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16 *Attorneys for the Plaintiffs*

17 UNITED STATES DISTRICT COURT
18 CENTRAL DISTRICT OF CALIFORNIA

19 ESPERANZA RAMIREZ; JUDY
MURRAY; MICHAEL GRACIANO;
20 ROBERT WYMAN; DIANA
CNOSSEN; JUDY PICKENS; PENNY
21 BROOKS; KIM GENOVESE;
STEPHANIE RENEE CARDEN;
22 MELISSA CAVE; LINDA WRIGHT;
DIANNE HUFF; GARRETT S.
23 MANCIERI; ALPHONSO WRIGHT;
PATRICK HANSEN; JANE
24 MORTELL; BERNADETTE ROMERT;
LISA WEST; ERIK TAYLOR; SARAH
25 HOBBY; MARGUERITE LAMBERT;
BETTY BARNES, WILLIAM
26 ENGLAND, JR.; ROBERT DAIL;
ANTONIA LAVERDIERE, CATHY
27 GUTCHEWSKY; DEMEALLA
STOCCHI; YOLANDA CLAGGION;
28 NORMA LEE NELSON; LAURA
COLE; BLAIR TOMLINSON, D.D.S.;

Case No.

FIRST AMENDED

CLASS ACTION COMPLAINT

**FOR INJUNCTIVE RELIEF,
EQUITABLE RELIEF, AND
DAMAGES**

JURY TRIAL DEMANDED

1 APRIL COUNTS; KIMBERLY SMITH;
2 YOLANDA VALDEZ; PHILIP
3 ZIVNUSKA, D.D.S.; and WILLIAM
4 BERNICK, individually and on behalf of
5 all others similarly situated,

6 Plaintiffs,

7 v.

8 GENERAL MOTORS LLC; GENERAL
9 MOTORS HOLDING, LLC; DELPHI
10 AUTOMOTIVE PLC; and DPH-DAS
11 LLC f/k/a DELPHI AUTOMOTIVE
12 SYSTEMS, LLC,

13 Defendants.

14 NATURE OF CLAIM

15 1. Plaintiffs ESPERANZA RAMIREZ, JUDY MURRAY, MICHAEL
16 GRACIANO, ROBERT WYMAN, DIANA CNOSSEN, JUDY PICKENS,
17 PENNY BROOKS, KIM GENOVESE, STEPHANIE RENEE CARDEN,
18 MELISSA CAVE, LINDA WRIGHT, DIANNE HUFF, GARRETT S.
19 MANCIERI, ALPHONSO WRIGHT, PATRICK HANSEN, JANE MORTELL,
20 BERNADETTE ROMERT, LISA WEST, ERIK TAYLOR, SARAH HOBBY,
21 MARGUERITE LAMBERT, BETTY BARNES, WILLIAM ENGLAND, JR.,
22 ROBERT DAIL, ANTONIA LAVERDIERE, CATHY GUTCHEWSKY,
23 DEMEALLA STOCCHI, YOLANDA CLAGGION, NORMA LEE NELSON,
24 LAURA COLE, BLAIR TOMLINSON, D.D.S., APRIL COUNTS KIMBERLY
25 SMITH, YOLANDA VALDEZ, PHILIP ZIVNUSKA, D.D.S., and WILLIAM
26 BERNICK bring this action for themselves and on behalf of all persons similarly
27 situated who purchased or leased certain vehicles manufactured, distributed, and/or
28 sold by GENERAL MOTORS LLC, GENERAL MOTORS HOLDING, LLC,
GENERAL MOTORS CORPORATION, GENERAL MOTORS COMPANY,
and/or its related subsidiaries, successors, or affiliates (“GM”) with defective
ignition switches manufactured by DELPHI AUTOMOTIVE PLC, DPH-DAS LLC

1 f/k/a DELPHI AUTOMOTIVE SYSTEMS, LLC, and/or its related subsidiaries,
2 successors, or affiliates (“Delphi”), as described below.

3 2. As used in this complaint, the “Defective Vehicles” or “Class
4 Vehicles” refers to the GM vehicles sold in the United States equipped at the time
5 of sale with ignition switches (the “Ignition Switches”) sharing a common, uniform,
6 and defective design, including, but may not be limited to, the following makes and
7 model years:

- 8 • 2005-2010 Chevrolet Cobalt
- 9 • 2006-2011 Chevrolet HHR
- 10 • 2006-2010 Pontiac Solstice
- 11 • 2003-2007 Saturn Ion
- 12 • 2007-2010 Saturn Sky
- 13 • 2005-2010 Pontiac G5

14 3. An estimated 2.6 million vehicles were sold in the United States
15 equipped with the Ignition Switches. Upon information and belief, there are other
16 vehicles sold in the United States equipped with the Ignition Switches that have not
17 yet been disclosed by GM.

18 4. The Ignition Switches in the Class Vehicles turn on the vehicle’s
19 motor engine and main electrical systems when the key is turned to the “run” or
20 “on” position. The Ignition Switches have several common switch points,
21 including “RUN” (or “ON”), “OFF,” and “ACC” (“accessory”). At the “run”
22 position, the vehicle’s motor engine is running and the electrical systems have been
23 activated; at the “accessories” position the motor is turned off, and electrical power
24 is generally only supplied to the vehicle’s entertainment system; and at the “off”
25 position, both the vehicle’s engine and electrical systems are turned off. In most
26 vehicles a driver must intentionally turn the key in the ignition to move to these
27 various positions.

1 5. The ignition switch is not an automotive component that vehicle
2 manufacturers or reasonable consumers expect will deteriorate or break down after
3 normal wear and tear, thereby triggering the need for replacement.

4 6. Delphi, at all times material to this action, manufactured the defective
5 ignition switch system for GM. GM began installing the Delphi-manufactured
6 Ignition Switches beginning in 2002 vehicle models. Upon information and belief,
7 Delphi knew the Ignition Switches were defectively designed and did not meet
8 GM's own design specifications, but nonetheless continued to manufacture and sell
9 the defective Ignition Switches with the knowledge that they would be used in GM
10 vehicles, including the Class Vehicles. Delphi also manufactured the ignition
11 switch system after the 2007 change implemented by GM without reflecting a
12 corresponding change in part number

13 7. Because of defects in their design, the Ignition Switches installed in
14 the Class Vehicles are, by their nature, loose and improperly positioned and are
15 susceptible to failure during normal and expected conditions. The ignition module
16 is located in a position in the vehicle that allows a driver to contact the key ring,
17 and inadvertently switch the ignition position. Due to faulty design and improper
18 positioning, the Ignition Switches can unexpectedly and suddenly move from the
19 "on" or "run" position while the vehicle is in operation to the "off" or "acc"
20 position (the "Ignition Switch Defect"). When this ignition switch failure occurs,
21 the motor engine and certain electrical components such as power-assisted steering
22 and anti-lock brakes are turned off, thereby endangering the vehicle occupants and
23 compromising the safety airbag system.

24 8. The Ignition Switch Defect can occur at any time during normal and
25 proper operation of the Class Vehicles, meaning the ignition can suddenly switch
26 off while it is moving at 70 mph on the freeway, leaving the driver unable to control
27 the vehicle.
28

1 9. GM has acknowledged that the Ignition Switch Defect has caused at
2 least thirteen deaths. GM has refused, however, to disclose the identities of those it
3 counts among these thirteen deaths. Independent safety regulators have recorded
4 303 deaths associated with only the Saturn Ion and Chevrolet Cobalt Class Vehicle
5 models due to the Ignition Switch Defect. The actual number of deaths for all Class
6 Vehicle models is expected to be much higher.

7 10. All persons in the United States who have purchased or leased a Class
8 Vehicle equipped with the Ignition Switches are herein referred to as Class
9 Members (“Class Members”).

10 11. All Class Members were placed at risk by the Ignition Switch Defect
11 from the moment they first drove their vehicles. The Ignition Switch Defect
12 precludes all Class Members from proper and safe use of their vehicles, reduces
13 vehicle occupant protection, and endangers Class Members and other vehicle
14 occupants. However, no Class Members knew, or could reasonably have
15 discovered, the Ignition Switch Defect, prior to it manifesting in a sudden and
16 dangerous failure.

17 12. Upon information and belief, prior to the sale of the Class Vehicles,
18 GM knew of the Ignition Switch Defect through sources such as pre-release design,
19 manufacturing, and field testing data; in-warranty repair data; early consumer
20 complaints made directly to GM, collected by the National Highway Transportation
21 Safety Administration’s Office of Defect Investigation (“NHTSA ODI”) and/or
22 posted on public online vehicle owner forums; field testing done in response to
23 those complaints; aggregate data from GM dealers; and accident data, yet despite
24 this knowledge, GM failed to disclose and actively concealed the Ignition Switch
25 Defect from Class Members and the public, and continued to market and advertise
26 the Class Vehicles as reliable and safe vehicles, which they are not. A reasonable
27 manufacturer would not have sold a vehicle if it contained the Ignition Switch
28 Defect.

1 13. Moreover, reasonable consumers who knew about the Ignition Switch
2 Defect, would not have purchased the Class Vehicles due to the unexpected risk
3 of a sudden and dangerous ignition switch failure that puts them and others at
4 serious risk of injury or death.

5 14. As a result of GM's alleged misconduct, Plaintiffs and Class Members
6 were harmed and suffered actual damages, in that the Class Vehicles are unsafe,
7 unfit for their ordinary and intended use, and have manifested, or are at
8 unreasonable risk of manifesting, the Ignition Switch Defect by way of a sudden
9 and dangerous failure that puts them and others at serious risk of injury or death.
10 Plaintiffs and the Class did not receive the benefit of their bargain as purchasers and
11 lessees, received vehicles that were of a lesser standard, grade, and quality than
12 represented, and did not receive vehicles that met ordinary and reasonable
13 consumer expectations. Class Members did not receive vehicles that would reliably
14 operate with reasonable safety, and that would not place drivers and occupants in
15 danger of encountering an ongoing and undisclosed risk of harm, which could have
16 been avoided, as GM knew but did not disclose, through the use of non-defective
17 ignition parts. A car purchased or leased under the reasonable assumption that it is
18 "safe" as advertised is worth more than a car—such as the Class Vehicles—that is
19 known to contain a safety defect such as the Ignition Switch Defect.

20 15. As a result, all purchasers of the Class Vehicles overpaid for their cars
21 at the time of purchase. Furthermore, GM's public disclosure of the Ignition
22 Switch Defect has further caused the value of the Class Vehicles to materially
23 diminish. Purchasers or lessees of the Class Vehicles paid more, either through a
24 higher purchase price or higher lease payments, than they would have had the
25 Ignition Switch Defect been disclosed.

26 16. Further, and in spite of GM's belated recall of the Class Vehicles,
27 litigation is necessary in order to ensure that Class Members receive full and fair
28 compensation, under the auspices of court order, for their injuries.

