

Damian [REDACTED]
[REDACTED]
Sunnyvale, CA 94087

November 23, 2015

Audi USA
President
MR Scott Keogh

CC:

1. Audi Stevens Creek,
2. California Department of Consumers Affairs,
3. California Air Resources Board.

Dear Sir,

Last Friday I came across Audi Corporation's admission to criminal actions that include but are not limited to:

- consciously misleading the Government of California by falsification of test results by hiding poisoning levels of emissions from Audi diesel engines,
- consciously and illegally selling cars that do not comply with California's emissions standards,
- deliberately misleading consumers, which is obvious fraud, and selling cars that could not be legally sold in the first place in California.

Audi statements can only be interpreted as: "We are purposely cheating California Government and California customers". Such statement does not release however from your responsibility.

In my case, as a consequence of Audi's public admission of guilt, Audi de-facto agrees to correct and pay all damages resulting from its illegal and criminal actions.

This why Audi Corporation shall replace my car with a car substantially identical or shall pay me back the full amount of my payment – including taxes, license & registration fees, other official fees which I was obligated to pay and other incidental damages.

Any conclusions reached by the investigations initiated by Federal and California governments do not release Audi Corporation from legal responsibility towards the defrauded consumers.

Due to the criminal behavior by Audi Corporation, the contract regarding the purchase of my car is voided and therefore it is totally left to my will on how I want to resolve this matter.

It is also generally accepted that any potential fix of the problem will affect the car's performance, longevity of the engine and its fuel economy. Neither of this is acceptable considering sole Audi Corporation's responsibility for committed fraud.

I wanted also for you to understand that personally I consider to be harmed and fooled by Audi Corporation's actions. My wife and I picked Audi Q7 TDI as the environmentally right choice. Our family prides itself for protecting environment and therefore the health of California, its people and nature.

Your criminal actions destroyed so much the environment that we always try to preserve. It is telling that you have deleted that promise you made us from Audi USA website, but to remind you about it we are including here a hard copy of it.

I ask for your response to my claim within 30 days of this letter otherwise I will take legal action.

Sincerely,


Damian



Attachment :

1. Copy of the purchase order
2. Audi USA's Clean Diesel promise

Dealer Number _____ Contract Number _____ R.O.S. Number _____ Stock Number _____

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code) N/A	Creditor-Seller (Name and Address) AUDI STEVENS CREEK 3350 STEVENS CREEK BLVD SAN JOSE CA 95117 SANTA CLARA
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2011	AUDI Q7	12	[REDACTED]	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ [REDACTED] is \$ [REDACTED] (e)
[REDACTED] %	\$ [REDACTED] (e)	\$ [REDACTED]	\$ [REDACTED] (e)	\$ [REDACTED] (e)
(e) means an estimate				
YOUR PAYMENT SCHEDULE WILL BE:				
Number of Payments:	Amount of Payments:	When Payments Are Due:		
One Payment of	N/A	N/A		
One Payment of N/A	N/A	N/A		
59 Payments	[REDACTED]	Monthly, Beginning [REDACTED] /2011		
Payments	N/A	Monthly, Beginning N/A		
One Final Payment	[REDACTED]	DUE ON [REDACTED] /2016		

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

STATEMENT OF INSURANCE		
NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.		
Vehicle Insurance		
Term	Premium	
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury \$ N/A Limits	Mos.	\$ N/A
Property Damage \$ N/A Limits	Mos.	\$ N/A
Medical N/A	Mos.	\$ N/A
N/A	Mos.	\$ N/A
Total Vehicle Insurance Premiums		\$ N/A (a)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X NONE [REDACTED]
 Co-Buyer X N/A
 Seller X [REDACTED]

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

Credit Life: Buyer Co-Buyer Both
 Credit Disability (Buyer Only)

Term	Exp.	Premium
Credit Life N/A Mos.		\$ N/A
Credit Disability N/A Mos.		\$ N/A
Total Credit Insurance Premiums		\$ N/A (b)
Insurance Company Name		
N/A		
Home Office Address		
N/A		

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories

1. Cash Price Vehicle	\$ [REDACTED] (A)
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable)	\$ [REDACTED]
Describe TIRE AND WHEEL	\$ [REDACTED]
Describe N/A	\$ N/A

