spray nozzle if necessary, fluid level, and freeze protection

Wiper Blades - Bring into service position, check for damage, and check park position

#### **Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

**Spark plugs: Replace**

Every 60k miles or 6 years, whichever occurs first

---

**Time Based Services**

---

**Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

---

**All wheel drive clutch: Change oil (if applicable)**

Every 3 years

---

**Brake fluid and clutch unit: Replace fluid**

3 years after initial registration then every 2 years, regardless of mileage

---

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# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 190K Maintenance

##### Minor Maintenance

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Engine - Change oil and replace oil filter

Service interval display - Reset

#### Time Based Services

##### **Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

##### **All wheel drive clutch: Change oil (if applicable)**

Every 3 years

##### **Brake fluid and clutch unit: Replace fluid**

3 years after initial registration then every 2 years, regardless of mileage

# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 200K Maintenance

##### Standard Maintenance

Battery - Check with battery tester (and auxiliary batter if equipped)

Brake fluid Check level

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Cooling System - Check level and freeze protection

Engine - Change oil and replace oil filter

Engine and engine compartment components - Check (from above) for leaks and damage

Engine and engine compartment components - Check (from below) related components including transmission, final drive, and drive axle boots for leaks and damage

Exterior Lighting - Check function of front and rear lights, headlights (adjust if necessary), automatic headlights (if equipped), turn signals, cornering lights, and hazard warning lights

Headlight washing system - Check function (if equipped)

Horn - Check function

Removable Trailer Hitch - Check function and inspect for damage

Service interval display - Reset

Test Drive - Check braking, kick down, steering, electrical, heating/ventilation systems, air conditioning, handling, and parking brake

Tire Pressure Monitoring System - Calibrate to correct tire pressure settings

Tire Pressure - Check LF\_\_\_ RF\_\_\_ LR\_\_\_ RR\_\_\_ Spare\_\_\_

Tire Repair Kit - Check or damage and prior use

Tires - Check condition and wear pattern. Record tread depth

Windshield Wiper/Washer System - Check for damage, function and adjust spray nozzle if necessary, fluid level, and freeze protection

Wiper Blades - Bring into service position, check for damage, and check park position

##### Extended Service

Body Interior and Exterior - Check for corrosion

Brake system - Check for leaks and damage

---

Coil Springs and shock absorbers (front and rear) - Inspect for damage

---

Exhaust System - Check for leaks, damage and secure fittings

---

Hood Latch - Lubricate (Except Passat, golf, Beetle, and Jetta)

---

Interior Lighting - Checking function of overhead lights, glove box lights, cigarette lighter/power outlets, luggage compartment, and all warning lights

---

Ribbed Belt - Check condition

---

Sunroof panoramic tilting/sliding - Check function (if equipped)

---

Sunroof, non-panoramic sliding - Check function and clean then lubricate guide rails with VW approved lubricate (if equipped)

---

Suspension and steering - Check ball joints, wheel bearings, drive axles, coupling rods, tie rod ends, and stabilizer bar rubber bushing for damage and excessive play

---

Underbody - Check underbody protection, underbody trim panels, wire routing, and plugs for damage

---

Windshield - Check for damage

---

**Dust and pollen filter: Replace (if applicable)**

Every 40,000 miles or 2 years, whichever occurs first

---



**Panoramic Sliding/Tilting Sunroof**

---

-For gray grease, the guide rails must be cleaned and greased, and the wind deflector must also be cleaned (if equipped).

---

-For colorless grease, only perform a functional check while listening for unusual noises (if equipped).

---

-Perform at 40,000 miles or first 3 years of use then every 40,000 miles or 2 years thereafter, whichever occurs first

---

**Time Based Services**

---

**Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

---

**All wheel drive clutch: Change oil (if applicable)**

Every 3 years

---

**Brake fluid and clutch unit: Replace fluid**

3 years after initial registration then every 2 years, regardless of mileage

---

# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 210K Maintenance

##### Minor Maintenance

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Engine - Change oil and replace oil filter

Service interval display - Reset

#### Time Based Services

##### Air filter element and snow screen: Replace element and clean screen and housing (if applicable)

Every 6 years or every 60,000 miles, whichever comes first

##### All wheel drive clutch: Change oil (if applicable)

Every 3 years

##### Brake fluid and clutch unit: Replace fluid

3 years after initial registration then every 2 years, regardless of mileage



# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 220K Maintenance

##### Standard Maintenance

Battery - Check with battery tester (and auxiliary batter if equipped)

