

Filing # 36209327 E-Filed 01/06/2016 12:09:28 PM

IN THE CIRCUIT COURT OF  
THE NINTH JUDICIAL  
CIRCUIT IN AND FOR  
ORANGE COUNTY,  
FLORIDA

NATALIE JOHNSON, Individually,

CASE NO.:

Plaintiff,

v.

VOLKSWAGEN GROUP OF AMERICA, INC.  
a foreign corporation; VOLKSWAGEN OF  
AMERICA, INC.; VOLKSWAGEN  
AKTIENGESELLSCHAFT d/b/a Volkswagen  
AG or Volkswagen Group

Defendants.

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**COMPLAINT**

Plaintiff, Natalie Johnson, brings this action against Defendants, Volkswagen Group of America, Inc., Volkswagen of America, Inc., and Volkswagen Aktiengesellschaft ("Volkswagen AG") (collectively referred to as "Volkswagen" or "VW"), and alleges as follows:

**PARTIES, JURISDICTION, VENUE**

1. This is an action to recover damages from Volkswagen for its use of software in Plaintiff's diesel vehicle to conceal that it failed to comply with Clean Air Act standards and emits higher levels of harmful emissions than advertised.
2. This is an action for damages exceeding the sum of Fifteen Thousand and no/100 Dollars (\$15,000.00), exclusive of interest, costs and attorneys' fees.
3. Plaintiff is a resident of Orange County, Florida, is over the age of eighteen (18), and is otherwise *sui juris*. Plaintiff purchased a 2012 Volkswagen Jetta Sports wagon powered by a 2.0L TDI diesel engine containing a defeat device inserted by Volkswagen to dupe regulators

into believing the Vehicle was compliant with federal and state emissions requirements (the "Vehicle").

4. Volkswagen Group of America, Inc. is a corporation doing business throughout the United States and is organized under the laws of the State of New Jersey with its principal place of business in Virginia. During all relevant time period, Volkswagen Group of America, Inc. conducted business in the Orange County, Florida.

5. Volkswagen of America, Inc. is a corporation is organized under the laws of the State of New Jersey with its principal place of business in Virginia. Upon information and belief, Volkswagen of America, Inc. operates as a unit of Volkswagen Group of America. During all relevant time period, Volkswagen of America, Inc. was conducting business in the Orange County, Florida.

6. Volkswagen AG is a German corporation and is doing business as Volkswagen AG or Volkswagen Group. Volkswagen AG is the parent corporation of Volkswagen Group of America, Inc. During all relevant time period, Volkswagen AG was conducting business in the Orange County, Florida.

7. Long arm jurisdiction exists because: (a) Volkswagen operates, conducts, engages in, or carries on business in Florida; (b) Volkswagen injured Plaintiff within Florida by engaging in misleading solicitation activities within this state; and (c) Volkswagen injured Plaintiff while engaging in the ordinary course of commerce and trade by delivering and selling him a defective Vehicle in Florida.

8. Defendants have sufficient minimum contacts with Florida because (1) the Defendants solicited Plaintiff in Florida; (2) the products contracted for were delivered in Florida; and (3) the Defendants were involved in continuous business in Florida.

9. Venue is appropriate in Orange County, Florida because the Vehicle was purchased within this jurisdiction.

10. All conditions precedent to filing of this action have been performed or have been waived.

11. Plaintiff has retained Finesilver Law to represent him in this matter and is obligated to pay reasonable fees and cost in litigating this matter.

### **General Allegations**

#### **A. Diesel Engine's Emission Problems**

12. Congress enacted the Clean Air Act because the "increasing use of motor vehicles... has resulted in mounting dangers to the public health and welfare..." CAA, 42 USC § 7401(a)(2). Congress' goal in passing the Clean Air Act was to protect the quality of the nation's air resources so as to promote the public health and welfare and the productive capacity of its population.

13. In order to protect the public health, the Clean Air Act was designed to reduce emissions of Nitrogen Oxides (NOx) and other pollutants from motor vehicles.

14. When NOx reacts with sunlight in the atmosphere it converts into ozone, which causes health problems, including watery eyes, throat pain, chest pain, coughing, congestion, and cause various cardiovascular problems. Breathing ozone can also exacerbate asthma, bronchitis, and emphysema.