B. Document Preparation Fee (not a governmental fee) \$ [REDACTED] (B)
 C. Smog Fee Paid to Seller \$ N/A (C)
 D. (Optional) Theft Deterrent Device (to whom paid) N/A \$ N/A (D)
 E. (Optional) Theft Deterrent Device (to whom paid) N/A \$ N/A (E)
 F. (Optional) Theft Deterrent Device (to whom paid) N/A \$ N/A (F)
 G. (Optional) Surface Protection Product (to whom paid) N/A \$ N/A (G)
 H. (Optional) Surface Protection Product (to whom paid) N/A \$ N/A (H)
 I. Sales Tax (on taxable items in A through H) \$ [REDACTED] (I)
 J. Optional DMV Electronic Filing Fee \$ [REDACTED] (J)
 K. (Optional) Service Contract (to whom paid) AUDI PURE \$ [REDACTED] (K)
 L. (Optional) Service Contract (to whom paid) N/A \$ N/A (L)
 M. (Optional) Service Contract (to whom paid) AUDI CARE \$ [REDACTED] (M)
 N. (Optional) Service Contract (to whom paid) N/A \$ N/A (N)
 O. (Optional) Service Contract (to whom paid) N/A \$ N/A (O)
 P. Prior Credit or Lease Balance paid by Seller to N/A \$ N/A (P)
 (see downpayment and trade-in calculation)
 Q. (Optional) Gap Contract (to whom paid) N/A \$ N/A (Q)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. Amount Financed (5 less 6) \$ [redacted] (7)

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A
Amount \$ N/A Finance Charge \$ N/A
Total \$ N/A Payable in N/A
installments of \$ N/A \$ N/A
from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable:
N/A

Term N/A Mos. or N/A Miles
1L Company N/A
Term N/A Mos. or N/A Miles
1M Company AUDJ CARE
Term 60 Mos. or 45000 Miles
1N Company N/A
Term N/A Mos. or N/A Miles
1O Company N/A
Term N/A Mos. or N/A Miles
Buyer X [redacted]

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X [redacted]
Co-Buyer Signs X N/A

SELLER'S RIGHT TO CANCEL. If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.
X N/A
Buyer [redacted] Co-Buyer [redacted]

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X N/A X N/A

Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund the difference to you. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund due from the Seller.

Buyer Signature X [redacted] Co-Buyer Signature X N/A

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X [redacted] Co-Buyer Signature X N/A

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than \$40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X [redacted] Date 06/14/11 Co-Buyer Signature X N/A Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ Date _____ Guarantor X _____ Date _____
Address _____ Address _____

Seller Signs AUDJ STEVENS CO Date 06/14/11 By X [redacted] Title _____

This is Google's cache of <https://www.audiusa.com/technology/efficiency/tdi>. It is a snapshot of the page as it appeared on Oct 9, 2015 09:40:49 GMT.

The [current page](#) could have changed in the meantime. [Learn more](#)

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Tip: To quickly find your search term on this page, press **Ctrl+F** or **⌘-F** (Mac) and use the find bar.



Getting more from less. Audi pioneered TDI® clean diesel engines to deliver more torque, lower fuel consumption and reduce CO2 emissions, compared to equivalent gasoline engines. The result of this revolutionary engineering delivers remarkable performance, while achieving increased fuel economy.