Brake fluid Check level

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Cooling System - Check level and freeze protection

Engine - Change oil and replace oil filter

Engine and engine compartment components - Check (from above) for leaks and damage

Engine and engine compartment components - Check (from below) related components including transmission, final drive, and drive axle boots for leaks and damage

Exterior Lighting - Check function of front and rear lights, headlights (adjust if necessary), automatic headlights (if equipped), turn signals, cornering lights, and hazard warning lights

Headlight washing system - Check function (if equipped)

Horn - Check function

Removable Trailer Hitch - Check function and inspect for damage

Service interval display - Reset

Test Drive - Check braking, kick down, steering, electrical, heating/ventilation systems, air conditioning, handling, and parking brake

Tire Pressure Monitoring System - Calibrate to correct tire pressure settings

Tire Pressure - Check LF\_\_\_ RF\_\_\_ LR\_\_\_ RR\_\_\_ Spare\_\_\_

Tire Repair Kit - Check or damage and prior use

Tires - Check condition and wear pattern. Record tread depth

Windshield Wiper/Washer System - Check for damage, function and adjust spray nozzle if necessary, fluid level, and freeze protection

Wiper Blades - Bring into service position, check for damage, and check park position

#### Time Based Services

**Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

---

**All wheel drive clutch: Change oil (if applicable)**

Every 3 years

---

**Brake fluid and clutch unit: Replace fluid**

3 years after initial registration then every 2 years, regardless of mileage

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# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 230K Maintenance

##### Minor Maintenance

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Engine - Change oil and replace oil filter

Service interval display - Reset

#### Time Based Services

##### **Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

##### **All wheel drive clutch: Change oil (if applicable)**

Every 3 years

##### **Brake fluid and clutch unit: Replace fluid**

3 years after initial registration then every 2 years, regardless of mileage

# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 240K Maintenance



#### Standard Maintenance

Battery - Check with battery tester (and auxiliary batter if equipped)

Brake fluid Check level

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Cooling System - Check level and freeze protection

Engine - Change oil and replace oil filter

Engine and engine compartment components - Check (from above) for leaks and damage

Engine and engine compartment components - Check (from below) related components including transmission, final drive, and drive axle boots for leaks and damage

Exterior Lighting - Check function of front and rear lights, headlights (adjust if necessary), automatic headlights (if equipped), turn signals, cornering lights, and hazard warning lights

Headlight washing system - Check function (if equipped)

Horn - Check function

Removable Trailer Hitch - Check function and inspect for damage

Service interval display - Reset

Test Drive - Check braking, kick down, steering, electrical, heating/ventilation systems, air conditioning, handling, and parking brake

Tire Pressure Monitoring System - Calibrate to correct tire pressure settings

Tire Pressure - Check LF\_\_\_ RF\_\_\_ LR\_\_\_ RR\_\_\_ Spare\_\_\_

Tire Repair Kit - Check or damage and prior use

Tires - Check condition and wear pattern. Record tread depth

Windshield Wiper/Washer System - Check for damage, function and adjust spray nozzle if necessary, fluid level, and freeze protection

Wiper Blades - Bring into service position, check for damage, and check park position



#### Extended Service

Body Interior and Exterior - Check for corrosion

Brake system - Check for leaks and damage

---

Coil Springs and shock absorbers (front and rear) - Inspect for damage

---

Exhaust System - Check for leaks, damage and secure fittings

---

Hood Latch - Lubricate (Except Passat, golf, Beetle, and Jetta)

---

Interior Lighting - Checking function of overhead lights, glove box lights, cigarette lighter/power outlets, luggage compartment, and all warning lights

---

Ribbed Belt - Check condition

---

Sunroof panoramic tilting/sliding - Check function (if equipped)

---

Sunroof, non-panoramic sliding - Check function and clean then lubricate guide rails with VW approved lubricate (if equipped)

---

Suspension and steering - Check ball joints, wheel bearings, drive axles, coupling rods, tie rod ends, and stabilizer bar rubber bushing for damage and excessive play

---

Underbody - Check underbody protection, underbody trim panels, wire routing, and plugs for damage

---

Windshield - Check for damage

---

**Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

---

**Dust and pollen filter: Replace (if applicable)**

Every 40,000 miles or 2 years, whichever occurs first

---



**Panoramic Sliding/Tilting Sunroof**

---

-For gray grease, the guide rails must be cleaned and greased, and the wind deflector must also be cleaned (if equipped).