15. While diesel vehicles have greater performance and fuel efficiency than their gasoline counterparts, a significant drawback to diesel engines has always been that they produce greater chemical emissions than conventional gas engines, including the increased release of NOx.

16. Diesel vehicles became disfavored among car manufactures and consumers because they produced much more NOx than gasoline cars and the government enacted legislation restricting permissible emission amounts.

17. In 2009, Volkswagen introduced its TDI (Turbo-charged Direct Injection) "CleanDiesel" engine vehicles and told consumers that they no longer had to choose between power/ efficiently and the environment. Now, according to Volkswagen, consumers could have the increase performance and efficiency of a diesel engine while only producing low levels of harmful emissions.

**B. Volkswagen's Advertising Claims its Diesel Engines Are "Clean"**

18. Volkswagen advertised that its TDI "CleanDiesel" engine provided enhanced power and fuel economy while simultaneously meeting or exceeding enacted emissions standards.

19. In order to promote its TDI "CleanDiesel" engine vehicles, Volkswagen began an aggressive advertising campaign designed to convince consumers that TDI engines were clean and produced low emissions.

20. Starting in 2009, Volkswagen began its "Truth & Dare" campaign, which had the stated purpose of debunking the myths on clean diesel and generating excitement among existing diesel owners.

21. Volkswagen also ran several television advertisements misleading consumers into believing its diesel vehicles were clean. One such commercial spot featured an older driver in trying to convince her passengers that her Volkswagen diesel vehicle was truly clean. To prove the point, she held her white scarf to the exhaust and revealed to her friends that the scarf was still in pristine condition.

22. Volkswagen also promoted its diesel engines in press statements. In an October 2009 interview with Business Insider, Volkswagen of America's chief operating officer, Mark Barnes, responded to a reporter's question about the advantage of a diesel over a hybrid by stating:

*It's also good for the environment because it puts out 25% less greenhouse gas emissions than what a gasoline engine would. And thanks to the uniqueness of the TDI motor, it cuts out the particulate emissions by 90% and the emissions of nitrous oxide are cut by 95%. So, a very very clean running engine. Clean enough to be certified in all 50 states.*

Gayathri Vaidyanathan, "Volkswagen Preps for a Diesel Revolution," The Business Insider, Oct. 2009 (emphasis added).

23. Additionally, Volkswagen made numerous claims in its advertisements and marketing material that its diesel vehicles were clean, as exemplified by the following statements:

- (a) "Clean diesel vehicles meet some of the strictest standards in the world. Plus TDI technology helps reduce sooty emissions by up to 90% giving you a fuel-efficient and eco-conscious vehicle."
- (b) "Volkswagen TDI Clean Diesel... Like really clean diesel."
- (c) "TDI Clean Diesel technology has lower CO2 emissions compared to 93% of other vehicles, and it boasts 30% better fuel economy than comparable gas engine. And with significantly more torque than comparable gasoline-engine cars, you can have more fun as you pass by all those fueling stations."
- (d) Clean Diesel vehicles have the "world's cleanest diesel engines" that comply with the world's "most demanding emissions laws."
- (e) TDI vehicles run on ultra-low sulfur, helping to reduce sooty emissions by up to 90% compared to previous diesels.

24. Further, Volkswagen claimed that its TDI vehicles "typically have a higher resale value versus comparable gasoline vehicles."

25. Beyond merely advertising, Defendant supported and directed a website to promote its “clean” diesel technology, [www.clearlybetterdiesel.org](http://www.clearlybetterdiesel.org), which says the technology reduces smog and “meets the highest standards in all 50 states, thanks to ultra-low sulfur diesel (ULSD) fuel and innovative engine technology that burns cleaner.”

26. Defendants’ marketing touted its TDI vehicles as fun to drive, fuel-efficient, and environmentally friendly, without sacrificing performance.

27. Plaintiff purchased the Vehicle, in whole or in part, due to Volkswagen’s advertising and marketing claims that the Vehicle’s CleanDiesel TDI engine system was environmentally friendly, while providing performance and efficiency.