1 **PARTIES**

2 **Plaintiffs**

3 ***Laura Cole - Arkansas***

4 17. Plaintiff Laura Cole is a citizen of the state of Arkansas and resides in
5 the city of Piggott. Ms. Cole owns a 2008 G5 Pontiac, which she purchased used in
6 2009 from the Blackwell Baldwin Chevrolet dealership in Poplar Bluff, Missouri.
7 Ms. Cole’s G5 Pontiac was manufactured, sold, distributed, advertised, marketed,
8 and warranted by GM. Ms. Cole purchased her GM vehicle primarily for her
9 personal, family, and household use. Ms. Cole’s daughter is the primary driver of
10 the G5 Pontiac, and keeps the vehicle near the college she attends in Fayetteville,
11 Arkansas. Since hearing of the recalls, Ms. Cole has been diligent and persistent in
12 communicating her concerns with GM dealerships and GM corporate. To date, Ms.
13 Cole has not received a recall notice from GM and has been told by dealerships that
14 her 2008 G5 Pontiac is not included on the ignition recall. Out of concern for her
15 daughter’s safety, Ms. Cole requested an inspection but was told by the dealership
16 that “even if a problem was found, they would not have the parts available to fix it
17 yet.” Ms. Cole is dismayed by GM’s responses and is extremely upset that her
18 daughter’s life continues to be put at risk.

19 ***Melissa Cave - Alabama***

20 18. Plaintiff Melissa Cave is a citizen of the state of Alabama and resides
21 in the town of New Hope. Ms. Cave owns a 2006 Chevrolet Cobalt, which she
22 purchased in 2013 at High Country Toyota in Scottsboro, Alabama. Ms. Cave’s
23 Chevrolet Cobalt was manufactured, sold, distributed, advertised, marketed, and
24 warranted by GM, and bears the Vehicle Identification No.
25 1G1AK55FX67761474. Ms. Cave purchased her GM vehicle primarily for her
26 personal, family, and household use.

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1 ***Esperanza Ramirez - California***

2 19. Plaintiff Esperanza Ramirez is a citizen the state of California and
3 resides in the city of Los Angeles. Ms. Ramirez owns a 2007 Saturn Ion, which she
4 purchased new in 2007 at a dealership. Ms. Ramirez’s Saturn Ion was
5 manufactured, sold, distributed, advertised, marketed, and warranted by GM.
6 Ms. Ramirez purchased her GM vehicle primarily for her personal, family, and
7 household use. Ms. Ramirez has experienced several incidents consistent with the
8 ignition defects at issue.

9 ***Marguerite Lambert – Delaware***

10 20. Plaintiff Marguerite Lambert is a citizen of the state of Delaware and
11 resides in the city of New Castle. Ms. Lambert owns a 2007 Chevrolet HHR,
12 which she purchased used in 2009 in New Castle. Ms. Lambert’s Chevrolet HHR
13 was manufactured, sold, distributed, advertised, marketed, and warranted by GM.
14 Ms. Lambert purchased her GM vehicle primarily for her personal, family, and
15 household use. Ms. Lambert’s continuously experiences difficulties with the
16 ignition of the HHR—*i.e.*, her keys become stuck or the ignition will not start. She
17 is now too frightened to drive her vehicle and was able to trade it for a loaner
18 vehicle from GM.

19 ***Kim Genovese - Florida***

20 21. Plaintiff Kim Genovese is a citizen of the state of Florida and resides
21 in the city of Lantana. Ms. Genovese owns a 2005 Saturn Ion, which she purchased
22 used in 2010 in Boynton Beach, Florida. Ms. Genovese’s Saturn Ion was
23 manufactured, sold, distributed, advertised, marketed, and warranted by GM, and
24 bears Vehicle Identification No. 1G8AJ52F95Z177370. Ms. Genovese purchased
25 her vehicle for personal, family, and household use. Ms. Genovese is now terrified
26 to drive her vehicle even short distances.

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1 ***Robert Dail – Georgia***

2 22. Plaintiff Robert Dail is a citizen of the state of Georgia and resides in
3 the city of Chatsworth. Mr. Dail owns a 2006 Chevrolet Cobalt, which he
4 purchased used from a dealership in Dalton, Georgia in 2013. Mr. Dail’s Chevrolet
5 Cobalt was manufactured, sold, distributed, advertised, marketed, and warranted by
6 GM. Mr. Dail purchased his GM vehicle primarily for his personal, family, and
7 household use. Throughout the course of his ownership of the Cobalt, the ignition
8 continually gave Mr. Dail difficulty. Once he heard of the recall, he contacted his
9 dealer, who told Mr. Dail to park it immediately. Although he was provided a
10 loaner vehicle, Mr. Dail is upset that his Cobalt has now lost value. He purchased a
11 Cobalt because he believed it was safe, reliable, and would last several more years.

12 ***Erik Taylor – Hawaii***

13 23. Plaintiff Erik Taylor owns a 2006 Chevrolet HHR, which he purchased
14 in 2007 at King’s Auto Center in Lihu’e, Hawaii, bearing VIN
15 3GNDA23D66S507275. Mr. Taylor’s Chevrolet HHR was manufactured, sold,
16 distributed, advertised, marketed, and warranted by GM. Mr. Taylor purchased his
17 GM vehicle primarily for his personal, family, and household use.

18 ***Yolanda Valdez - Idaho***

19 24. Plaintiff Yolanda Valdez is a citizen of the state of Idaho and resides in
20 the city of Caldwell. Ms. Valdez owns a 2007 Saturn Ion, which she purchased
21 used in approximately 2009 from a dealership in Boise, Idaho. Ms. Valdez’s Saturn
22 Ion was manufactured, sold, distributed, advertised, marketed, and warranted by
23 GM. Ms. Valdez purchased her GM vehicle primarily for her personal, family, and
24 household use. After becoming aware of the Ignition Switch Defect, Ms. Valdez
25 worried she would experience the defect while driving. She contacted her
26 dealership regarding the recall notice she received and was told replacement parts
27 were not yet available. Ms. Valdez stopped driving her Saturn Ion out of fear and
28 anxiety, and refuses to do so until the recall parts are available. Even with

1 replacement parts, Ms. Valdez believes she will still have major doubts about her
2 Saturn Ion and is not trusting of GM's ability to completely resolve vehicle defects.

3 ***Alphonso Wright – Indiana***

4 25. Plaintiff Alphonso Wright resides is a citizen of Indiana and resides in
5 the city of Fishers. Mr. Wright owns a 2005 Chevrolet Cobalt, which he purchased
6 in 2005 in Indianapolis, Indiana. Mr. Wright's Chevrolet Cobalt was manufactured,
7 sold, distributed, advertised, marketed, and warranted by GM, and bears the
8 Vehicle Identification No. 1G1AL14F657613070. Mr. Wright purchased his GM
9 vehicle primarily for his personal, family, and household use.

10 ***Philip Zivnuska, D.D.S. – Kansas***

11 Plaintiff Philip Zivnuska, DDS is a citizen of the state of Kansas and resides
12 in the city of Valley Center. Mr. Zivnuska owned a 2006 Chevrolet Cobalt, which
13 he purchased new from Conklin Cars dealership in Newton, Kansas. Mr.
14 Zivnuska's Chevrolet Cobalt was manufactured, sold, distributed, advertised,
15 marketed, and warranted by GM. Mr. Zivnuska purchased his GM vehicle
16 primarily for his personal, family, and household use. Throughout the course of his
17 ownership of the Cobalt, Mr. Zivnuska and his family members experienced
18 numerous issues consistent with the Ignition Switch Defect, including, but not
19 limited to total power failure and loss of power steering. Mr. Zivnuska brought the
20 Cobalt into Conklin Cars dealership multiple times to address the issues, but each
21 time he was told that the problem could not be duplicated and that everything was
22 fine. Mr. Zivnuska became so concerned that he eventually filed a complaint with
23 NHTSA in 2007 to document the problems he was experiencing. Mr. Zivnuska is
24 appalled by the amount of people who have also experienced ignition switch issues
25 and is very upset that GM has not been forthcoming to vehicle owners, mechanics,
26 and dealerships.

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1 ***Betty Barnes – Kentucky***

2 26. Plaintiff Betty Barnes is a citizen of the state of Kentucky and resides
3 in the city of Louisville. Ms. Barnes owns a 2006 Chevrolet Cobalt, which she
4 purchased used in Louisville. Ms. Barnes' Chevrolet Cobalt was manufactured,
5 sold, distributed, advertised, marketed, and warranted by GM. Ms. Barnes
6 purchased her GM vehicle primarily for his personal, family, and household use.
7 On or about April of 2013, Ms. Barnes' Cobalt experienced a power failure after
8 driving across bumpy railroad tracks. She contacted GM's 800 number and was
9 told that GM "could not do anything about it." Ms. Barnes ultimately spent \$2,000
10 in repairs, none of which addressed the problem with the Ignition Switch.

11 ***Lisa West – Louisiana***

12 27. Plaintiff Lisa West is a citizen of the state of Louisiana and resides in
13 the city of Baton Rouge. Ms. West owns a 2008 Chevrolet Cobalt, which she
14 purchased in 2010 from All Star Hyundai in Baton Rouge. Ms. West's Chevrolet
15 Cobalt was manufactured, sold, distributed, advertised, marketed, and warranted by
16 GM, and bears the Vehicle Identification No. 1G1AK58F187322923. Ms. West
17 purchased her GM vehicle primarily for her personal, family, and household use.

18 ***Antonia Laverdiere – Massachusetts***

19 28. Plaintiff Antonia Laverdiere is a citizen of the state of Massachusetts
20 and resides in the city of Southbridge. Ms. Laverdiere owns a 2007 Chevrolet
21 Cobalt, which she purchased used in 2010 in Auburn, Massachusetts. Ms.
22 Laverdier's Chevrolet Cobalt was manufactured, sold, distributed, advertised,
23 marketed, and warranted by GM. Ms. Laverdiere purchased her GM vehicle
24 primarily for her personal, family, and household use. Ms. Laverdiere is now
25 anxious and worried to drive her vehicle. She is especially worried that her Cobalt
26 will experience a power failure while one of her children is behind the wheel.

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1 ***Robert Wyman - Maryland***

2 29. Plaintiff Robert Wyman is a citizen of the state of Maryland and
3 resides in the city of Baltimore. Mr. Wyman owns a 2007 Saturn Sky, which he
4 purchased new in 2007 in Owings Mills, Maryland. Mr. Wyman's Saturn Sky was
5 manufactured, sold, distributed, advertised, marketed, and warranted by GM, and
6 bears the Vehicle Identification No. 1G8MG35X47Y124315. Mr. Wyman
7 purchased his GM vehicle primarily for his personal, family, and household use.
8 During the time that he has owned the vehicle, Mr. Wyman's Saturn Sky has
9 experienced power outages, including the sudden loss of power steering.

10 ***Diana Clossen - Michigan***

11 30. Plaintiff Diana Clossen is a citizen the state of Michigan and resides
12 in the city of Grand Rapids. Ms. Clossen owns a 2007 Saturn Sky, which she
13 purchased new in 2007 in Grand Rapids, Michigan. Ms. Clossen's Saturn Sky was
14 manufactured, sold, distributed, advertised, marketed, and warranted by GM, and
15 bears Vehicle Identification No. 1G8AW15F97Z164112. Ms. Clossen purchased
16 her vehicle primarily for her personal, family, and household use.

17 ***William England, Jr. – Minnesota***

18 31. Plaintiff William England, Jr. is a citizen of the state of Minnesota and
19 resides in the city of Merrifield. Mr. England owns a 2003 Saturn Ion, which he
20 purchased used in 2013 from a dealership in Baxter, Minnesota. Mr. England
21 Chevrolet Cobalt was manufactured, sold, distributed, advertised, marketed, and
22 warranted by GM. Mr. England purchased his GM vehicle primarily for his
23 personal, family, and household use. After experiencing numerous ignition issues,
24 Mr. England took the vehicle to a mechanic, who ultimately could not determine
25 the source of the problem. At a loss, Mr. England replaced the battery. The vehicle
26 experienced a power failure the following day. Mr. England took it back to the
27 mechanic, who could not determine the source of the power failure. Mr. England is
28 very concerned about the reliability of his car, and he fears that a power failure will

1 occur as he is traveling through a remote area near his home in Merrifield.