---

-For colorless grease, only perform a functional check while listening for unusual noises (if equipped).

---

-Perform at 40,000 miles or first 3 years of use then every 40,000 miles or 2 years thereafter, whichever occurs first

---

**Spark plugs: Replace**

Every 60k miles or 6 years, whichever occurs first

---

**Transmission, Automatic (non-DSG Automatic Transmission): Change Fluid**

Every 80,000 miles

---

**Time Based Services**

---

**Air filter element and snow screen: Replace element and clean screen and housing (if applicable)**

Every 6 years or every 60,000 miles, whichever comes first

---

**All wheel drive clutch: Change oil (if applicable)**

Every 3 years

---

**Brake fluid and clutch unit: Replace fluid**

3 years after initial registration then every 2 years, regardless of mileage

---

# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 250K Maintenance

##### Minor Maintenance

Brake pads - Check thickness and brake disc condition. Look for contact pattern and corrosion of brake discs (front and rear)

Engine - Change oil and replace oil filter

Service interval display - Reset

#### Time Based Services

##### Air filter element and snow screen: Replace element and clean screen and housing (if applicable)

Every 6 years or every 60,000 miles, whichever comes first

##### All wheel drive clutch: Change oil (if applicable)

Every 3 years

##### Brake fluid and clutch unit: Replace fluid

3 years after initial registration then every 2 years, regardless of mileage

# Find your Maintenance Schedule



## VW Maintenance Schedule

2018 3.6L VR6® | 4MOTION® | 8-speed Auto | VIN: 1V2MR2CA3JC543798 | Mileage: 0

### Factory Recommended Maintenance Packages

#### 2018 Atlas 280K Maintenance

##### Extended Service

Body Interior and Exterior - Check for corrosion

Brake system - Check for leaks and damage

Coil Springs and shock absorbers (front and rear) - Inspect for damage

Exhaust System - Check for leaks, damage and secure fittings

Hood Latch - Lubricate (Except Passat, golf, Beetle, and Jetta)

Interior Lighting - Checking function of overhead lights, glove box lights, cigarette lighter/power outlets, luggage compartment, and all warning lights

Ribbed Belt - Check condition

Sunroof panoramic tilting/sliding - Check function (if equipped)

Sunroof, non-panoramic sliding - Check function and clean then lubricate guide rails with VW approved lubricate (if equipped)

Suspension and steering - Check ball joints, wheel bearings, drive axles, coupling rods, tie rod ends, and stabilizer bar rubber bushing for damage and excessive play

Underbody - Check underbody protection, underbody trim panels, wire routing, and plugs for damage