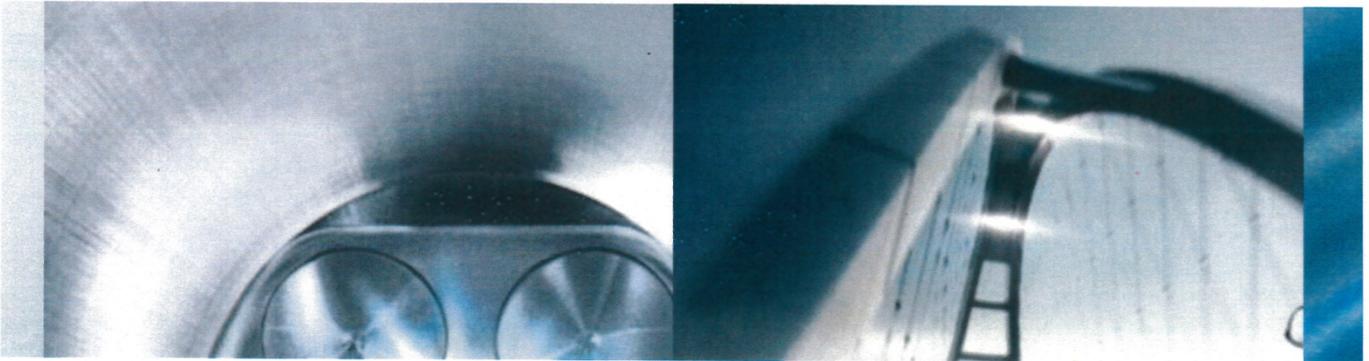




Fuel for thought

Unleashing the power of diesel.

We thought you should know: Diesel sports a greater power density than traditional gasoline, which means that a gallon of diesel fuel has about 15% more energy than a comparable amount of gas, and combusts more efficiently in the engine.



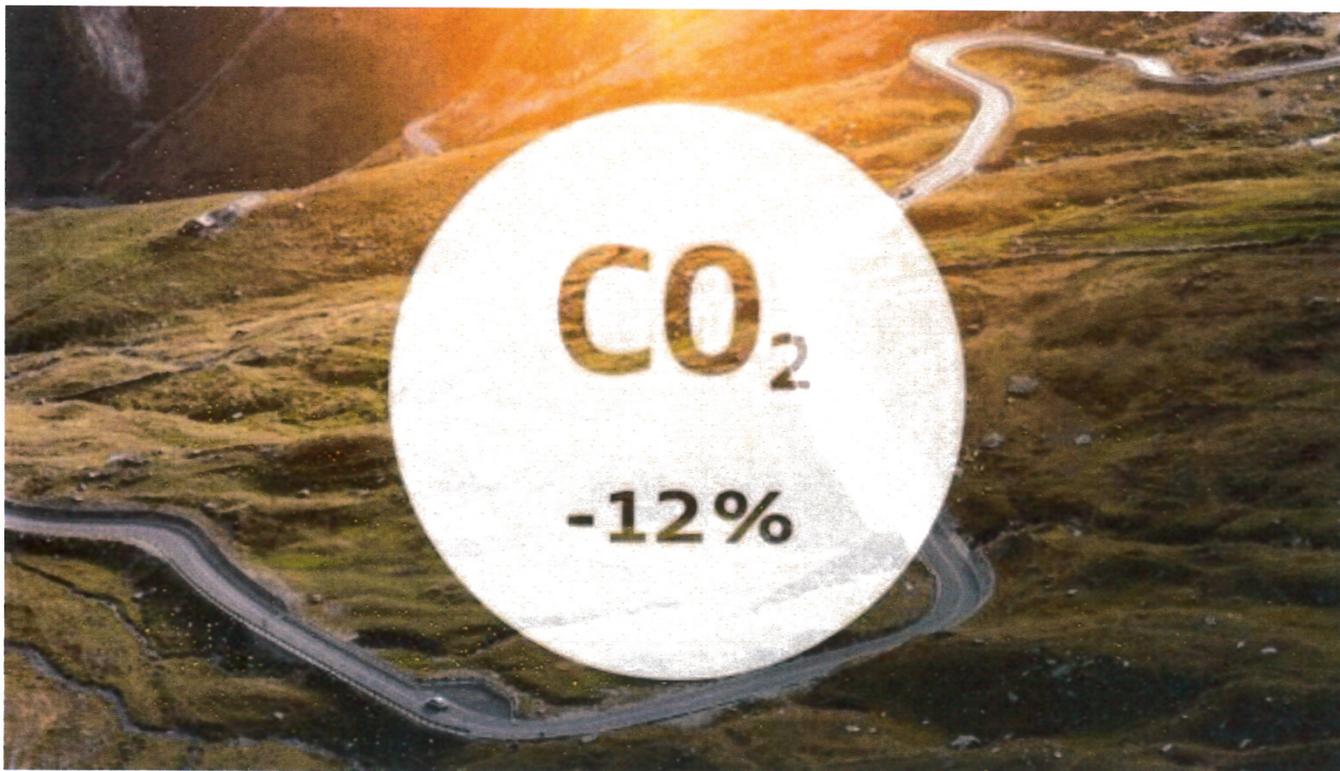
Making diesel cleaner

Chemistry behind losing sulfur.