2 ***Linda Wright - Mississippi***

3 32. Linda Wright is a citizen of the state of Mississippi and resides in the
4 city of Greenwood. Ms. Wright owns a 2007 Chevrolet Cobalt, which she
5 purchased on July 8, 2013, at CR Cars LLC, in Greenwood, Mississippi.
6 Ms. Wright's Cobalt was manufactured, sold, distributed, advertised, marketed, and
7 warranted by GM, and bears the Vehicle Identification No. 1G1A155F777149442.
8 Ms. Wright purchased her GM vehicle primarily for her personal, family, and
9 household use.

10 ***Kimberly Smith - Missouri***

11 33. Kimberly Smith is a citizen of the state of Missouri and resides in the
12 city of St. Louis. Ms. Smith owns a 2006 Saturn Ion, which she purchased used
13 from a dealership in St. Charles, Missouri in 2013. Ms. Smith's Saturn Ion was
14 manufactured, sold, distributed, advertised, marketed, and warranted by GM. Ms.
15 Smith purchased her GM vehicle primarily for her personal, family, and household
16 use. Now that she is aware of the Ignition Switch Defect, Ms. Smith is terrified to
17 drive her vehicle. She was able to obtain a loaner vehicle while she waits for GM
18 to fix the defective Ignition Switch, but she does not trust that GM will actually
19 repair the defect. Ms. Smith wonders, "How can I trust them when they lied
20 before?"

21 ***April Counts - Montana***

22 34. Plaintiff April Counts is a citizen of the state of Montana and resides in
23 the city of Billings. Ms. Counts owns a 2003 Saturn Ion, which she purchased used
24 in approximately July of 2013 from Randash Auto Center in Billings, Montana.
25 Ms. Counts's Saturn Ion was manufactured, sold, distributed, advertised, marketed,
26 and warranted by GM, and bears the Vehicle Identification No.
27 1G8AG52F23Z148062. Ms. Counts purchased her GM vehicle primarily for her
28 personal, family, and household use. After receiving a recall notice, Ms. Counts

1 took her Saturn Ion in to Denny Menholt Chevrolet in Billings, Montana. The
2 dealership informed her that they did not have the recall parts available to fix the
3 defect. The Saturn Ion is Ms. Counts's only means of transportation, and she needs
4 to drive long distances on a regular basis to assist a friend. Ms. Counts is extremely
5 upset that she is placed in imminent danger every time she gets in her vehicle.

6 ***Cathy Gutchewsky – Nebraska***

7 35. Plaintiff Cathy Gutchewsky is a citizen of the state of Nebraska and
8 resides in the city of Omaha. Ms. Gutchewsky owns a 2006 Chevrolet Cobalt,
9 which she purchased used in January 2014 from a dealership in Omaha. Ms.
10 Gutchewsky's Chevrolet Cobalt was manufactured, sold, distributed, advertised,
11 marketed, and warranted by GM. Ms. Gutchewsky purchased her GM vehicle
12 primarily for her son's personal, family, and household use. The vehicle has twice
13 experienced a power failure since Ms. Gutchewsky purchased it, and she is
14 incredibly fearful that her son will be involved in an accident. Because he is not yet
15 21, however, GM refuses to provide Ms. Gutchewsky a loaner vehicle to replace
16 her Cobalt.

17 ***Demealla Stocchi – Nevada***

18 36. Plaintiff Demealla Stocchi is a citizen of the state of Nevada and
19 resides in the city of North Las Vegas. Ms. Stocchi owns a 2005 Chevrolet Cobalt,
20 which she purchased used from a dealership in Las Vegas, Nevada, in 2009. Ms.
21 Stocchi's Chevrolet Cobalt was manufactured, sold, distributed, advertised,
22 marketed, and warranted by GM. Ms. Stocchi purchased her GM vehicle primarily
23 for her personal, family, and household use. Ms. Stocchi's Cobalt was experienced
24 power failure on a number of occasions, which prompted her to see a mechanic in
25 an attempt to repair the vehicle. Not knowing that GM's Cobalt vehicles contained
26 the Ignition Switch Defect, the mechanic was unable to determine the source of the
27 power failure. Because it is her only means of transportation, Ms. Stocchi
28 continues to drive her Cobalt. If she could afford to replace it, she would do so.

1 ***Bernadette Romero – New Mexico***

2 37. Plaintiff Bernadette Romero resides is a citizen of the state of New
3 Mexico and resides in the city of Santa Fe. Ms. Romero owns a 2007 Chevrolet
4 Cobalt, which she purchased in 2007 at Casa Chevrolet in Albuquerque, New
5 Mexico. Ms. Romero’s Chevrolet Cobalt was manufactured, sold, distributed,
6 advertised, marketed, and warranted by GM, and bears the Vehicle Identification
7 No. 1G1AL55F877338892. Ms. Romero purchased her GM vehicle primarily for
8 her personal, family, and household use.

9 ***Yolanda Claggion – North Carolina***

10 38. Plaintiff Yolanda Claggion is a citizen of the state of North Carolina
11 and resides in the city of Fayetteville. Ms. Claggion owns a 2007 Chevrolet Cobalt,
12 which she purchased used in May of 2013 from a dealership in Salisbury, North
13 Carolina. Ms. Claggion’s Chevrolet Cobalt was manufactured, sold, distributed,
14 advertised, marketed, and warranted by GM. Ms. Claggion purchased her GM
15 vehicle primarily for her personal, family, and household use. While driving, the
16 steering wheel of Ms. Claggion’s Cobalt has become unresponsive, and she at times
17 cannot turn the vehicle off. As recently as April 3, 2014, Ms. Claggion was tapping
18 the steering wheel along to music and the vehicle’s power shut down. Ms.
19 Claggion cannot afford a replacement vehicle. She went to the dealership to obtain
20 a loaner, but they told her that they could not provide her with one until they ran a
21 diagnostic test, which costs \$89. Ms. Claggion intended to take her grandchildren
22 hunting for Easter eggs this weekend, but refuses to put their safety at risk. She is
23 also scheduled to drive to Virginia for her daughter’s wedding at the end of the
24 month and is now terrified to make the trip.

25 ***William Bernick - Oregon***

26 39. Plaintiff William Bernick is a citizen of the state of Oregon and resides
27 in the city of Grants Pass. Mr. Bernick owns a 2005 Chevrolet Cobalt, which he
28 purchased used in approximately 2007 from a dealership in Oregon. Mr. Bernick’s

1 Chevrolet Cobalt was manufactured, sold, distributed, advertised, marketed, and
2 warranted by GM. Mr. Bernick purchased his GM vehicle primarily for his
3 personal, family, and household use. During the time he has owned the vehicle,
4 Mr. Bernick has experienced power outages and difficulties with the ignition – *i.e.*,
5 keys becoming stuck in the ignition, inability to shift gears, inability to start the
6 ignition, and transmission default. Mr. Bernick is very concerned about the ignition
7 defect and is disappointed in the way GM has handled the recalls. He wants to see
8 GM held accountable for putting lives at risk for so long.

9 ***Judy Pickens - Pennsylvania***

10 40. Plaintiff Judy Pickens is a citizen of the state of Pennsylvania and
11 resides in the city of Beaver Falls. Ms. Pickens owns a 2007 Chevy Cobalt, which
12 she purchased used in Pennsylvania. Ms. Pickens’s Chevy Cobalt was
13 manufactured, sold, distributed, advertised, marketed, and warranted by GM.
14 Ms. Pickens purchased her vehicle primarily for her personal, family, and
15 household use.

16 ***Garrett S. Mancieri – Rhode Island***

17 41. Plaintiff, Garrett S. Mancieri, is a citizen of the state of Rhode Island
18 and resides in the city of Woonsocket. Plaintiff owns a 2007 Pontiac G5, which he
19 purchased new in 2006 in Woonsocket, Rhode Island. Mr. Mancieri’s Chevy Cobalt
20 was manufactured, sold, distributed, advertised, marketed, and warranted by GM,
21 and bears the Vehicle Identification No. 1G2AL15F37719380. Mr. Mancieri
22 purchased his GM vehicle primarily for his personal, family, and household use.
23 Mr. Mancieri received a safety recall notice from Defendant pertaining to his
24 vehicle in March 2014.

25 ***Sarah Hobby – South Carolina***

26 42. Plaintiff Sarah Hobby is a citizen of South Carolina and resides in the
27 city of Conway. Ms. Hobby owns a 2005 Chevrolet Cobalt, which she purchased
28 in 2012 from a private seller, bearing VIN 1G1AL52F057557024. Ms. Hobby’s

1 Chevrolet Cobalt was manufactured, sold, distributed, advertised, marketed, and
2 warranted by GM. Ms. Hobby purchased her GM vehicle primarily for her
3 personal, family, and household use.

4 ***Norma Lee Nelson – South Dakota***

5 43. Plaintiff Norma Lee Nelson is a citizen of the state of South Dakota
6 and resides in the city of Watertown. Ms. Nelson owns a 2007 Chevrolet Cobalt,
7 which she purchased used in September 2007 from a dealership in Watertown,
8 South Dakota. Ms. Nelson's Chevrolet Cobalt was manufactured, sold, distributed,
9 advertised, marketed, and warranted by GM. Ms. Nelson purchased her GM
10 vehicle primarily for her personal, family, and household use. She has experienced
11 numerous ignition problems with the vehicle, and at times it requires significant
12 force to turn the steering wheel. Ms. Nelson has removed all of the keys from her
13 keychain, but remains nervous about driving the car.

14 ***Penny Brooks - Tennessee***

15 44. Plaintiff Penny Brooks is a citizen of the state of Tennessee and
16 resides in the city of Kingsport. Ms. Brooks owns a 2005 Chevy Cobalt, which she
17 purchased used in Surgoinsville, Tennessee. Ms. Brooks's Chevy Cobalt was
18 manufactured, sold, distributed, advertised, marketed, and warranted by GM, and
19 bears the Vehicle Identification No. 1G1AK52S157566429. Ms. Brooks purchased
20 her vehicle primarily for personal, family, and household use. Ms. Brooks has
21 experienced power outages while driving her vehicle.

22 ***Michael Graciano - Texas***

23 45. Plaintiff Michael Graciano is a citizen of the state of Texas and resides
24 in the city of Arlington. Mr. Graciano owns a 2007 Chevrolet Cobalt, which was
25 purchased used in 2011 from a dealership in Arlington, Texas. Mr. Graciano's
26 Saturn Ion was manufactured, sold, distributed, advertised, marketed, and
27 warranted by GM. Mr. Graciano purchased his GM vehicle primarily for his
28 personal, family, and household use. Mr. Graciano received a safety recall notice

1 from Defendant pertaining to his vehicle in March 2014. Mr. Graciano's fiancé and
2 her daughter, who primarily use the vehicle, are now afraid to drive the vehicle.