Windshield - Check for damage

##### Time Based Services

###### Air filter element and snow screen: Replace element and clean screen and housing (if applicable)

Every 6 years or every 60,000 miles, whichever comes first

###### All wheel drive clutch: Change oil (if applicable)

Every 3 years

###### Brake fluid and clutch unit: Replace fluid

3 years after initial registration then every 2 years, regardless of mileage

# EXHIBIT F



**On-car analysis list from February 26th, 2019**  
**please contact VW Helpline before attempting repair**

	<b>Models</b>	<b>MY</b>	<b>Engine</b>	<b>Transmission</b>	<b>Topic</b>	<b>Customer Complaint</b>
<b>Powertrain</b>	Jetta	19	All	All	Heat Shield	Customer states noise from heat shield <b>(untouched vehicles)</b>
	Beetle, ATLAS, Tiguan LWB, Passat, Jetta	18-19	All	All	MIL-on P0456	Customer states MIL-on <b>(Must have P0456 and DMTL previously replaced )</b> <b>(untouched vehicles)</b>
	Tiguan LWB	19	All	All	MIL-on P11AD, P11AE, P11AF	Customer states MIL-on <b>(Must have one or all of P11AD, P11AE, P11AF )</b> <b>(untouched vehicles)</b>
<b>Body</b>	ATLAS	18	All	All	2nd Row Seat Noise	Customer states 2nd row seat rattles while driving <b>(ONLY VEHICLES AFTER VIN JC555474)</b> <b>(untouched vehicles)</b>
	Jetta	19	All	All	Front window(s) noisy during operation	Customer states front window(s) noisy during operation <b>(untouched vehicles)</b>
	Tiguan LWB	18-19	All	All	Sunshade Binding	Customer states the sunshade is binding <b>(untouched vehicles)</b>
<b>Chassis</b>	ATLAS	18	All	All	Suspension Noise	Customer states noise from front suspension while driving <b>(vehicles after VIN JC548465)</b> <b>(noise must be from Control Arm area)</b> <b>(untouched vehicles)</b>
	Jetta	19	All	All	Rear Speed Sensor	Customer states MIL-on and/or multiple warning lights <b>(MUST include any of the following faults associated with the rear wheel speed sensor: C101C01, C101D01, C101C11, C101D11, C101C12, C101D12, C101C14, C101D14, C101C29, C101D29, C10E2F0)</b> <b>(untouched vehicles)</b>
	Tiguan LWB	18-19	All	All	Rear Speed Sensor	Customer states MIL-on and/or multiple warning lights <b>(MUST include any of the following faults associated with the rear wheel speed sensor: C101C01, C101D01, C101C11, C101D11, C101C12, C101D12, C101C14, C101D14, C101C29, C101D29, C10E2F0)</b> <b>(untouched vehicles)</b>
<b>Electrical</b>	Passat	19	All	All	Kessy Inoperative	Customer states Kessy inoperative possibly with "Keyless Defective" in MFI <b>(Must have at least one or more of B117213, B117313, B117413 in Kessy Module)</b> <b>(untouched vehicles)</b>
	Jetta, Passat	18	All	All	Airbag Light	Airbag light on with Fault Code B200000 in the Airbag Control Module <b>(untouched vehicles)</b>

# EXHIBIT G

[www.cbsnews.com/news/seat-back-failures-injuries-deaths-auto-safety-experts-demand-nhtsa-action/](http://www.cbsnews.com/news/seat-back-failures-injuries-deaths-auto-safety-experts-demand-nhtsa-action/)

## Auto safety experts demand NHTSA action on seatback failures

Megan Towey : 9-11 minutes : 3/9/2016

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### "No excuse": Safety experts say this car defect puts kids in danger



Updated on: March 10, 2016 / 2:44 PM / CBS News

Auto safety experts are demanding action on what they call a [serious safety defect](#). The move comes days after a Texas jury awarded more than a \$124.5 million verdict against one automaker for a problem car companies admit would only cost a couple of dollars to fix.

Crash test videos obtained during the course of our CBS News investigation show how when cars are hit from behind, the front driver and passenger seats of many vehicles can collapse backwards, launching the occupants into the backseat area.

For years, the National Highway Traffic Safety Administration (NHTSA) has told parents the safest place to put children is in the backseat. Cases of apparent seatback failure reviewed by CBS News show, while drivers can also suffer catastrophic injury, children in the backseat are suffering the worst of the injuries, even death.

It happens in an instant.

Eleven-year-old Jesse Rivera Jr. is living with the consequences of a seatback failure. He was sitting behind his father in the backseat of his family's Audi sedan when it was rear-ended in San Antonio, Texas in 2012.

[Experts say in certain crashes, some car seat... 06:24](#)

"We're constantly told to put children in the [back seat](#)," said Jesse Rivera Sr., "but you just don't know that this danger is there."

The driver's seat Jesse Sr. was sitting in broke, launching him head first into his son. Both were taken to the hospital. As the elder Rivera was being treated in the emergency room, his wife, Kathy, told him of their son's condition.

"She said, it's bad. He's got a real bad head injury and...he may not make it through the night," Rivera said, fighting back tears. "So I started praying, I said, 'Please God, don't take my boy.'"

Jesse Jr. then just 7 years old, was left with permanent brain damage, partial paralysis and the loss of some of his eyesight. His younger brother Patrick, sitting behind the unoccupied front seat, was uninjured. Jesse Jr. will need care for the rest of his life.