During the refinement process sulfur molecules bind to hydrogen, helping separate the pollutant from fuel. Today's diesel fuel has 97% less sulfur than in years past.



The future can look brighter



A cleaner future

Is beginning now.

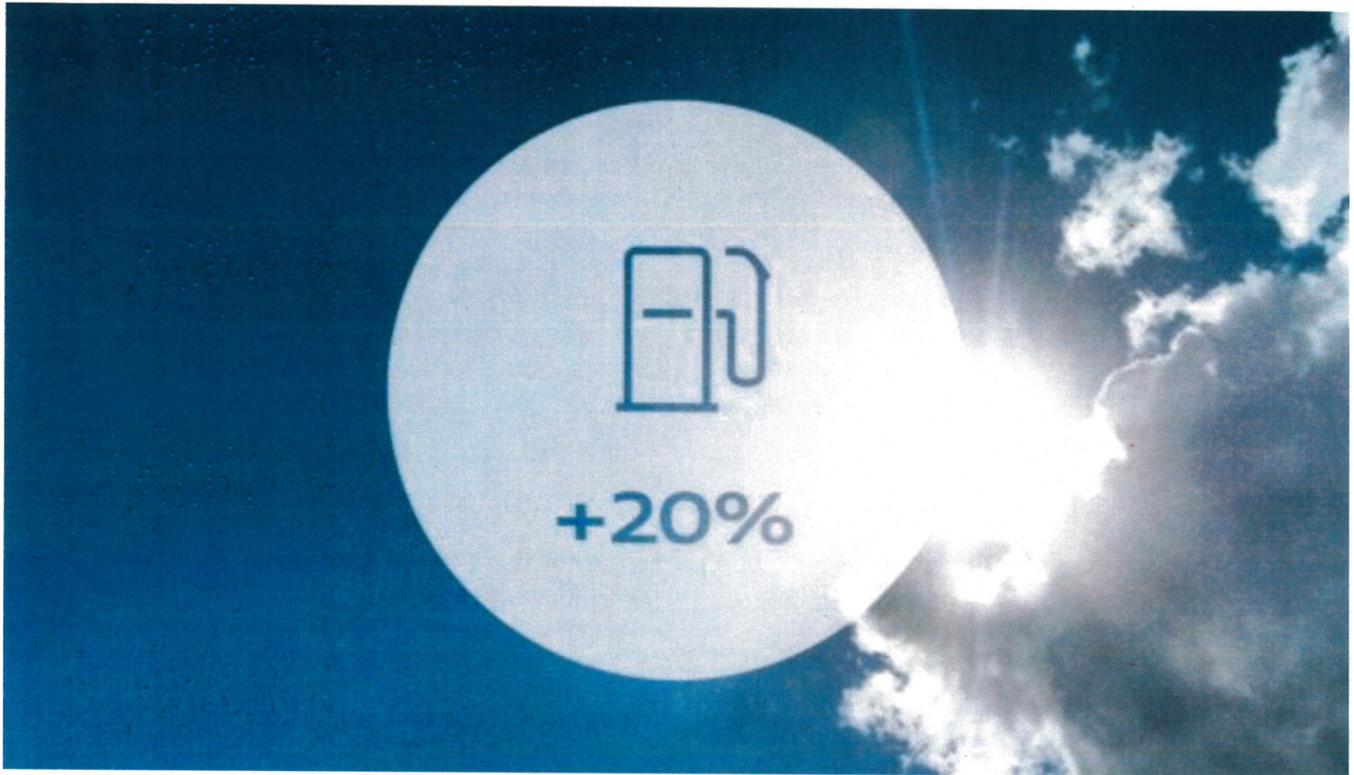
With the TDI® clean diesel, Audi is pioneering the way for the vehicles and fuels of tomorrow. 12% lower CO2 emissions than gasoline, TDI® is kind to the planet and has superior fuel efficiency combined with more torque and quick acceleration. An unbeatable combination.*



Intelligent performance

Efficiency shouldn't feel this powerful.