3 ***Judy Murray - Texas***

4 46. Plaintiff Judy Murray is a citizen of the state of Texas and resides in
5 the city of Memphis. Ms. Murray owns a 2006 Saturn Ion, which was purchased in
6 2006 at the Saturn dealership in Amarillo, Texas. Ms. Murray's Saturn Ion was
7 manufactured, sold, distributed, advertised, marketed, and warranted by GM.
8 Ms. Murray purchased her GM vehicle primarily for her personal, family, and
9 household use. Ms. Murray has experienced several incidents consistent with the
10 ignition defects at issue.

11 ***Blair Tomlinson, D.D.S. - Utah***

12 47. Plaintiff Blair Tomlinson, D.D.S. is a citizen of the state of Utah and
13 resides in the city of Kaysville. Mr. Tomlinson owns a 2005 Chevrolet Cobalt,
14 which he purchased from Murdock Chevrolet in Bountiful, Utah. Mr. Tomlinson's
15 Chevrolet Cobalt was manufactured, sold, distributed, advertised, marketed, and
16 warranted by GM, and bears the Vehicle Identification No. 1G1AK52F657544118.
17 Mr. Tomlinson purchased his GM vehicle primarily for her personal, family, and
18 household use. Throughout the course of his ownership of the Cobalt, Mr.
19 Tomlinson and his family members have experienced various issues consistent with
20 the Ignition Switch Defect. In one particular incident, Mr. Tomlinson's daughter
21 was driving on the highway in Logan, Utah, when she accidentally bumped the
22 ignition switch with her knee and the vehicle lost power. She was able to get the
23 vehicle safely to the side of the road, but was terrified by the incident. After
24 hearing about the recall in the news in March 2014, Mr. Tomlinson immediately
25 took his Cobalt in to Young Chevrolet in Layton, Utah to address the issue.
26 However, the dealership informed him they did not have the recall parts available to
27 fix the defect. Mr. Tomlinson continues to be concerned about the defects in his
28 Cobalt and the safety of his family.

1 ***Patrick Hansen – Virginia***

2 48. Plaintiff Patrick Hansen is a citizen of the state of Virginia and resides
3 in the city of Newport News. Mr. Hansen owns a 2006 Chevrolet Cobalt, which he
4 purchased used in 2012. Mr. Hansen's Chevrolet Cobalt was manufactured, sold,
5 distributed, advertised, marketed, and warranted by GM. Mr. Hansen purchased the
6 vehicle primarily for his personal, family, and household use. Mr. Hansen's Cobalt
7 has experienced unexpected failure on multiple occasions. He is now afraid to
8 drive the vehicle and will not allow his wife to drive it for fear of placing her in
9 harm's way.

10 ***Jane Mortell – Washington***

11 49. Plaintiff Jane Mortell is a citizen of the state of Washington and
12 resides in the city of Seattle. Ms. Mortell owns a 2005 Saturn Ion, which she
13 purchased new in Lynwood, Washington. Ms. Mortell's Saturn Ion was
14 manufactured, sold, distributed, advertised, marketed, and warranted by GM.
15 Ms. Mortell purchased the vehicle primarily for her personal, family, and household
16 use. Ms. Mortell's Ion has experienced unexpected failure on multiple occasions.
17 In an attempt to correct this issue, Ms. Mortell took her vehicle to a local mechanic,
18 who was unable to determine the cause of her power failures. Ms. Mortell
19 needlessly incurred fees of almost \$2,000 attempting to fix the source of her power
20 failures.

21 ***Stephanie Renee Carden – West Virginia***

22 50. Plaintiff Stephanie Renee Carden is a citizen of the state of West
23 Virginia and resides in the city of Huntington. Ms. Carden owns a 2004 Saturn Ion
24 2, which she purchased new on July 22, 2004, at Saturn of Hurricane at Hurricane,
25 West Virginia. Ms. Carden's Saturn Ion 2 was manufactured, sold, distributed,
26 advertised, marketed, and warranted by GM, and bears the Vehicle Identification
27 No. 1G8AZ52F64Z219453. Ms. Carden purchased the GM vehicle primarily for
28

1 her personal, family and household use. Ms. Carden has experienced manifestation
2 of the defect on more than one occasion.

3 ***Dianne Huff - Wisconsin***

4 51. Plaintiff Dianne Huff is a citizen of the state of Wisconsin and resides
5 in the city of Milwaukee. Ms. Huff owns a 2007 Chevy Cobalt, which she
6 purchased used in 2009 in Milwaukee, Wisconsin. Ms. Huff's Chevy Cobalt was
7 manufactured, sold, distributed, advertised, marketed, and warranted by GM.
8 Ms. Huff purchased her GM vehicle primarily for her personal, family, and
9 household use. Recently, Ms. Huff experienced power failures while driving akin
10 to those described by GM in its recall. Ms. Huff then sought the advice of a
11 mechanic, who recommended she replace the engine. In light of the recall, and the
12 similarity of Ms. Huff's vehicle problems to those exhibited in faulty GM vehicles,
13 Ms. Huff is skeptical that her engine (rather than the ignition switch) must be
14 replaced. She is nonetheless anxious each time she drives that her vehicle's power
15 will fail.

16 **Defendants**

17 52. General Motors Corporation was a Delaware corporation with its
18 headquarters in Detroit, Michigan. The Corporation through its various entities
19 designed, manufactured, marketed, distributed and sold Pontiac, Saturn, Chevrolet
20 and other brand automobiles in Alabama, Arkansas, California, Delaware, Florida,
21 Georgia, Hawaii, Idaho, Indiana, Kansas, Kentucky, Louisiana, Maryland,
22 Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska,
23 Nevada, New Mexico, North Carolina, Oregon, Pennsylvania, Rhode Island, South
24 Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, West
25 Virginia, Wisconsin and multiple other locations in the United States and
26 worldwide.

1 53. In 2009, General Motors Corporation filed for bankruptcy, and
2 substantially all of its assets were sold pursuant to a Master Sales and Purchase
3 Agreement (“Agreement”) to General Motors LLC.

4 54. Under the Agreement, General Motors LLC also expressly assumed
5 certain liabilities of General Motors Corporation, including certain statutory
6 requirements:

7 From and after the Closing, Purchaser [GM] shall comply
8 with the certification, reporting and recall requirements of
9 the National Traffic and Motor Vehicle Safety Act, the
10 Transportation Recall Enhancement, Accountability and
11 Documentation Act, the Clean Air Act, the California
12 Health and Safety Code and similar Laws, in each case, to
13 the extent applicable in respect of vehicles and vehicle
14 parts manufactured or distributed by Seller.

15 In addition, General Motors LLC expressly set forth that it:

16 shall be responsible for the administration, management
17 and payment of all Liabilities arising under (i) express
18 written warranties of Sellers [General Motors
19 Corporation] that are specifically identified as warranties
20 and delivered in connection with the sale of new, certified
21 used or pre-owned vehicles or new or remanufactured
22 motor vehicle parts and equipment (including service
23 parts, accessories, engines and transmissions)
24 manufactured or sold by Sellers or Purchaser prior to or
25 after the Closing and (ii) Lemon Laws.

26 55. General Motors LLC is a Delaware corporation with its headquarters
27 in Detroit, Michigan. General Motors LLC is registered with the California
28 Department of Corporations to conduct business in California. Post-bankruptcy,

1 General Motors LLC discontinued certain vehicle brands, including Pontiac and
2 Saturn.

3 56. At all times relevant herein, General Motors Corporation and its
4 successor in interest General Motors LLC were engaged in the business of
5 designing, manufacturing, constructing, assembling, marketing, warranting,
6 distributing, selling, leasing, and servicing automobiles, including the Class
7 Vehicles, and other motor vehicles and motor vehicle components throughout the
8 United States.

9 57. Defendant Delphi Automotive PLC (“Delphi”) is headquartered in
10 Gillingham, Kent, United Kingdom, and is the parent company of Delphi
11 Automotive Systems LLC, which is headquartered in Troy, Michigan.

12 58. Delphi began as a wholly-owned subsidiary of General Motors
13 Corporation, until it was launched as an independent publicly-held corporation in
14 1999.

15 59. In 2005, Delphi declared Chapter 11 bankruptcy. After emerging from
16 bankruptcy in 2009, GM purchased certain Delphi assets, including Delphi’s
17 steering assets, and four Delphi plants to assist with its post-bankruptcy
18 restructuring. In 2011, GM finally ended its ownership interest in Delphi by selling
19 back the assets.

20 60. At all times relevant herein, Delphi, through its various entities,
21 designed, manufactured, and supplied GM with motor vehicle components,
22 including the subject ignition switches.

23 61. GM and Delphi are collectively referred to in this Complaint as
24 “Defendants.”

25 **JURISDICTION AND VENUE**

26 62. Jurisdiction is proper in this Court pursuant to the Class Action
27 Fairness Act, 28 U.S.C. § 1332(d), because members of the proposed Plaintiff Class
28

1 are citizens of states different from Defendants' home states, and the aggregate
2 amount in controversy well exceeds \$5,000,000, exclusive of interest and costs.

3 63. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a) because
4 a substantial part of the events or omissions giving rise to these claims occurred in
5 this district, and GM has caused harm to class members residing in this District.

6 **FACTUAL BACKGROUND**

7 ***The Defective Vehicles***

8 64. The Saturn Ion was a compact car first introduced in 2002 for the 2003
9 model year, and was discontinued in 2007.

10 65. The Chevrolet Cobalt was a compact car first introduced in 2004 for
11 the 2005 model year, and was discontinued in 2010.

12 66. The Pontiac G5 was first introduced in 2004 for the 2005 model year,
13 and was discontinued in 2009. The coupe and four-door sedan version of the G5
14 was marketed in Canada from 2005 to 2010, but is not a vehicle at issue in this
15 action.

16 67. The Chevrolet HHR was a compact car first introduced in 2005 for the
17 2006 model year, and was discontinued in 2011.

18 68. The Pontiac Solstice was a sports car first introduced in 2005 for the
19 2006 model year, and was discontinued in 2009.

20 69. The Saturn Sky was first introduced in 2006 for the 2007 model year,
21 and was discontinued in 2009.

22 70. The Saturn Ion, Pontiac G5, Chevrolet HHR, and Chevrolet Cobalt
23 were constructed on GM's Delta Platform.

24 71. The Saturn Sky and Pontiac Solstice were constructed on GM's Kappa
25 Platform.

26 72. Upon information and belief, GM promoted these Class Vehicles as
27 safe and reliable in numerous uniform, standardized, widely and continuously
28 disseminated marketing and advertising materials.

1 73. No reasonable consumer expects that the vehicle that he or she
2 purchases or leases contains a known but undisclosed design defect that poses a
3 safety risk at the time of purchase or lease. No reasonable consumer would have
4 purchased or leased a vehicle equipped with the Ignition Switch Defect at the
5 purchase or lease price paid.

6 ***GM Field Reports and Internal Testing Reveal a Problem***

7 74. In 2001, GM engineers designed two different ignition switch models
8 in 2001 for the Saturn Ion and Chevrolet. GM ultimately selected the cheaper,
9 smaller model for production.

10 75. That same year, during pre-production of the 2003 Saturn Ion, GM
11 engineers learned that the ignition switch could unintentionally move from the
12 “run” position to the “accessory” or “off” position. In an internal report generated
13 at the time, GM identified the cause of the problem as “low detent plunger force.”
14 The “detent” is part of the ignition switch’s inner workings that keeps the switch
15 from rotating from one setting to another unless the driver turns the key. The report
16 stated that than an “ignition switch design change” was believed to have resolved
17 the problem.