"There's times when he'll see all the other kids playing and he'll sit there and he watches them and he gets up and walks away with his head down," said Rivera's mother, Kathy.

The family sued Audi.

In a deposition for the case, a company engineer said the car was designed so someone in the backseat would "support the front seat with his knees."

The carmaker's attorney argued the seats were designed to absorb the impact of a collision, even showing a crash test video of the seats collapsing while questioning the EMT who responded to the accident scene. The EMT asked, "So you are saying the seat is supposed to do that?"

"Yes, absolutely. Proudly so. It's absorbing energy," the lawyer responded.

Ultimately the jury ruled in favor of Rivera family finding young Jesse's injuries resulted from Audi's "gross negligence." In making their decision, the jury assigned 55 percent of the responsibility for the accident to the carmaker, 25 percent to the driver that rear-ended the Rivera's and 20 percent on Rivera, Sr. The elder Rivera was not wearing a seat belt and Jesse, Jr. was not in a booster seat at the time of the accident.

In a statement to CBS News, Audi said, "We of course are not pleased with the verdict and we will evaluate the next steps to be taken. It's worth noting that neither the driver nor the injured boy were wearing seat belts nor was the boy seated in a booster seat."

The automaker did not respond to additional questions about its seats.

"I was shocked when I looked at the crash-test videos and observed the way the seats moved. I couldn't believe that they collapse and I couldn't believe that they sold a vehicle when they knew their seats would perform in that manner," said Jeff Wigington of Wigington, Rumley, Dunn and Blair.

Wigington, Fidel Rodriguez, Jr. and Joe Dunn represented the Rivera family in their lawsuit.

"If you're going to defend your product, why wouldn't you bring someone from Germany, a design engineer from Germany to explain why your product is not defective. But they didn't do that," Wigington said.

The jury ruled against Audi even though the seats in question met or exceeded the federal standard for strength. An accident expert hired by CBS News showed us the standard is so low even a banquet chair can pass. In fact, nearly every major American, Japanese and Korean automaker has seen similar cases recently.

Internal documents show carmakers and the NHTSA have known about the potential for seatback collapses for decades.

"Shame on them. My boy wouldn't be hurt if they'd have done their jobs" said an emotional Jesse Rivera, Sr.

[Every day, car crashes kill up to three peopl... 03:07](#)

NHTSA insists it has looked into the issue, but says it is "very challenging" to upgrade the standard because these accidents are "rare." The agency stopped reviewing changes to the standard in 2004.

A small 2008 [study by the Association for the Advancement of Automotive Medicine](#), reviewed by NHTSA, found "a doubling of the injury risk" to children if the seat in front of them "deformed" or suffered some form of a collapse in a rear end collision. Seventy-one percent of the crashes studied involved a car where there were occupants seated in front of children, and "deformation of the front seat back into the child's space was reported in eight percent of cases."

NHTSA staffers argue the scale of the study was too small to build a case for changing the existing standard and also point to [two other](#) studies that question if improving seat strength would reduce injury risk.

Through interviews with lawyers and reviewing court cases, our CBS News investigation has identified more than 100 people nationally who were severely injured or killed in apparent seatback failures since 1989. The majority were children. Seventeen have died in the past 15 years alone.

"My child got turned into a human safety device. An airbag," said Stephanie Collins as she cried. Her 7-year-old daughter Crystal Butler was among the 17 children killed. "She saved my life and it wasn't supposed to be that way."

Improving the seats would not necessarily be expensive. In an earlier seatback failure lawsuit, an engineer being deposed said strengthening them would cost "on the order of a dollar or so."

Still, accident experts interviewed for this CBS News investigation say at least three automakers--Mercedes Benz, BMW, and Volvo -- have strengthened their seats well above the NHTSA standard to guard against seatback failure. As far back as 1992, Mercedes showed 60 Minutes' Ed Bradley their stronger seat design.

The Center for Auto Safety filed a petition with the NHTSA urging the agency to warn parents of the potential danger of a seatback failure and to create a new seatback

standard.

"There's no excuse for NHTSA's inaction on this serious safety defect," Clarence Ditlow, executive director of the Center for Auto Safety, told CBS News Transportation Correspondent Kris Van Cleave.

