

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

Stacy Zeiders, Calvin Westlund, Maria Lydia Martinez, Jae Young Choi, Amanda DeLong, Brian Cramer, and Scott Worthington v. Volkswagen Group of America, Inc. and Volkswagen AG

Zeiders v. Volkswagen Group of America, Inc., No. 2:24-cv-11197 (BRM) (JSA) (D.N.J. Jan. 8, 2026) · No. 2:24-cv-11197 (BRM) (JSA) · Decided January 8, 2026

SUMMARY

The United States District Court for the District of New Jersey addresses Volkswagen Group of America, Inc.’s motion to dismiss a putative class action concerning alleged excessive oil consumption in certain 2022 and 2023 Volkswagen Tiguan vehicles. The court grants the motion in part and denies it in part, including dismissing nationwide state-law claims to the extent they concern purchasers outside the seven states represented by the named plaintiffs.

CASE DETAILS

COURT	United States District Court for the District of New Jersey
WRITING FOR THE COURT	Brian R. Martinotti
JURISDICTION	United States District Court for the District of New Jersey
DECIDED	January 8, 2026
DOCKET	2:24-cv-11197 (BRM) (JSA)
DISPOSITION	other
PROCEDURAL POSTURE	Putative class action in which Volkswagen Group of America moved to dismiss the consolidated amended complaint under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6).
STANDARD OF REVIEW	For a facial Rule 12(b)(1) challenge, the court construes alleged facts in the plaintiff’s favor and applies a standard comparable to Rule 12(b)(6). Under Rule 12(b)(6), the court accepts well-pleaded factual allegations as true, draws reasonable inferences for the nonmoving party, and asks whether the complaint states a plausible claim for relief. Fraud-based claims are subject to Rule 9(b), although the particularity requirement is relaxed for concealment claims before discovery.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

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standing

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deceptive trade practices

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PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether the named plaintiffs had Article III standing to assert nationwide state-law claims on behalf of putative class members who purchased vehicles outside the seven states represented by the named plaintiffs.
2. Whether the consolidated amended complaint plausibly alleged breach of an express warranty limited to defects in materials or workmanship.
3. Whether the complaint plausibly alleged breach of implied warranty of merchantability under the laws of the relevant states, including whether lack of privity defeated the New York and Illinois claims.
4. Whether the complaint's fraudulent-concealment and negligent-misrepresentation claims were barred by the economic-loss doctrine or failed to plead knowledge, duty, or causation.
5. Whether the state consumer-fraud claims and unjust-enrichment claim were sufficiently pleaded and could be maintained in the alternative.

HOLDINGS

1. The named plaintiffs lacked Article III standing to assert state-law claims on behalf of putative nationwide-class members who purchased vehicles outside Delaware, Pennsylvania, Georgia, Maryland, New York, Illinois, and Minnesota. The nationwide claims were dismissed to that extent.
2. The consolidated amended complaint sufficiently stated an express-warranty claim because it alleged that the piston-ring assemblies were defective due to improper installation or workmanship rather than defective design.
3. The complaint sufficiently stated implied-warranty claims under Delaware, Georgia, Pennsylvania, Maryland, Minnesota, and New York law. The Illinois claim was dismissed as to DeLong because she lacked privity. Choi's New York claim survived because allegations of potentially premature and catastrophic engine failure supported treating the vehicle as a dangerous product for the applicable exception.
4. The economic-loss doctrine barred Zeider's fraudulent-concealment claim and Choi's, Worthington's, and Zeider's negligent-misrepresentation claims, but did not warrant dismissal of the other challenged common-law claims at the pleading stage.
5. The complaint sufficiently pleaded knowledge, duty, and causation for the surviving fraudulent-concealment and negligent-misrepresentation claims. Allegations of prior technical service bulletins, testing, warranty data, complaints, Volkswagen's superior knowledge, and plaintiffs' alleged willingness to pay less or not purchase were sufficient at the pleading stage.