18 76. In early 2002, Delphi informed GM that the ignition switch did not
19 meet GM’s design standards. According to Delphi, GM’s original torque
20 specifications called for a range of 15 to 20 Newton-centimeters. Testing of the
21 original switch in 2002, however, showed only a range of 4 to 10 Newton-
22 centimeters in most cases. According to Delphi, the torque requirements were
23 intended to ensure that there was sufficient rotational force to keep the switch in the
24 “run” position.

25 77. At that time, a replacement switch would have cost less than \$1 to
26 produce.
27
28

1 78. In order to replace the switch to ensure that it met specifications, GM
2 would have been forced to delay its release of the Saturn Ion. GM was unwilling to
3 delay the Ion and proceeded to manufacture the vehicles with switches that it knew
4 did not meet its specifications.

5 79. In 2003, a second report documented an incident with a Saturn Ion
6 where “a service technician observed a stall while driving.” There the technician
7 noted that the owner had several keys on the key ring and surmised that the “weight
8 of the keys had worn out the ignition switch” and replaced the switch and closed the
9 matter.

10 80. GM engineers encountered the problem again in 2004 just prior to the
11 launch of the 2005 Chevrolet Cobalt. GM learned of an incident in which a Cobalt
12 vehicle suddenly switched out of the “run” position and lost engine power. GM
13 engineers were able to replicate this problem during test drives of the Cobalt.
14 According to GM, an engineering inquiry known as a Problem Resolution Tracking
15 System (“PRTS”) was able to pinpoint the problem and evaluate a number of
16 solutions; however, after considering “lead time, required, cost, and effectiveness,”
17 GM decided to do nothing.

18 81. After the Chevrolet Cobalt entered the market in 2004, GM began
19 receiving complaints about incidents of sudden loss of engine power. GM
20 engineers determined that the low torque in the ignition switch could cause the key
21 to move from the “run” to the “accessory” or “off” position under ordinary driving
22 conditions with normal key chains because “detent efforts on ignition switch are too
23 low, allowing key to be cycled to off position inadvertently.” Specifically, in
24 February 2005, GM engineers concluded that “there are two main reasons that we
25 believe can cause a lower effort in turning the key: a lower torque detent in the
26 ignition switch . . . [and a] low position of the lock module [on] the [steering]
27 column.”
28

1 82. Additional PRTS's were opened to investigate the problem, and in
2 May 2005, GM engineers proposed redesigning the key head from a "slotted" to a
3 "hole" configuration to prevent inadvertent shifting of the key in the ignition.
4 Although GM initially approved the design, the company once again declined to
5 act.

6 83. In testimony April 1, 2014, before the House Committee on Energy
7 and Commerce, GM CEO Mary Barra explained that the proposed "fix" for the
8 Ignition Switch Defect was rejected in 2005 because it would have taken too long
9 and cost too much. Ms. Barra testified that GM's decision making was the product
10 of a "cost culture" versus a "culture that focuses on safety and quality."

11 84. In a recent interview with the Detroit News, John Henke, who has
12 tracked relations between suppliers and automakers since 1992, echoed this
13 sentiment, stating that in the years 2002 to 2007, GM was "so cost-oriented; price
14 took precedence over quality."

15 85. In April 2006, GM finally approved a design change for the Chevrolet
16 Cobalt's ignition switch, as proposed by the supplier Delphi. According to GM, the
17 changes included a new detent plunger and spring, but there was no corresponding
18 change in the ignition switch part number. GM estimates that Delphi began
19 producing the redesigned ignition switch for all Subject Vehicles during the 2007
20 model year.

21 86. Delphi assigned its newly designed switch the same part number
22 assigned to the faulty ignition switch. Upon information and belief, Delphi's action
23 was intended to make it difficult to trace the defective switch back to its original
24 design in 2001.

25 87. After another PRTS in 2009, GM redesigned the Chevrolet Cobalt key,
26 changing the top of the key from a "slot" design to a "hole" design—as had been
27 suggested in 2005. GM instituted the change after finding that consumers "with
28 substantially weighted key chains/additional keys hanging from ignition key have

1 experienced accidental ignition shut-off” and the design change was intended to
2 “significantly reduce downward force and the likelihood of this occurrence.” The
3 new key design was produced for 2010 model year.

4 88. According to Delphi, the component required to fix the Ignition Switch
5 Defect costs approximately \$1. GM management estimated that replacement
6 components would cost an additional 90 cents per vehicle, but would only save 10
7 to 15 cents in warranty costs.

8 89. GM also now acknowledges that Field Product Reports and PRTS
9 reports related to the Subject Vehicles from 2003 and 2006 concerned engine
10 stalling in the Saturn Ion and may be related to the Ignition Switch Defect.

11 ***GM Issues Information Service Bulletins***

12 90. In 2005, as a result of internal investigation, GM issued an Information
13 Service Bulletin entitled the “Information on Inadvertent Turning of Key Cylinder,
14 Loss of Electrical System and No DTCs” (#05-02-35-007) to GM dealers warning
15 about a stalling problem related to inadvertent shifting of the ignition switch. The
16 bulletin applied to 2005 and 2006 Chevrolet Cobalt, 2006 Chevrolet HHR, 2005
17 and 2006 Pontiac Pursuit (Canada only), 2006 Pontiac Solstice, and 2003 to 2006
18 Saturn Ion, which all had the same ignition switch.

19 91. The bulletin advised that “[t]here is potential for the driver to
20 inadvertently turn off the ignition due to low ignition key cylinder torque/effort,”
21 noting that risk was greater “if the driver is short and has a large and/or heavy key
22 chain” such that “the driver’s knee would contact the key chain while the vehicle
23 was turning.” GM dealers were told to inform consumers of this risk, and
24 recommend “removing unessential items from their key chain.” The bulletin also
25 informed dealers that GM had developed an insert for the key ring so that “the key
26 ring cannot move up and down in the slot any longer – it can only rotate on the
27 hole” and that the key ring has been replaced by a smaller design such that “the
28 keys [will] not hang[] as low as in the past.”

1 92. On July 19, 2005, the New York Times reported that Chevrolet dealers
2 were telling Cobalt owners to remove extra items from their key rings to prevent
3 accidental stalling of their vehicles. Alan Adler, GM’s Manager for Safety
4 Communications, stated that the problem manifested in only “rare cases when a
5 combination of factors is present.” Adler advised that consumers “can virtually
6 eliminate this possibility by taking several steps, including removing nonessential
7 material from their key rings.”

8 93. The Times reporter noted that his wife had already encountered the
9 problem with the Chevrolet Cobalt: she was driving on a freeway, accidentally
10 bumped the steering column with her knee, and found the engine “just went dead.”
11 She was able to safely coast to the side of the road. When the vehicle was brought
12 back to the Chevrolet dealer for an inspection, nothing was found wrong and they
13 were advised of the service bulletin. The reporter stated that the key chain being
14 used at the time of the stalling incident was provided by GM, and included only the
15 key fob and a tag.

16 94. GM, in a statement at the time through Adler, insisted that this
17 problem was not a safety issue because “[w]hen this happens, the Cobalt is still
18 controllable” and the “engine can be restarted after shifting to neutral.” Adler also
19 claimed that this ignition issue was widespread because “practically any vehicle can
20 have power to a running engine cut off by inadvertently bumping the ignition....”

21 95. In October 2006, GM updated the Information Service Bulletin,
22 “Information on Inadvertent Turning of Key Cylinder, Loss of Electrical System
23 and No DTCs” (#05-02-35-007A) to include additional vehicles and model years.
24 Specifically, GM included the 2007 Chevrolet Cobalt, the 2007 Chevrolet HHR, the
25 2007 Pontiac G5, the 2007 Pontiac Solstice, the 2007 Saturn Ion, and the 2007
26 Saturn Sky. The updated bulletin included the same service advisories to GM
27 dealers as the earlier version.
28

1 96. According to GM, the service bulletin was the appropriate response
2 “given that the car’s steering and braking systems remained operational even after a
3 loss of engine power.” GM reports that GM dealers provided 474 key inserts to GM
4 vehicle owners who brought their vehicles in for servicing.

5 ***Reports of Unintended Engine Shut Down***

6 97. A number of reports from warranty and technical assistance data
7 beginning in 2003, “addressed complaints of stalling Ion vehicles.” Despite these
8 reports, the Saturn Ion remained in production until 2007.

9 98. On May 26, 2005, a reporter for The Daily Item in Sunbury,
10 Pennsylvania reviewed the Chevrolet Cobalt and found that during his test drives of
11 the vehicle there were “[u]nplanned engine shutdowns [that] happened four times
12 during a hard-driving test week” with the vehicle.

13 ***Crash Reports and Data***

14 99. The Defendants knew of the Ignition Switch Defect and its deadly
15 consequences for consumers, but concealed that information from safety regulators
16 and the public.

17 100. National Highway Traffic Safety Administration (NHTSA) data shows
18 that there were three fatal car crashes involving Saturn Ions due to a failure of the
19 airbag to deploy prior to July 2005.

20 101. In July 2005, a sixteen-year old was killed when her 2005 Chevrolet
21 Cobalt crashed with the ignition switch in the accessory mode, which disabled the
22 airbag.

23 102. In 2006, there were at least two fatalities associated with a Chevy
24 Cobalt crash. Information from the car’s data recorder indicated that the ignition
25 switch was in “accessory” instead of run, and the front airbags failed to deploy.

26 103. In 2007, GM reviewed available sensor data from nine front-impact
27 Cobalt crashes where the airbags did not deploy. GM discovered that in four of the
28

1 crashes, the ignition was in the “accessory position.” Crash information for the
2 other Subject Vehicles was not reviewed.

3 104. In 2007, NHTSA’s early warning division reviewed available data
4 provided by GM on airbag non-deployments in Chevrolet Cobalt vehicles. This
5 review identified 43 incidents in which airbags may not have deployed in a crash.
6 The early warning division referred the case to NHTSA’s data analysis division for
7 further screening. A defects panel was convened, but after reviewing the data and
8 consulting with GM, the panel ultimately concluded that “[t]he data available at the
9 time of this evaluation did not indicate a safety defect or defect trend that would
10 warrant the agency opening a formal investigation.” In prepared remarks delivered
11 April 1, 2014, to the Committee on Energy and Commerce, NHTSA Acting
12 Administrator David Friedman stated, “At the time of these reviews, NHTSA did
13 not have the information that GM has since provided—for instance, new evidence
14 linking airbag non-deployment to faulty ignition switches.”

15 105. GM has identified 23 frontal-impact crashes in the United States
16 involving 2005 to 2007 Chevrolet Cobalts and 2007 Pontiac G5s in which the
17 Ignition Switch Defect may have caused or contributed to the failure of the safety
18 airbags to deploy.

19 106. GM has identified 8 frontal-impact crashes in the United States
20 involving 2003 to 2007 Saturn Ion vehicles in which the Ignition Switch Defect
21 may have caused or contributed to the failure of the safety airbags to deploy. These
22 crashes resulted in four fatalities and six injuries to occupants.

23 107. GM has identified 3 frontal-impact crashes in the United States
24 involving 2006 and 2007 model year Chevrolet HHR vehicles in which the Ignition
25 Switch Defect may have caused or contributed to the failure of the safety airbags to
26 deploy. These crashes resulted in three injuries to occupants.

27 108. On information and belief, many more crashes, resulting in injuries
28 and deaths, have involved the Ignition Switch Defect and gone unreported because

1 Defendants have concealed the problem. These crashes continue to occur, even as
2 GM responds to Congressional investigation and has announced a recall, and will
3 continue to occur unless and until the Ignition Switch defect is completely and
4 effectively corrected.