Despite repeated requests, NHTSA Administrator Mark Rosekind has not agreed to talk to CBS News about the seatback standard and refused to answer questions when Cleave caught up with him after he testified before Congress last October.

Safety experts advise parents to put their children in the backseat, behind unoccupied seats. If both front seats are occupied, they recommend putting the child behind the lightest front seat passenger. NHTSA also says children are safest in the backseat.

Rosekind told CBS News on Thursday that the agency will be putting out guidance for parents on what seats are safest for children in the back.

"We need to make sure that people make the good choices now and then we figure out, for the others that we've lost, we need to use those lives as motivation to figure out what else we could be doing. And we will do that," Rosekind said.

These are efforts that will come too late for the Rivera family, who as part of their case, showed a "day-in-the-life" video of Jesse struggling to complete relatively simple tasks.

"Your children are at risk and if you don't write your legislator and tell him to do something about this thing, nothing is going to be done," said Jesse, Sr. "More children are going to be hurt. And it could be your child."

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# EXHIBIT H

[www.consumerreports.org /car-recalls-defects/vw-recalls-atlas-suvs-for-child-car-seat-issue/](https://www.consumerreports.org/car-recalls-defects/vw-recalls-atlas-suvs-for-child-car-seat-issue/)

## 2018 Volkswagen Atlas Recalled for Car Seat Issue

By Keith Barry : 4-5 minutes

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Volkswagen is recalling 54,537 of its [2018 Atlas SUVs](#) because wide child car-seat bases may interfere with and damage seat-belt buckles in the second row. This could cause the belts to release unexpectedly, the automaker says.

If a car seat with a base wider than 12.6 inches is installed in the second-row center seating position, it may damage the center and adjacent outboard seat-belt buckles, according to the National Highway Traffic Safety Administration (NHTSA). This limitation is not noted in owner's manuals.

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The 2018 Volkswagen Atlas recall does not affect models with captain's chairs in the second row.

The problem probably has to do with the Atlas rear-seat design, says Emily Thomas, Ph.D., an automotive safety engineer at Consumer Reports.

"The base of the car seat has to be narrow to fit between the center buckle and the driver-side outboard buckle," she says. "Otherwise, if it's overlapping the release button on the outboard buckle, the base of the seat could press down on the button or damage the buckle, allowing it to disengage the seat belt for that outboard passenger."

Car seats with bases 12.6 inches or narrower can be installed in the Atlas center seat using either the seat belt or lower LATCH anchors as long as the base does not interfere with or overlap nearby buckles, Thomas says. If a car seat uses rigid LATCH connectors or has a wide base, as many convertible car seats or booster seats do, then parents should install the seat in an outboard seat.

In CR's vehicle and child-seat evaluations, our testers often see car seats that overlap the hardware of adjacent seats because the rear center seats are narrow, Thomas says.

**Learn more about the [Volkswagen Atlas in our complete road test](#).**

## The Details

**Vehicles recalled:** 2018 VW Atlas SUVs equipped with second-row bench seats built between Nov. 17, 2016 and June 5, 2018.

**The problem:** The center and adjacent outboard seat-belt buckles on the second row can become damaged if a child-seat base is installed that is wider than 12.6 inches. A damaged seat-belt buckle can release unexpectedly, increasing the risk of injury in a crash.

**The fix:** NHTSA says that VW dealers will inspect the center and left outboard seat-belt buckles and replace them if necessary, free of charge. The automaker will also provide an owner's manual supplement that addresses child safety and child restraints.

**How to contact the manufacturer:** VW will reach out to owners of affected vehicles starting Aug. 3, 2018. Owners may call 800-893-5298.

**NHTSA campaign number:** 18V380000. Volkswagen's own number for this recall is 69X1.

**Check to see whether your vehicle has an open recall:** Plug in the 17-digit vehicle identification number at the National Highway Traffic Safety Administration website. It will tell you whether your vehicle has any open recalls that need to be addressed.

**CR members** can stay up to date on their car recalls using our [Car Recall Tracker](#).



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CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

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

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

DEFENDANTS

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

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

Attorneys (If Known)

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

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

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

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

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

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, INTELLECTUAL PROPERTY RIGHTS, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 310 Airplane, 365 Personal Injury, etc.

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

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

VI. CAUSE OF ACTION

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

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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

## Authority For Civil Cover Sheet

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

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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