6. The consumer-fraud claims under Delaware, Georgia, Pennsylvania, New York, Maryland, Illinois, and Minnesota law survived the motion to dismiss.
7. The unjust-enrichment claim survived because plaintiffs may plead unjust enrichment in the alternative to express-warranty or contract theories when the claim is based on alleged fraud, improper conduct, disputed contractual obligations, or uncertainty about the agreement's validity or enforceability.

KEY QUOTATIONS

“A plaintiff must ‘demonstrate [Article III] standing for each claim he seeks to press.’” (Section III.A)

“By the very nature of fraudulent concealment, plaintiffs cannot be expected to point to the time, place, and precise substance of what should have been disclosed.” (Section III.B.3.b)

FACTUAL BACKGROUND

Plaintiffs purchased or leased 2022 and 2023 Volkswagen Tiguan vehicles after November 2021 and alleged that the vehicles contained an Oil Consumption Defect caused by improperly installed or insufficiently tensioned piston-ring assemblies. The alleged defect required frequent engine-oil refills and allegedly caused diminished vehicle value, out-of-pocket losses, and concerns about premature or catastrophic engine failure. Plaintiffs alleged Volkswagen knew of the defect through testing, technical service bulletins, warranty data, field reports, and consumer complaints, but failed to disclose it before sale.

PROCEDURAL HISTORY

Zeiders and Westlund filed the initial class action complaint on December 16, 2024. Martinez and Worthington later filed separate class actions, which the Court consolidated on February 11, 2025. Plaintiffs filed a consolidated amended complaint asserting warranty, consumer-protection, fraudulent-concealment, negligent-misrepresentation, and unjust-enrichment claims concerning alleged excessive oil consumption in Volkswagen Tiguan vehicles. The Court granted the motion to dismiss in part and denied it in part.

DISPOSITION

other

CASES CITED

- Phillips v. Cnty. of Allegheny, 515 F.3d 224, 228 (3d Cir. 2008)
- In re Burlington Coat Factory Sec. Litig., 114 F.3d 1410, 1426 (3d Cir. 1997)
- Twombly, 550 U.S. 544, 555, 570 (2007)
- Ashcroft v. Iqbal, 556 U.S. 662, 678–79 (2009)
- Coba v. Ford Motor Co., 932 F.3d 114, 121 (3d Cir. 2019)
- Long v. SEPTA, 903 F.3d 312, 323, 325 (3d Cir. 2018)
- Neale v. Volvo Cars of N. Am., LLC, 794 F.3d 353, 359 (3d Cir. 2015)
- O’Shea v. Littleton, 414 U.S. 488, 494 (1974)

- Lewis v. Casey, 518 U.S. 343, 357 (1996)
- Christopher Mielo v. Steak 'N Shake Operations, Inc., Mielo v. Steak'n Shake Operations, Inc., 897 F.3d 467, 480 (3d Cir. 2018)
- Bracco Diagnostics, Inc. v. Bergen Brunswig Drug Co., 226 F. Supp. 2d 557, 562, 564 (D.N.J. 2002)
- Travelers Indem. Co. v. Dammann & Co., Inc., 594 F.3d 238, 244 (3d Cir. 2010)
- In re Volkswagen Timing Chain Prod. Liab. Litig., 2017 WL 1902160, at *20, *24 (D.N.J. May 8, 2017)
- Tijerina v. Volkswagen Grp. of Am., Inc., 2023 WL 6890996, at *26 (D.N.J. Oct. 19, 2023)
- Shaaya v. Jaguar Land Rover N. Am. LLC, 2022 WL 2341599, at *11 (D.N.J. June 29, 2022)
- Gregg v. Ameriprise Fin., Inc., 245 A.3d 637, 646 (Pa. 2021)
- Sharma v. Gupta, 2022 WL 970544, at *5 (D.N.J. Mar. 31, 2022)

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