5 ***GM's Belated Repair Recall of Some Vehicles***

6 109. On February 7, 2014, GM filed a Part 573 Defect Notice with the
7 NHTSA to recall 2005 to 2007 model year Chevrolet Cobalt and 2007 Pontiac G5
8 vehicles. The notice identified that the "ignition switch torque performance may
9 not meet General Motors' specifications," explaining that if "the key ring is
10 carrying weight or the vehicle goes off road or experiences some other jarring
11 event, the ignition switch may inadvertently be moved out of the 'run' position"
12 and may result in deactivating the airbags. The notice did not acknowledge that the
13 Ignition Switch Defect could occur under normal driving conditions, even when the
14 key ring is not carrying added weight.

15 110. The notice also did not identify all the vehicles affected by the Ignition
16 Switch Defect.

17 111. The notice failed to indicate the full extent to which GM has been
18 aware of the Defect. The notice suggests that GM's knowledge of the defect is
19 recent, stating that "[t]he issue was presented to the Field Performance Evaluation
20 Review Committee and on January 31, 2014, the Executive Field Action Decision
21 Committee decided to conduct a safety recall."

22 112. In a February 24, 2014 letter to the NHTSA, GM amended the Part
23 573 Report to include a more detailed chronology. The chronology indicated that
24 GM first learned of the Ignition Switch Defect during the launch of the 2005
25 Chevrolet Cobalt from field tests by its engineers.

26 113. On February 25, 2014, GM amended its Part 573 Report to cover
27 additional models and model years due to the same Ignition Switch Defect.
28 Specifically, GM identified the 2003 to 2007 model years of the MY Saturn Ion,

1 2006 and 2007 model years of the MY Chevrolet HHR, 2007 model year of the
2 Pontiac Solstice, and 2007 model year of MY Saturn Sky vehicles.

3 114. According to the NHTSA Acting Administrator David Friedman, the
4 chronology information provided by GM on February 24, 2014 “raise[d] serious
5 questions as to the timeliness of GM’s recall.” Therefore, the NHTSA opened a
6 “timeliness query” on February 26, 2014.

7 115. On March 4, 2014, the NHTSA issued GM a Special Order demanding
8 that it provide additional information by April 3, 2014, on 107 specific requests,
9 including information to “evaluate the timing of GM’s defect decision making and
10 reporting of the safety defect to NHTSA.”

11 116. On March 11, 2014, GM filed a new Part 573 report superseding its
12 February 25 filing. The new chronology provided with the report indicated that
13 GM was aware of the Ignition Switch Defect in 2001—significantly earlier than its
14 previous 2004 disclosure. GM now indicated that it had a report from 2001 that
15 revealed a problem with the ignition switch during pre-production of the Saturn
16 Ion.

17 117. On March 28, 2014, GM filed a new Part 573 report, which expanded
18 the recall set forth in its February 25, 2014 filing. GM’s March 28 report indicated
19 that several additional model year vehicles may be affected by the Ignition Switch
20 Defect. GM identified those vehicles as the 2008-2010 Chevrolet Cobalt, 2008-
21 2011 Chevrolet HHR, 2008-2010 Pontiac Solstice, 2008-2010 Pontiac G5, and
22 2008-2010 Saturn Sky. The March 28 report added over one million vehicles to the
23 total affected by the Ignition Switch Defect.

24 118. On April 8, 2014, NHTSA fined GM \$28,000—the maximum amount
25 permitted by law—for its failure to comply with the Special Order issued on March
26 4, 2014. Although NHTSA demanded that GM answer 107 questions about the
27 timing of its knowledge of the Ignition Switch Defect, GM failed to provide a
28 single answer by April 8, 2014. According to the NHTSA, GM refused to answer

1 even simple questions, such as whether the Ignition Switch was redesigned at any
2 time other than in 2006.

3 119. On April 10, 2014, GM placed two engineers on paid leave as part of
4 an internal investigation of the Ignition Switch Defect recall. One of these
5 engineers, Ray DeGiorgio, was the lead designer for the Ignition Switches.

6 120. GM notified dealers of the Defective Vehicles of the recall in February
7 and March 2014. GM also notified owners of the Defective Vehicles by letter of
8 the recall. The letter minimized the risk of the defect, indicating that the Ignition
9 Switch Defect would occur only “under certain conditions” and emphasized that the
10 risk increased if the “key ring is carrying added weight . . . or your vehicle
11 experiences rough road conditions.”

12 121. On April 9, 2014, GM filed a new Part 573 report, which further
13 expanded the recall to include a defect identified with ignition lock cylinders. GM’s
14 report indicates that the defective cylinders can allow for the removal of the ignition
15 key while the engine is still running, allowing for the possibility of a rollaway,
16 “vehicle crash and occupant or pedestrian injuries.” GM cautioned owners of the
17 Defective Vehicles that “it is very important before exiting the vehicle for
18 customers to make sure the vehicle is in “Park””

19 122. GM has advised the public that the replacement ignition switches
20 “ARE NOT CURRENTLY AVAILABLE.” During her testimony before Congress,
21 GM CEO Mary Barra testified that replacement switches would be available
22 beginning April 7, 2014. On April 7, 2014, multiple news outlets reported that
23 replacement switches were not available.

24 **TOLLING OF THE STATUTE OF LIMITATIONS**

25 **Fraudulent Concealment Tolling**

26 123. Upon information and belief, GM has known of the Ignition Switch
27 Defect in the vehicles since at least 2001, and certainly well before Plaintiffs and
28 Class Members purchased the Defective vehicles, and has concealed from or failed

1 to notify Plaintiffs, Class Members, and the public of the full and complete nature
2 of the Ignitions Switch Defect, even when directly asked about it by Class Members
3 during communications with GM and GM dealers.

4 124. Although GM has now acknowledged that “[t]here is a risk, under
5 certain conditions, that your ignition switch may move out of the “run” position,
6 resulting in a partial loss of electrical power and turning off the engine,” GM did
7 not fully disclose the Ignition Switch Defect and in fact downplayed the widespread
8 prevalence of the problem, and minimized the risk of the Defect occurring during
9 normal operation of the Class Vehicles.

10 125. In 2005, GM issued a Technical Service Bulletin to dealers and service
11 technicians directing that customers be advised to “remove unessential items from
12 their key chains” to avoid inadvertent ignition switching, but did not identify or
13 disclose the Defect. In February 2014, GM instituted only a limited recall, only
14 identifying two of the several models with the Ignition Switch Defect. Likewise, the
15 later recall expanded to include five additional model years and makes does not
16 fully disclose all the vehicles affected by the Ignition Switch Defect.

17 126. Upon information and belief, there are other Class Vehicles that have
18 the Ignition Switch Defect that have not yet been disclosed by GM.

19 127. Any applicable statute of limitation has therefore been tolled by GM’s
20 knowledge, active concealment, and denial of the facts alleged herein, which
21 behavior is ongoing.

22 **Estoppel**

23 128. GM was and is under a continuous duty to disclose to Plaintiffs and
24 Class Members the true character, quality, and nature of the vehicles. GM actively
25 concealed the true character, quality, and nature of the vehicles and knowingly
26 made misrepresentations about the quality, reliability, characteristics, and
27 performance of the vehicles. Plaintiffs and Class Members reasonably relied upon
28 GM’s knowing and affirmative misrepresentations and/or active concealment of

1 these facts. Based on the foregoing, GM is estopped from relying on any statutes of
2 limitation in defense of this action.

3 **Discovery Rule**

4 129. The causes of action alleged herein did not accrue until Plaintiffs and
5 Class Members discovered that their vehicles had the Ignition Switch Defect.

6 130. However, Plaintiffs and Class Members had no realistic ability to
7 discern that the vehicles were defective until—at the earliest—after the Ignition
8 Switch Defect caused a sudden unintended ignition shut off. Even then, Plaintiffs
9 and Class Members had no reason to know the sudden loss of power was caused by
10 a defect in the ignition switch because of GM’s active concealment of the Ignition
11 Switch Defect.

12 131. Not only did GM fail to notify Plaintiffs or Class Members about
13 Ignition Switch Defect, GM in fact denied any knowledge of or responsibility for
14 the Ignition Switch Defect when directly asked about it. Thus Plaintiff and Class
15 Members were not reasonably able to discover the Ignition Switch Defect until after
16 they had purchased the vehicles, despite their exercise of due diligence, and their
17 causes of action did not accrue until they discovered that the Ignition Switch Defect
18 caused their vehicles to suddenly lose power.

19 **CLASS ACTION ALLEGATIONS**

20 132. Plaintiffs bring this lawsuit as a class action on their own behalf and on
21 behalf of all other persons similarly situated as members of the proposed Class
22 pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3) and/or (b)(2) and/or
23 c(4). This action satisfies the numerosity, commonality, typicality, adequacy,
24 predominance, and superiority requirements of those provisions.

25 133. The proposed nationwide class is defined as:

26 **Nationwide Class**

27 All persons in the United States who purchased or leased
28 a GM Class Vehicle (2005-2010 Chevrolet Cobalt; 2006-

1 2011 MY Chevrolet HHR; 2006-2010 Pontiac Solstice;
2 2003-2007 MY Saturn Ion; 2007-2010 MY Saturn Sky;
3 and 2005-2010 Pontiac G5), and any other GM vehicle
4 model containing the same ignition switch as those Class
5 Vehicle models (Class Members).

6 134. Plaintiffs also bring this action on behalf of the following State
7 Classes:

8 **Alabama:** All Class Members who purchased or leased a Class
9 Vehicle in the State of Alabama (“Alabama Class”).

10 **Arkansas:** All Class Members who purchased or leased a Class
11 Vehicle in the State of Arkansas (“Arkansas Class”).

12 **California:** All Class Members who purchased or leased a Class
13 Vehicle in the State of California (“California Class”).

14 **Delaware:** All Class Members who purchased or leased a Class
15 Vehicle in the State of Delaware (“Delaware Class”).

16 **Florida:** All Class Members who purchased or leased a Class
17 Vehicle in the State of Florida (“Florida Class”).

18 **Georgia:** All Class Members who purchased or leased a Class
19 Vehicle in the State of Georgia (“Georgia Class”).

20 **Hawaii:** All Class Members who purchased or leased a Class
21 Vehicle in the State of Hawaii (“Hawaii Class”).

22 **Idaho:** All Class Members who purchased or leased a Class
23 Vehicle in the State of Idaho (“Idaho Class”).

24 **Indiana:** All Class Members who purchased or leased a Class
25 Vehicle in the State of Indiana (“Indiana Class”).