#### **C. Volkswagen Deceived Plaintiff**

28. Unbeknownst to Plaintiff, Volkswagen installed an unreported software program to the electronic control module of the following vehicles:

- Jetta TDI (Manufacturing year 2009 – 2015);
- Jetta Sportwagen TDI (Manufacturing year 2009-2014);
- Beetle TDI (Manufacturing year 2012 – 2015);
- Beetle Convertible TDI (Manufacturing year 2012-2015);
- Audi A3 TDI (Manufacturing year 2010 – 2015);
- Golf TDI (Manufacturing year 2010 – 2015);
- Golf Sportwagen TDI (Manufacturing year 2015); and
- Passat TDI (Manufacturing year 2012-2015).

(collectively, the “Defective Cars”). Defendant’s Vehicle is one of the Defective Cars.

29. According to the EPA’s Notice of Violation, Volkswagen installed software into the Defective Cars that detects when the vehicle is undergoing official emissions testing and turns on full emissions controls only during the test. When the emissions controls were activated, the Defective Cars produced emissions results that were compliant with state and federal regulations. Volkswagen knowingly created and installed this software to defeat regulator’s testing because,

according to the EPA, the “software was designed to track the parameters of the federal testing procedure.”

30. When the emissions control system is activated the Defective Cars had reduced performance, acceleration, torque, and fuel efficiency in order to achieve emissions levels that were compliant with state and federal regulations.

31. At all other times during normal operation, however, the Defective Cars’ software ran a separate and distinct “road calibration,” which reduced the effectiveness of the emissions controls. As a result, the emission of NOx increased up to 40 times above EPA compliant levels.

32. This software produced and used by Volkswagen is a defeat device as defined by the Clean Air Act.

33. On September 20, 2015, Volkswagen admitted it had inserted the defeat device into the Defective Cars. Martin Winterkorn, Volkswagen’s CEO, stated: “I personally am deeply sorry that we have broken the trust of our customers and the public.”

34. On September 21, 2015, Michael Horn, head of Volkswagen’s U.S. Division, said, “[l]et’s be clear about this. Our company was dishonest...with the EPA, and California Air Resources Board, with all of you. And in my German words, we have totally screwed up.”

35. On September 22, 2015, Winterkorn issued a video stating, “[m]illions of people across the world trust our brands, our cars and our technology... I am endlessly sorry that we have disappointed this trust. I apologize in every way to your customers, our authorities and the whole public for the wrongdoing.” He ended by stating, “manipulation at Volkswagen must never happen again.”

#### **D. Plaintiff Is Damaged By Volkswagen’s Scheme**

36. Volkswagen charged its consumers a premium for purchasing its “CleanDiesel” vehicles. For example, Vehicle owners who purchased a Volkswagen diesel vehicles paid

anywhere from \$1,000 to \$7,000 more for the vehicles with diesel engines, as opposed to the same models with standard gas engines.

37. Specifically, the following are additional amounts paid by consumers to obtain the Defective Cars:

<b>Model</b>	<b>Base</b>	<b>Mid-level</b>	<b>Top-line</b>
VW Jetta	\$2,860	\$4,300	\$6,315
VW Beetle	\$4,635	n/a	\$2,640
VW Golf	\$2,950	\$1,000	\$1,000
VW Passat	\$5,755	\$4,750	\$6,855
Audi A3	\$2,805	\$3,095	\$2,925

38. Additionally, Volkswagen will need to diminish the performance of its vehicles, including available horsepower, torque and fuel efficiency in order to comply with EPA's directive to bring the Defective Cars in compliance with the Clean Air Act and other regulations.

39. As result, Plaintiff's Vehicle will not perform with the same efficiency and performance once it is modified to comply with emissions regulations and standards.

40. Additionally, Plaintiff will be required to pay more for fuel once his Vehicle complies with the EPA regulations and Clean Air Act Standards.

41. The Defective Cars' resale value has also declined. For example, Kelley Blue Book estimates that prices for used Defective Cars have fallen about 13% since the issue was discovered. Additionally, many dealerships are refusing to take Volkswagen diesel vehicles as trade-ins at all.

42. Any statute of limitations is tolled because Volkswagen intentionally and fraudulently concealed the defeat device software in the Defective Cars in order to deceive the



EPA and consumers, including Plaintiff.

43. Volkswagen concealed its use of the software from the general public prior to Plaintiff's purchase of the Vehicle and has only recently admitted using the defeat device software in the Defective Cars. Plaintiff did not discover or know of any facts that would cause a reasonable person to suspect that the Defective Cars failed to comply with emissions standards or that Volkswagen was engaged in deception with respect to emissions testing.