Audi TDI® clean diesel technology is packed with low-end torque, giving you incredible acceleration and passing power. So even though you feel the power kick in at higher speeds, the ingenious TDI® engine helps reduce fuel consumption.



There's more to a drop

Fuel density is fuel destiny.

With astonishing benefits, TDI® exploits fuel, ensuring you get more from each drop. Each contains 15% more energy than gasoline, translating to 30% better fuel economy and 20% fewer trips to the pump. That's time you get back to experience all of life's little luxuries.



Take back the horizon

Easy, with more than 650 miles per tank.

With more than 650 miles per tank, Audi TDI® clean diesel takes you farther than ever before. Drive from New York to Chicago or Dallas to Atlanta, it's all possible on one tank. Going farther has never been more elegant. So you can enjoy driving for 12 hours—on one tank.



2015 TDI® model lineup

With everything TDI® clean diesel has to offer, it's no wonder it's the intelligent choice. It starts with incredible performance, efficiency and a range second to none. It also turns out it could make the world a cleaner place—by cutting emissions by 12%.

[➤ View TDI® model gallery](#)

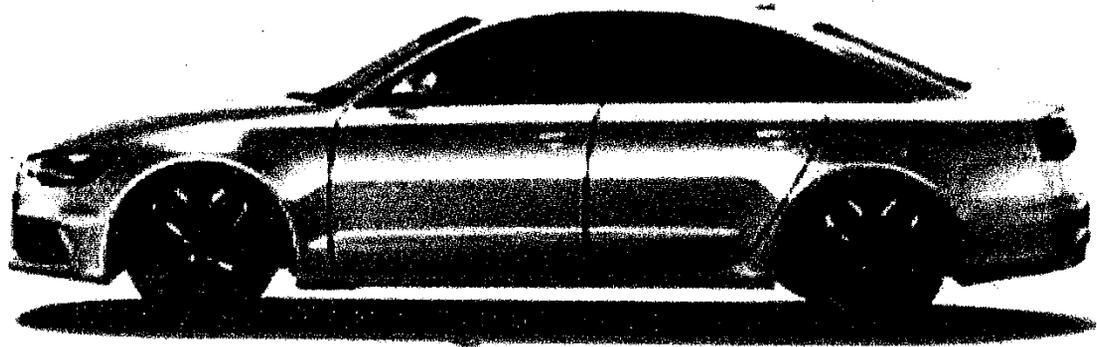


Clean diesel technology explained

Understand how clean diesel technology impacts fuel efficiency and performance, while being a more eco-conscious choice.

> Explore clearly better diesel

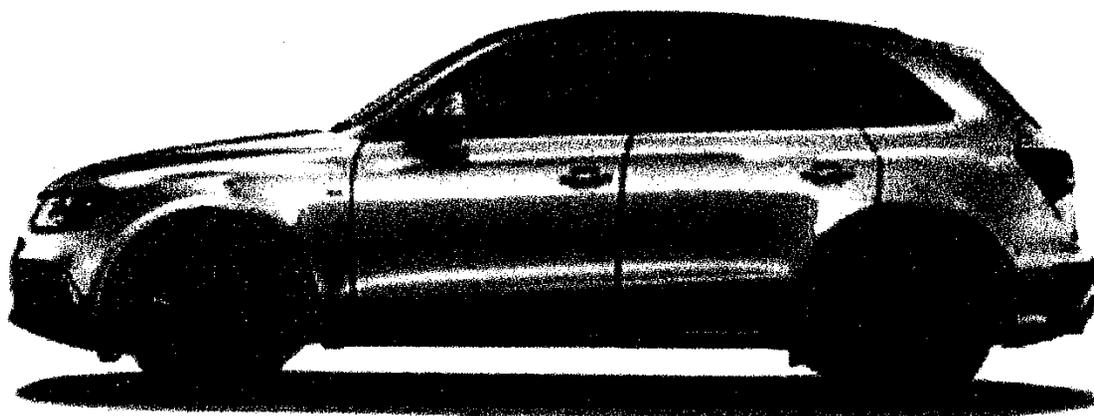
Models of note



A6 TDI®
Starting at \$59,500

Explore





Q5 TDI®
Starting at \$48,100

Explore



More Audi innovation

Explore more truth in engineering.