26 **Kansas:** All Class Members who purchased or leased a Class
27 Vehicle in the State of Kansas (“Kansas Class”).
28

- 1 **Kentucky:** All Class Members who purchased or leased a Class
2 Vehicle in the State of Kentucky (“Kentucky Class”).
- 3 **Louisiana:** All Class Members who purchased or leased a Class
4 Vehicle in the State of Louisiana (“Louisiana Class”).
- 5 **Maryland:** All Class Members who purchased or leased a Class
6 Vehicle in the State of Maryland (“Maryland Class”).
- 7 **Massachusetts:** All Class Members who purchased or leased a Class
8 Vehicle in the State of Massachusetts (“Massachusetts
9 Class”).
- 10 **Michigan:** All Class Members who purchased or leased a Class
11 Vehicle in the State of Michigan (“Michigan Class”).
- 12 **Minnesota:** All Class Members who purchased or leased a Class
13 Vehicle in the State of Minnesota (“Minnesota Class”).
- 14 **Mississippi:** All Class Members who purchased or leased a Class
15 Vehicle in the State of Mississippi (“Mississippi
16 Class”).
- 17 **Missouri:** All Class Members who purchased or leased a Class
18 Vehicle in the State of Missouri (“Missouri Class”).
- 19 **Montana:** All Class Members who purchased or leased a Class
20 Vehicle in the State of Montana (“Montana Class”).
- 21 **Nebraska:** All Class Members who purchased or leased a Class
22 Vehicle in the State of Nebraska (“Nebraska Class”).
- 23 **Nevada:** All Class Members who purchased or leased a Class
24 Vehicle in the State of Nevada (“Nevada Class”).
- 25 **New Mexico:** All Class Members who purchased or leased a Class
26 Vehicle in the State of New Mexico (“New Mexico
27 Class”).
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North Carolina:

All Class Members who purchased or leased a Class Vehicle in the State of North Carolina (“North Carolina Class”).

Oregon:

All Class Members who purchased or leased a Class Vehicle in the State of Oregon (“Oregon Class”).

Pennsylvania:

All Class Members who purchased or leased a Class Vehicle in the State of Pennsylvania (“Pennsylvania Class”).

Rhode Island:

All Class Members who purchased or leased a Class Vehicle in the State of Rhode Island (“Rhode Island Class”).

South Carolina:

All Class Members who purchased or leased a Class Vehicle in the State of South Carolina (“South Carolina Class”).

South Dakota:

All Class Members who purchased or leased a Class Vehicle in the State of South Dakota (“South Dakota Class”).

Tennessee:

All Class Members who purchased or leased a Class Vehicle in the State of Tennessee (“Tennessee Class”).

Texas:

All Class Members who purchased or leased a Class Vehicle in the State of Texas (“Texas Class”).

Utah:

All Class Members who purchased or leased a Class Vehicle in the State of Utah (“Utah Class”).

Virginia:

All Class Members who purchased or leased a Class Vehicle in the State of Virginia (“Virginia Class”).

Washington:

All Class Members who purchased or leased a Class Vehicle in the State of Washington (“Washington Class”).

1 Defect. Furthermore, the factual bases of Defendants' misconduct are common to
2 all Class Members and represent a common thread of misconduct resulting in injury
3 to all Class Members.

4 **Adequate Representation**

5 138. Plaintiffs will fairly and adequately represent and protect the interests
6 of the Class. Plaintiffs have retained counsel with substantial experience in
7 prosecuting consumer class actions, including actions involving defective
8 automotive products.

9 139. Plaintiffs and their counsel are committed to vigorously prosecuting
10 this action on behalf of the Class, and have the financial resources to do so. Neither
11 Plaintiffs nor their counsel have interests adverse to those of the Class.

12 **Predominance of Common Questions**

13 140. There are numerous questions of law and fact common to Plaintiffs
14 and Class Members that predominate over any question affecting only individual
15 Class Members, the answers to which will advance resolution of the litigation as to
16 all Class Members. These common legal and factual issues include:

- 17 a. whether the Class Vehicles suffer from the Ignition Switch
18 Defect;
 - 19 b. whether Defendants knew or should have known about the
20 Ignition Switch Defect, and, if yes, how long Defendants have known of the Defect;
 - 21 c. whether the defective nature of the Class Vehicles constitutes a
22 material fact reasonable consumers would have considered in deciding whether to
23 purchase a GM Vehicle;
 - 24 d. whether GM had a duty to disclose the defective nature of the
25 Vehicles to Plaintiffs and Class Members;
 - 26 e. whether GM omitted and failed to disclose material facts about
27 the Vehicles;
- 28

1 f. whether GM concealment of the true defective nature of the
2 Class Vehicles induced Plaintiffs and Class Members to act to their detriment by
3 purchasing the Vehicles;

4 g. whether GM engaged in an unlawful enterprise that included a
5 pattern of racketeering activity consisting of numerous and repeated uses of the
6 interstate mails and wire communications to execute a scheme to defraud, in
7 violation of the Racketeer Influenced and Corrupt Organizations Act (“RICO”),
8 18 U.S.C. § 1962(c).

9 h. whether GM violated the Michigan Consumer Protection Act
10 (“MCPA”), Mich. Comp. L. Ann. § 445.903 *et seq.*, and if so, what remedies are
11 available under § 445.911;

12 i. whether GM violated various state consumer protection statutes;

13 j. whether the Class Vehicles were unfit for the ordinary purposes
14 for which they were used, in violation of the implied warranty of merchantability;

15 k. whether Plaintiffs and Class Members are entitled to a
16 declaratory judgment stating that the ignition switches in the Class Vehicles are
17 defective and/or not merchantable;

18 l. whether Plaintiffs and Class Members are entitled to equitable
19 relief, including, but not limited to, a preliminary and/or permanent injunction; and

20 m. whether GM should be declared responsible for notifying all
21 Class Members of the Defect and ensuring that all GM vehicles with the Ignition
22 Switch Defect are recalled and repaired.

23 n. what aggregate amounts of statutory penalties, as available
24 under the laws of Michigan and other States are sufficient to punish and deter
25 Defendants and to vindicate statutory and public policy, and how such penalties
26 should most equitably be distributed among Class members.

1 141. Defendants have acted in a uniform manner with respect to the
2 Plaintiffs and Class Members, as demonstrated in the following form “Dear GM
3 Customer” letter:

4 July 2013

5 Dear General Motors Customer:

6 This notice is sent to you in accordance with the
7 requirements of the National Traffic and Motor Vehicle
8 Safety Act.
9

10 General Motors, based on data and information from
11 supplier IMPCO Automotive, has decided that a defect,
12 which relates to motor vehicle safety, exists in certain
13 compressed natural gas (CNG) fuel systems installed by
14 IMPCO Automotive on 2011-2013 model year CNG
15 equipped Chevrolet Express and GMC Savana vehicles.
16 As a result, General Motors and IMPCO Automotive are
17 conducting a safety recall. We apologize for this
18 inconvenience. However, we are concerned about your
19 safety and continued satisfaction with our products.
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I M P O R T A N T

- Your 2011-2013 model year Chevrolet Express or GMC Savana CNG equipped vehicle is involved in safety recall 13139.
- Owners who have not been contacted by General Motors concerning this recall should schedule an appointment with their Chevrolet or GMC dealer to arrange for the repairs to be completed.
- This service will be performed for you at **no charge.**

Why is your vehicle being recalled?

The underbody shut-off solenoid connector to a CNG fuel tank may corrode and could form a high-resistance short in the connector, potentially causing overheating or a self-extinguishing flame. If there is a fuel leak or other combustible material in the vicinity, there is a risk of fire.

What will we do?

To correct this condition, improved solenoids and securing nuts will be

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installed for all exterior tanks and the regulator, and the 30 amp gas fuel pump fuse will be replaced with either a 7.5 amp fuse (for the four tank configuration) or a 5.0 amp fuse (for the three tank configuration). In addition, the wiring routing will be adjusted, if necessary, to eliminate any undue tension on the connector, and anti-corrosion sealing plugs will be installed into the valve body (2013 model year vehicles have these plugs already installed). This service will be performed at no charge. The approximate time for the actual repair can be as much as four hours per vehicle, but the wait time for your vehicle may be longer depending on how busy the dealership is.

What should you do?

General Motors will contact

1 certain fleets directly to
2 arrange for the performance
3 of the required repair. If you
4 have not already been
5 contacted by General
6 Motors, please schedule an
7 appointment with your
8 Chevrolet or GMC dealer
9 for this repair.

10
11 **Do you have questions?** If you have questions or
12 concerns that your dealer is
13 unable to resolve, please
14 contact the GM Fleet Action
15 Center at 1-800-353-3867.

16 If after contacting your dealer and the Fleet Action
17 Center, you are still not satisfied GM has done their best
18 to remedy this condition without charge and within a
19 reasonable time, you may wish to write the Administrator,
20 National Highway Traffic Safety Administration, 1200
21 New Jersey Avenue, SE., Washington, DC 20590, or call
22 the toll-free Vehicle Safety Hotline at 1.888.327.4236
23 (TTY 1.800.424.9153), or go to <http://www.safercar.gov>.
24 The National Highway Traffic Safety Administration
25 Campaign ID Number for this recall is 13V225.

26 Federal regulation requires that any vehicle lessor
27 receiving this recall notice must forward a copy of this
28 notice to the lessee within ten days.

1 Jim Moloney
2 General Director,
3 Customer and Relationship Services
4 GM Recall #13139
5

6 **Superiority**

7 142. Plaintiffs and Class Members have all suffered and will continue to
8 suffer harm and damages as a result of Defendants' unlawful and wrongful conduct.
9 A class action is superior to other available methods for the fair and efficient
10 adjudication of this controversy.

11 143. Absent a class action, most Class Members would likely find the cost
12 of litigating their claims prohibitively high and would therefore have no effective
13 remedy at law. Because of the relatively small size of the individual Class
14 Members' claims, it is likely that only a few Class Members could afford to seek
15 legal redress for Defendants' misconduct. Absent a class action, Class Members
16 will continue to incur damages, and Defendants' misconduct will continue without
17 remedy.

18 144. Class treatment of common questions of law and fact would also be a
19 superior method to multiple individual actions or piecemeal litigation in that class
20 treatment will conserve the resources of the courts and the litigants, and will
21 promote consistency and efficiency of adjudication.

22 145. Classwide declaratory, equitable, and injunctive relief is appropriate
23 under Rule 23(b)(1) and/or (b)(2) because Defendants have acted on grounds that
24 apply generally to the class, and inconsistent adjudications with respect to the
25 Defendants' liability would establish incompatible standards and substantially
26 impair or impede the ability of Class Members to protect their interests. Classwide
27 relief assures fair, consistent, and equitable treatment and protection of all Class
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1 Members, and uniformity and consistency in Defendants' discharge of their duties
2 to perform corrective action regarding the Ignition Switch Defect.

3 **CAUSES OF ACTION**

4 **FIRST CLAIM FOR RELIEF**

5 **Asserted on Behalf of the Nationwide Class**
6 **(Violation of Racketeer Influenced and Corrupt Organizations Act ("RICO"),**
7 **18 U.S.C. § 1961 et seq.)**

8 146. Plaintiffs hereby incorporate by reference the allegations contained in
9 the preceding paragraphs of this Complaint.

10 147. This Claim is brought on behalf of the Nationwide Class.

11 148. Defendants, Plaintiffs, and the Nationwide Class are "persons" within
12 the meaning of RICO, § 1961(3).

13 ***The RICO Enterprise***

14 149. From on or about 2001, Defendants were employed by and associated
15 with an illegal enterprise, and conducted and participated in that enterprise's affairs
16 through a pattern of racketeering activity consisting of numerous and repeated uses
17 of the interstate mails and wire communications to execute a scheme to defraud, all
18 in violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO"),
19 18 U.S.C. § 1962(c).

20 150. Defendants' existence was separate and distinct from the RICO
21 Enterprise.

22 151. The RICO enterprise is separate and distinct from the pattern of
23 racketeering activity in which Defendants engaged, and are engaging in.