#### **Count I – Fraudulent Concealment**

44. Plaintiff incorporates by reference and realleges each and every allegation contained in paragraphs 1 through 43, as though fully set forth herein.

45. Volkswagen knew of the following material facts:

- a. The true amount of Vehicle's emission levels;
- b. The Vehicle did not conform to the Clean Air Act standards, state emissions requirements, or other EPA regulations regarding emissions;
- c. The Vehicle was not "clean" because it emitted up to 40 times more NOx than permitted by law; and
- d. The Vehicle could not achieve the advertised efficiency and performance while complying with emissions laws and regulations.

46. Volkswagen actively and intentionally concealed these material facts from Plaintiff by installing sophisticated software designed to deceive EPA regulators and Plaintiff into believing the Vehicle complied with required emissions laws and regulations and was a "clean" diesel engine. Additionally, Volkswagen concealed that the Vehicle could not achieve the advertised performance and efficiency while maintaining low emissions.

47. Volkswagen misrepresented material facts and suppressed the truth about the Vehicle by claiming:

- a. The Defective Cars were “clean” diesel vehicles;
- b. The Defective Cars complied with applicable state and federal emissions laws;  
and
- c. The Defective Cars could achieve the advertised performance and efficiency  
while complying with or being below mandated emission standards.

48. Volkswagen knew that the material fact should have been disclosed to Plaintiff.

49. Volkswagen’s representations and active concealment of these material facts from Plaintiff were in bad faith.

50. Volkswagen knew that concealing these material fact would induce Plaintiff to purchase the Vehicle.

51. Plaintiff reasonably relied on Volkswagen’s representations of material fact when deciding to purchase his Vehicle. Plaintiff’s opportunity to learn of the material facts was not equal to that of Volkswagen.

52. Plaintiff was damaged as a result of Volkswagen’s deceptive scheme to suppress the true emissions levels of the Vehicle during normal driving. Had Plaintiff known about the true condition of his Vehicle, he would have paid less or not purchased it at all. Currently, Plaintiff’s Vehicle has diminished value and will lose performance and efficiency when made to comply with the Clean Air Act standards.

WHEREFORE, Plaintiff respectfully request this Court to enter a Judgment against Defendants for damages, pre-judgment interest, costs, and for such other and further relief as this Court deems just and proper.

#### **Count II – Violation of Florida’s Deceptive Unfair Trade Practices Act**

53. Plaintiff incorporates by reference and realleges each and every allegation contained in paragraphs 1 through 43, as though fully set forth herein.

54. The Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”) renders unlawful unfair methods of competition, unconscionable acts or practices, and unfair and/or deceptive acts or practices in the conduct of any trade or commerce. *See* Section 501.204, Florida Statutes.

55. At all relevant times material hereto, Plaintiff was a “consumer” as defined by Section 501.203, Florida Statutes.

56. At all times material hereto, Volkswagen committed and engaged in the following deceptive and unfair trade practices:

(a) Volkswagen concealed its failure to comply with state and federal emissions standards by installing software into Defective Cars, including Plaintiff’s Vehicle, that detects when it undergoes official emissions testing and turns on full emissions controls to produce emissions results that are compliant with state and federal regulations. During normal operation, however, the Vehicle’s software runs a separate and distinct “road calibration” program, which causes the Vehicle to emit up to 40 times the legal limit of harmful emissions.

(b) Volkswagen advertised the Defective Cars, including Plaintiff’s Vehicle as “clean” and with low emissions, when they really produced harmful emissions that exceeded limits set by state and federally mandated standards.

(c) Volkswagen claimed its Vehicle complied with governmental laws and regulations regarding emissions, while failing to meet these required standards.

(d) Volkswagen falsely claimed that the Vehicle could achieve the advertised efficiency and performance while complying with federal emissions laws and regulations.

57. Plaintiff reasonably relied on Volkswagen misrepresentations regarding the Defective Cars, including his Vehicle.

58. Volkswagen has committed acts or practices in trade or commerce that offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers, including Plaintiff.

59. Thus, Volkswagen has engaged in unfair and/or deceptive acts or practices in the conduct of any trade or commerce in violation of § 501.204(1), Fla. Stat. (2007).