- › Motorsport
- › Audi TFSI®

- › Audi e-tron®
- › LED technology

*Obey all speed and traffic laws. 2. 24 city/31 highway/27 combined mpg (2014 Q5 TDI® clean diesel with eight-speed Tiptronic® automatic transmission and Audi quattro® all-wheel drive). EPA estimates. Your mileage will vary.

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Brown, Pati@ARB

From: Communications@EPA <CEPAComm@CALEPA.ca.gov>
Sent: Monday, November 23, 2015 10:45 AM
To: [REDACTED]
Subject: FW: VW Emissions Cheating

From: John [REDACTED] [mailto:[REDACTED]]
Sent: Monday, November 23, 2015 7:48 AM
To: Communications@EPA
Subject: VW Emissions Cheating

Please forward this to the person in CA/EPA investigating the VW smog cheating.

Please place the toughest monetary & criminal penalties on Volkswagen for their cheating & multiple lying about their auto diesel emissions. California citizens are very mad about the years of air pollution VW has caused. We hope you bankrupt VW.

John [REDACTED]
Walnut Creek, CA

Sent from [Mail](#)

Brown, Pati@ARB

From: [REDACTED]
Sent: Tuesday, December 01, 2015 8:28 AM
To: ARB (PIO) Public Information Office
Subject: FW: Volkswagen Emissions Resolution Plan

Good morning,

I wondered if you would forward this to the appropriate staff. Thank you.

Andy

From: [REDACTED]
Sent: Wednesday, November 25, 2015 3:54 PM
To: [REDACTED]
Subject: Volkswagen Emissions Resolution Plan

Mr. [REDACTED]

I believe you are one of the Air Resources Board experts reviewing the Volkswagen diesel emissions data and considering how best to resolve this matter. If not, please forward my comments on to someone else in your agency who is involved in those hearings.

My wife and I own a 2010 VW Jetta TDI wagon. As you can imagine, we are watching the Air Resources Board negotiations with VW very closely. Some news reports have indicated that VW may be allowed to resolve this crisis by offering a fair market value payment to owners of "older" VW diesel models like ours. We want to make sure you know that such a settlement is unacceptable to us and would cause financial hardship.

Our 2010 VW is a well maintained, low mileage car without a loan. If the Air Resources Board allows VW to "settle" their case by offering people like us a payment roughly equal to our car's Kelly Blue Book value, we will be put in a position of having to spend thousands of dollars or take out a loan to replace a car that we expected to be able to drive loan-free for quite a few more years.

We hope the Air Resources Board will force VW to offer diesel owners in California a free repair regardless of the year of the illegally designed car. Letting VW buy back these cars would reward them with a boost in new car sales rather than punish them for their actions.

We appreciate your attention to this topic. Thank you. Happy Thanksgiving.

Bill [REDACTED]
[REDACTED]
Elk Grove, CA 95757
Mobile: [REDACTED]
Email: [REDACTED]

From: "Nichols, Mary D. @ARB" <mary.nichols@arb.ca.gov>
Date: January 25, 2016 at 9:11:51 AM PST
To: "Young, Stanley@ARB" <stanley.young@arb.ca.gov>, "Welch, Virgil@ARB" <virgil.welch@arb.ca.gov>, "Corey, Richard@ARB" <richard.corey@arb.ca.gov>
Subject: Fwd: Please stop the VW pollution and fraud

Sent from my iPhone

Begin forwarded message:

From:
Date: January 25, 2016 at 8:18:37 AM PST
To: <mary.nichols@arb.ca.gov>
Cc:
Subject: Please stop the VW pollution and fraud

Hi,

It's the end of January 2016 and no real progress on stopping VW drivers from polluting their own communities with dirty diesel emissions. VW needs to offer

drivers a return plan ASAP. Where is the action to make this happen and clean up our air in California? What is your organization doing to help the actual VW drivers who have been defrauded and victimized by a foreign corporation? VW's assets should be frozen in this country. It's outrageous that they continue to collect my money in the form of lease payments to drive their polluting TDI clean diesel.

Please make a public statement soon and let us know what you're doing to clean up our air today.

Scott
Palo Alto, CA

Vehicle:
2014 JETTA SEDAN 2.0L TDI
VIN