60. Volkswagen has engaged in acts and practices when it knew or should have known that its conduct was unfair or deceptive, and thus Volkswagen has willfully used, or is willfully using, a method, act or practice declared unlawful under § 501.204, Fla. Stat.

61. As a result of Volkswagen's unfair and deceptive practices, Plaintiff has been damaged and continues to be damaged.

WHEREFORE, Plaintiff demands a judgment be entered against Volkswagen for damages, interest, attorneys' fees, costs, and for such other and further relief as this Court deems just and proper.

**Count III - Breach of Express Warranty (Florida Statutes § 672.313)**

62. Plaintiff incorporates by reference and realleges each and every allegation contained in paragraphs 1 through 43, as though fully set forth herein.

63. Defendant is and was at all relevant times a "merchant" with respect to motor vehicles under Florida Statutes § 672.104(1).

64. The Vehicle is and was at all relevant times a "good" within the meaning of Florida Statutes § 672.105.

65. Plaintiff purchased the Vehicle and was using the Vehicle in the intended manner.

66. Defendant is on notice of the defective nature Vehicle because it installed software into the Vehicle to prevent the defects from being discovered by Plaintiff and regulators.

67. Defendant made the following express warranties to Plaintiff:

- a. The Defective Cars were “clean” diesel, producing a low amount of harmful emissions;
- b. The Defective Cars complied with applicable state and federal emissions laws; and
- c. The Defective Cars could achieve the advertised performance and efficiency while complying with or being below mandated state and federal emission standards.

68. The warranties made became the basis of the bargain and induced Plaintiff to purchase the Vehicle.

69. Plaintiff's Vehicle failed to conform to this Defendant's representations.

70. Plaintiff suffered damages as a result of Defendant's breach, including a diminution in Vehicle value.

WHEREFORE, Plaintiff demands a judgment be entered against Defendants for damages, interest, and for such other and further relief as this Court deems just and proper.

#### **Count IV - Breach of Contract**

71. Plaintiff incorporates by reference and realleges each and every allegation contained in paragraphs 1 through 43, as though fully set forth herein.

72. Plaintiff purchased the Vehicle from Defendants. See Exhibit “A.”

73. Defendants breached the contract by:

- a. Providing Plaintiff with a vehicle containing a defeat device;
- b. Providing Plaintiff with a vehicle that does not comply with state and federal emissions standards;
- c. Providing Plaintiff with a vehicle that does not have the advertised performance and efficiency while providing low emissions; and

d. Failing to provide Plaintiff with a clean diesel vehicle.

74. Plaintiff sustained damages as a proximate cause of Defendant's breach of contract, including reduction in resale value.

WHEREFORE, Plaintiff demands a judgment be entered against Defendants for damages, interest, and for such other and further relief as this Court deems just and proper.

**Count V- Unjust Enrichment**

75. Plaintiff incorporates by reference and realleges each and every allegation contained in paragraphs 1 through 43, as though fully set forth herein.

76. Plaintiff has conferred a benefit on Defendants by purchasing the Vehicle. Defendants have derived profit from Plaintiff's purchase of the Vehicle and were obligated to provide an automobile that complied with excising emissions laws and regulations.

77. Defendants have knowledge of the benefit and voluntarily accepted the benefit conferred on it by Plaintiff.

78. Defendants have retained the benefit of the payments for the Vehicle without delivering a Vehicle that conforms with (1) emissions regulations, (2) advertised efficiency while producing low emissions; (3) advertised performance while producing low emissions.

79. Defendant's retention of the Vehicle's purchase price would be inequitable because Plaintiff received a defective Vehicle containing a defeat device to circumvent laws and regulations regarding emissions standards.

WHEREFORE, Plaintiff respectfully request this Court to enter a Judgment against Defendants for damages, pre-judgment interest, costs, and for such other and further relief as this Court deems just and proper.

**Count VI – False and Misleading Advertising (Florida Statutes § 817.41)**

80. Plaintiff incorporates by reference and realleges each and every allegation contained in paragraphs 1 through 43, as though fully set forth herein.

81. Florida Statutes makes it unlawful for any person to make or disseminate before the general public any misleading advertisement.

82. Defendants disseminated numerous misleading advertisements making the following misrepresentations:

- a. The Defective Cars were “clean” diesel, producing a low amount of harmful emissions;
- b. The TDI engine significantly reduced emissions of nitrous oxide;
- c. The Defective Cars complied with all state and federal emissions laws; and
- d. The Defective Cars could achieve the advertised performance and efficiency while complying with or being below mandated state and federal emission standards.

83. Defendants disseminated the misleading statements through both oral and written statements made to the public, including television commercials, print advertisements, radio spots, and press statements.

84. Defendants made the misleading and false advertisement statements with the intent and purpose of selling goods to the public.

85. Defendants knew these statements of material fact were false. In fact, Defendants installed a defeat device in the Vehicle to prevent discovery of their false statements.

86. Defendants intended that the false statement would induce Plaintiff into relying and acting on them.

87. Plaintiff purchased his Vehicle, in whole or in part, because of Defendants' false and misleading advertising statements.

88. Plaintiff suffered damages in justifiable reliance on the advertised misrepresentations.

89. Florida Statute allows for the recovery of punitive damages, attorneys' fees, and litigation costs.

WHEREFORE, Plaintiff demands a judgment be entered against Volkswagen for damages, interest, attorneys' fees, costs, punitive damages and for such other and further relief as this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff demands trial by jury on all claims so triable.

Dated: January 5, 2016.

Respectfully submitted,  
**FINESILVER LAW, P.A.**  
333 S.E. 2<sup>nd</sup> Avenue, Suite 2000  
Miami, Florida 33131  
Telephone: (786) 871-3387  
Facsimile: (305) 503-7374

By: /s/ Aaron Finesilver  
**AARON FINESILVER, ESQ**  
aaron@finesilverlaw.com  
Florida Bar Number: 577022



**NOTICE OF DESIGNATION OF PRIMARY E-MAIL ADDRESSES**

**NOTICE IS HEREBY GIVEN**, pursuant to Fla.R.Jud.Adm. 2.516(b)(1)(A), of the primary and secondary e-mail addresses for the undersigned counsel of the law firm Finesilver Law, P.A.

<b>Primary e-mail address for counsel</b>
Aaron Finesilver, Esq. aaron@finesilverlaw.com

**PETE MOORE**  
AUTOMOTIVE TEAM



Established 1981

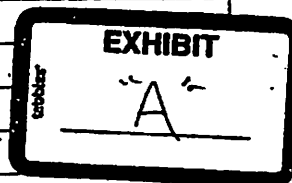
103 NEW WARRINGTON RD (850) 456-7000  
106 NEW WARRINGTON RD (850) 457-1000  
P.O. BOX 18848 • PENSACOLA, FL 32523

☐ CHEVROLET  
☐ IMPORTS  
☐ MITSUBISHI

## AGREEMENT TO PURCHASE

CUSTOMER # 65751 STOCK # 668619  
SALESMAN MARK P TORELLI # DATE SOLD 03/23/12

BUYER NATALIE A JOHNSON			
CO-BUYER			
ADDRESS 7653 WOODSTREAM DR		CELL: EMAIL:	
CITY PENSACOLA	STATE FL	COUNTY ESCAMBIA	ZIP 32514
<input type="checkbox"/> NEW CAR <input type="checkbox"/> USED CAR <input type="checkbox"/> DEMO <input type="checkbox"/> NEW TRUCK <input type="checkbox"/> USED TRUCK <input type="checkbox"/> FLEET / RENTAL / LEASE VEHICLE			
<b>PURCHASED VEHICLE</b>		<b>USED VEHICLE TRADE-IN</b>	
SERIAL # 8 V W P L 7 A J C 1 6 6 8 6 1 9	SERIAL # 1 H G E J 8 2 4 B Y L 0 7 3 0 9 9		
YEAR 2012    COLOR TMPSTWGR ME3257	YEAR 2000    MAKE HONDA    MODEL CIVIC		
MAKE VOLKSWAGEN    TRIM CRNSLK BG	MILES 121852    CYL 4    COLOR RED		
MODEL JETTA SPWGN TDI    MILES 44    CYL	BALANCE OWED TO NONE    ACC#		
BODY TYPE 4DR DSG TDI    MODEL# AJ549M	ADDRESS:		
		CONTACT PERSON	
		PHONE#	
* DEALER SERVICES *		Upon verification buyer agrees to pay amount exceeding this figure \$ N/A	
"THIS CHARGE REPRESENTS COSTS AND PROFIT TO THE DEALER FOR ITEMS SUCH AS INSPECTION, CLEANING, AND ADJUSTING VEHICLES, AND PREPARING DOCUMENTS RELATING TO THE SALE."		BALANCE OWED GOOD UNTIL:	
ALLSTATE		Please initial to release payoff information from your financial institution.	
INSURANCE CO.		<b>USED VEHICLE TRADE-IN #2</b>	
		SERIAL #	
		YEAR    MAKE    MODEL	
		MILES N/A    CYL    COLOR	
		BALANCE OWED TO    ACC#	
		ADDRESS:	
POLICY# RHONDA DE MATTEIS (407) 831-8111		CONTACT PERSON	
AGENT 622 MAELAND AVE    PHONE		PHONE#	
ADDRESS		Upon verification buyer agrees to pay amount exceeding this figure \$ N/A	
		BALANCE OWED GOOD UNTIL:	
		Please initial to release payoff information from your financial institution.	
TRADE ALLOWANCE MAY INCLUDE DEALER DISCOUNTS AND OR REBATES			
THE DEPOSIT WILL HOLD VEHICLE FOR A PERIOD OF 24 HOURS ONLY. ALL DEPOSITS REFUNDABLE UNLESS OTHERWISE STATED			
CUSTOMER WILL OWN NOW IF FIGURES ARE AGREEABLE:			
BASE PRICE:	27280.00	Estimated Used Vehicle Allowance	\$ 3000.00
DEALER OPTION:	N/A	ESTIMATED PAYOFF	N/A
1. ELEC FILING	44.00	Net Allowance on Used Vehicle	\$ 3000.00
2. FLORIDA LAW	6.50	Partial Payment with Order	N/A
Waste Tire & Lead Acid Battery Fee	\$6.50	Cash on Delivery	N/A
DEALER SERVICES	\$ 299.00		
SUB TOTAL	\$ 27629.50		
SALES TAX	1477.77		
LOCAL SALES TAX	75.00		



PURCHASED VEHICLE															USED VEHICLE TRADE-IN														
SERIAL # <u>B V W P L 7 A J D 4 6 6 8 6 1 9</u> YEAR <u>2012</u> COLOR <u>THPSTW</u> <u>360T ME3257</u> MAKE <u>VOLKSWAGEN</u> TRIM <u>CRNSLK BG</u> MODEL <u>JETTA SPWGN TDI</u> MILES <u>44</u> CYL <u></u> BODY TYPE <u>4DR DSG TDI</u> MODEL# <u>AJ549M</u>															SERIAL # <u>1 H G E J 8 2 4 3 7 U 0 7 3 0 9 9</u> YEAR <u>2000</u> MAKE <u>HONDA</u> MODEL <u>CIVIC</u> MILES <u>121852</u> CYL <u>4</u> COLOR <u>RED</u> BALANCE OWED TO <u>NONE</u> ACC# <u></u> ADDRESS: <u></u> PHONE# <u></u> CONTACT PERSON <u></u> Upon verification buyer agrees to pay amount exceeding this figure <u>14000</u> \$ <u>N/A</u> BALANCE OWED 6000 UNTIL: <u></u> Please initial to release payoff information from your financial institution. <u></u>														
* DEALER SERVICES * "THIS CHARGE REPRESENTS COSTS AND PROFIT TO THE DEALER FOR ITEMS SUCH AS INSPECTION, CLEANING, AND ADJUSTING VEHICLES, AND PREPARING DOCUMENTS RELATING TO THE SALE." <u>ALLSTATE</u> INSURANCE CO. <u></u> POLICY# <u></u> AGENT <u>RHONDA DE MATTEIS</u> PHONE <u>(407) 631-8111</u> <u>622 HAITLAND AVE</u> ADDRESS <u></u>															USED VEHICLE TRADE-IN #2 SERIAL # <u></u> YEAR <u></u> MAKE <u>N/A</u> MODEL <u></u> MILES <u>N/A</u> CYL <u></u> COLOR <u></u> BALANCE OWED TO <u></u> ACC# <u></u> ADDRESS: <u></u> PHONE# <u></u> CONTACT PERSON <u></u> Upon verification buyer agrees to pay amount exceeding this figure <u>14000</u> \$ <u>N/A</u> BALANCE OWED 6000 UNTIL: <u></u> Please initial to release payoff information from your financial institution. <u></u>														
															TRADE ALLOWANCE MAY INCLUDE DEALER DISCOUNTS AND OR REBATES THE DEPOSIT WILL HOLD VEHICLE FOR A PERIOD OF 24 HOURS ONLY. ALL DEPOSITS REFUNDABLE UNLESS OTHERWISE STATED CUSTOMER WILL OWN NOW IF FIGURES ARE AGREEABLE: <u></u>														
BASE PRICE: <u>27280.00</u> DEALER OPTION: <u>N/A</u> 1. <u>N/A</u> 2. <u>ELEC FILING 44.00</u> Florida Law <u>\$1.50</u> Waste Tire & Lead Acid Battery Fee <u>\$6.50</u> DEALER SERVICES * <u>\$ 299.00</u> SUB TOTAL <u>\$ 27629.50</u> SALES TAX <u>1477.77</u> LOCAL SALES TAX <u>75.00</u> Motor Vehicle Warranty Trust Fund <u>\$ 2.00</u> License, License Transfer, Title, Registration Fee <u>88.10</u> TOTAL OF ABOVE ITEMS <u>29272.37</u> TOTAL CREDIT (Transferred from Right Column) <u>3000.00</u> BALANCE DUE ON DELIVERY IF CASH SALE <u>\$ 26272.37</u>															Estimated Used Vehicle Allowance <u>\$ 3000.00</u> ESTIMATED PAYOFF <u>N/A</u> Net Allowance on Used Vehicle <u>\$ 3000.00</u> Partial Payment with Order <u>N/A</u> Cash on Delivery <u>\$ N/A</u> Total Credit (Transfer to left Column) <u>3000.00</u>														
Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR AUTHORIZED REPRESENTATIVE. Purchaser by his execution of the Order acknowledges that he has read its terms and conditions and has received a true copy of the Order. "I certify that I am eighteen years or older." I AUTHORIZE AN INVESTIGATION OF MY CREDIT AND EMPLOYMENT HISTORY AND THE RELEASE OF INFORMATION ABOUT MY CREDIT EXPERIENCE. "I HAVE READ AND HEREBY AGREE TO ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF." PURCHASER'S SIGNATURE <u></u> DATE <u>03/23/12</u> ACCEPTED BY: <u></u> Dealer or Authorized Representative																													



Print

2016-CA-000083-O : JOHNSON, NATALIE vs. VOLKSWAGEN GROUP OF AMERICA INC et al.

## Case Header



Case Type: CA - Breach of Agreement/Contract  
Date Filed: 1/6/2016  
Location: Div 34  
UCN: 482016CA000083A001OX  
Judge: John E Jordan  
Status: Pending  
Citation Number:  
Appear By Date:

## Parties



Name	Type	Attorney	Atty Phone
NATALIE JOHNSON	Plaintiff	AARON FINESILVER	786-871-3387
VOLKSWAGEN GROUP OF AMERICA INC	Defendant		
VOLKSWAGEN AKTIENGESELLSCHAFT VOLKSWAGEN AG OR VOLKSWAGEN GROUP DBA	Defendant		
VOLKSWAGEN OF AMERICA INC	Defendant		

## Charge Details



Offense Date	Charge	Plea	Arrest	Disposition	Sentence
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## Docket Events



Document Status: = Public = VOR = Confidential = Sealed = Request Pending.

Date	Description	Pages	Doc	Request Doc
1/7/2016	Comments: E-Mail Attorney	1		
1/7/2016	Comments: E-Mail Attorney	1		
1/7/2016	Comments: E-Mail Attorney	1		
1/6/2016		19		
1/6/2016		2		
1/6/2016	Case Initiated			

## Hearings



Date	Hearing	Time	Location	Pages	Doc
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## Financial



Date	Description	Payer	Amount
1/6/2016	Transaction Assessment		430.00
1/6/2016	Payment	Aaron Scott Finesilver	-430.00

## Bonds



## Orange County Clerk of Courts Records Search

Page 3 of 3

Description		Status Date	Bond Status	Image	Amount	
Warrants						
Number	Status Description	Issue Date	Service Date	Recall Date	Expiration Date	Warrant Type