24 152. The RICO enterprise which engaged in, and whose activities affected
25 interstate and foreign commerce, is an association-in-fact within the meaning of 18
26 U.S.C. § 1961(4) and consists of "persons" associated together for the common
27 purpose of employing the multiple deceptive, abusive and fraudulent acts described
28 herein.

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1 153. The RICO enterprise, which engaged in, and whose activities affected
2 interstate and foreign commerce, was comprised of an association in fact of entities
3 and individuals that included:

4 ***Defendant GM:*** GM's Officers, Executives, and Engineers, who have
5 collaborated and colluded with each other and with other associates-in-fact in the
6 Enterprise to deceive Plaintiff and other Class members into purchasing dangerous
7 and defective vehicles, and actively concealing the danger and defect from Plaintiff
8 and the other Class members, including, but not limited to Alan Adler, GM's
9 Manager for Safety Communications who, in June of 2005, issued the deceptive
10 public statement regarding the ignition problem; Ray DeGiorgio, GM's design
11 engineer who signed off on the ignition switch change that was never disclosed; and
12 Mary T. Barra, GM's current CEO;

13 ***Defendant Delphi:*** Delphi's Officers, Executives, and Engineers, who have
14 collaborated and colluded with each other and with other associates-in-fact in the
15 Enterprise to deceive Plaintiff and other Class members into purchasing dangerous
16 and defective vehicles, and actively concealing the danger and defect from Plaintiff
17 and the other Class members.

18 ***GM's Dealers:*** GM dealers who GM instructed to present false and
19 misleading information to Plaintiff and other members of the Class, through, *inter*
20 *alia*, multiple Service Bulletins, and who did in fact present such false and
21 misleading information.

22 154. The RICO Enterprise is an ongoing organization with an ascertainable
23 structure, and a framework for making and carrying out decisions, that functions as
24 a continuing unit with established duties, and that is separate and distinct from the
25 pattern of racketeering activity in which GM has engaged and is engaging. The
26 RICO Enterprise was and is used as a tool to effectuate the pattern of racketeering
27 activity.

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1 155. The members of the RICO Enterprise all had a common purpose: to
2 increase and maximize Defendants' revenues by deceiving Plaintiff and other Class
3 Members into purchasing dangerous and defective vehicles, and actively concealing
4 the Ignition Switch Defect from Plaintiff and the other Class Members. The
5 members of the RICO Enterprise shared the bounty of their enterprise, *i.e.*, by
6 sharing the benefit derived from increased sales revenue generated by the scheme to
7 defraud. Each member of the RICO Enterprise benefited from the common purpose
8 of the scheme to defraud: GM sold or leased more vehicles with the Ignition Switch
9 Defect, Delphi sold more of the defective ignition switches, and GM's dealers sold
10 and serviced more vehicles with the Ignition Switch Defect.

11 ***The Pattern of Racketeering Activity***

12 156. As set forth below, Defendants conducted and participated in the
13 affairs of this RICO enterprise through a pattern of racketeering activity that lasted
14 more than a decade, and that consisted of numerous and repeated violations of the
15 federal mail and wire fraud statutes, which prohibit the use of any interstate or
16 foreign mail or wire facility for the purpose of executing a scheme to defraud, in
17 violation of 18 U.S.C. §§ 1341 and 1343.

18 a. GM, with the assistance and collaboration of the other persons
19 associated in fact with the enterprise devised and employed a scheme or artifice to
20 defraud by use of the telephone and internet and transmitted, or caused to be
21 transmitted, by means of wire communication travelling in interstate or foreign
22 commerce, writing(s) and/or signal(s), including GM's website, Service Bulletins to
23 dealers, and communications with other members of the Enterprise, for the purpose
24 of executing such scheme or artifice to defraud, in violation of 18 U.S.C. § 1341
25 and §1343.

26 b. As part of the scheme to defraud, the RICO Enterprise utilized
27 the interstate and international mail and wires for the purpose of obtaining money
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1 or property by means of the false pretenses and artifice to defraud, as described
2 herein.

3 c. The concealment of the dangerous and defective condition of the
4 defective GM vehicles is the core purpose of the underlying racketeering offense.
5 The Enterprise had an ascertainable structure by which GM operated and managed
6 the association-in-fact by using its Dealers and Delphi to concoct, obfuscate, carry
7 out, and attempt to justify the fraudulent scheme described herein.

8 157. In furtherance of its scheme to defraud, GM's February 28, 2005
9 Service Bulletin was issued in furtherance of its scheme to defraud. It instructed
10 GM's dealers to disseminate false and misleading information about the dangerous
11 and defective condition of the defective vehicles to customers, including Plaintiff
12 and other members of the Class. The February 28, 2005 Service Bulletin was sent
13 via the mail and/or wires and constitutes a violation of 18 U.S.C. §§ 1341 and 1343.

14 158. In June of 2005, GM issued a public statement through the mail and
15 wires in furtherance of its scheme to defraud. The statement provided the public,
16 including Plaintiff and the other Class members, with false and misleading
17 information about the dangerous and defective condition of the defective vehicles,
18 and sought to conceal that condition by minimizing the issue and offering an
19 ineffective fix. As such, the statement constitutes a violation of 18 U.S.C. §§ 1341
20 and 1343.

21 159. GM's December 2005 Service Bulletin was issued in furtherance of
22 its scheme to defraud. It instructed GM's dealers to disseminate false and
23 misleading information about the dangerous and defective condition of the
24 defective vehicles to customers, including Plaintiff and other members of the Class
25 – namely, that the issue could be resolved by removing items from key chains. The
26 December 2005 Service Bulletin was sent via the mail and/or wires and constitutes
27 a violation of 18 U.S.C. §§ 1341 and 1343.

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1 160. In October of 2006, GM issued an update to its December 2005
2 Service Bulletin in furtherance of its scheme to defraud. The update repeated the
3 instruction to GM's dealers to disseminate false and misleading information about
4 the dangerous and defective condition of the defective vehicles to customers,
5 including Plaintiff and other members of the Class. The update to the December
6 2005 Service Bulletin was sent via the mail and/or wires and constitutes a violation
7 of 18 U.S.C. §§ 1341 and 1343.

8 161. In furtherance of its scheme to defraud, GM communicated with
9 Delphi via the mail and/or wires regarding the manufacture of the defective ignition
10 switch system. Through those communications, GM instructed Delphi to continue
11 manufacturing the defective part even though it did not meet GM's own
12 specifications. Through those communications, GM also instructed Delphi to make
13 a change to the defective ignition switch system in 2006, and to fraudulently
14 conceal the change by not assigning a new part number. GM's communications
15 with Delphi constitute repeated violations of 18 U.S.C. §§ 1341 and 1343.

16 162. The predicate acts constituted a variety of unlawful activities, each
17 conducted in furtherance of the enterprise and with the common purpose of
18 defrauding Plaintiffs and other Class Members and obtaining significant funds
19 while providing defective vehicles worth significantly less than the purchase price
20 paid by customers. The predicate acts also had the same or similar results,
21 participants, victims, and methods of commission. The predicate acts were related
22 and not isolated events.

23 163. The predicate acts all had the purpose of generating significant
24 revenue and profits for the Defendants at the expense of Plaintiffs and the Class
25 Members, who were never informed of the Ignition Switch Defect in their defective
26 vehicles. The predicate acts were committed or caused to be committed by GM,
27 through its participation in the RICO enterprise and in furtherance of its fraudulent
28

1 scheme, and were interrelated in that they involved obtaining Plaintiffs' and all
2 other Class Members' funds.

3 164. Defendants' conduct in furtherance of this scheme was intentional.
4 Plaintiffs and Class Members were harmed in that they relied to their detriment on
5 Defendants' conduct and, as a result, purchased dangerous and defective vehicles
6 for significantly more money than they would have paid absent Defendants' scheme
7 to defraud. Defendants unfairly reaped millions of dollars in excessive sales
8 revenue as a result of this scheme and its conduct in furtherance of this scheme.

9 ***Plaintiffs' Injuries and Damages***

10 165. By reason and as a result of Defendants' RICO-violative scheme,
11 plaintiffs and the Class Members have been injured and damages in their business
12 and property: their cars have lost value, and they have and will continue to incur
13 expense and loss in connection with their efforts to implement the Ignition Switch
14 Defect correction and/or eliminate or reduce the risks and costs to which the
15 Defective Vehicles and parts expose them.

16 166. By reason of the foregoing the defendants, through their managerial
17 officials, have unlawfully, knowingly and willfully conducted and participated
18 directly or indirectly in the following enterprises through a pattern of racketeering
19 activity in violation or attempted violation of 18 U.S.C. § 1962(c).

20 167. These violations of 18 U.S.C. § 1962(c) by the Defendants have
21 directly and proximately caused Plaintiffs' and Class Members' injuries and
22 damage set forth above. Plaintiffs and Class Members are entitled to bring this
23 action for three times their actual damages, as well as punitive damages and its
24 costs and reasonable attorneys' fees at trial and on appeal pursuant to 18 U.S.C. §
25 1964(c).

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1 and tended to, mislead Plaintiffs and the Class about facts that could not reasonably
2 be known by the consumer until the February and March 2014 recalls;

3 e. Defendants failed to reveal facts concerning the Ignition Switch
4 Defect that were material to the transaction in light of representations of fact made
5 in a positive manner;

6 f. Defendants failed to reveal material facts concerning the
7 Ignition Switch Defect to Plaintiffs and the Class Members, the omission of which
8 would tend to mislead or deceive consumers, including Plaintiffs and the Class;

9 g. Defendants made material representations and statements of fact
10 to Plaintiffs and the Class that resulted in Plaintiffs and the Class Members
11 reasonably believing the represented or suggested state of affairs to be other than
12 what they actually were;

13 h. Defendants intended that Plaintiffs and Class Members rely on
14 their misrepresentations and omissions, so that Plaintiffs and other Class Members
15 would purchase or lease the Class Vehicles; and

16 175. Plaintiffs seek injunctive relief to enjoin Defendants from continuing
17 their unfair and deceptive acts or; seek monetary relief against Defendants
18 measured as the greater of (a) actual damages in an amount to be determined at trial
19 and (b) statutory damages in the amount of \$250 for Plaintiffs and each Class
20 Member, reasonable attorneys' fees; and any other just and proper relief available
21 under the Mich. Comp. L. Ann. § 445.911.

22 176. Plaintiffs also seek punitive damages against Defendants because they
23 carried out despicable conduct with willful and conscious disregard of the rights
24 and safety of others. Defendants intentionally and willfully misrepresented the
25 safety and reliability of Class Vehicles, deceived Plaintiffs and Class Members on
26 life-or-death matters, and concealed material facts that only it knew, all to avoid the
27 expense and public relations nightmare of correcting a deadly flaw in the Class
28 Vehicles it repeatedly promised Plaintiffs and Class Members were safe.

1 Defendants' unlawful conduct constitutes malice, oppression, and fraud warranting
2 punitive damages.

3 **THIRD CLAIM FOR RELIEF**

4 **Asserted on Behalf of the Nationwide Class**
5 **(Fraud by Concealment)**

6 177. Plaintiffs hereby incorporate by reference the allegations contained in
7 the preceding paragraphs of this Complaint.

8 178. This Claim is brought on behalf of the Nationwide Class.

9 179. As set forth above, Defendants concealed and/or suppressed material
10 facts concerning the safety of their vehicles.

11 180. Defendants had a duty to disclose these safety issues because they
12 consistently marketed their vehicles as reliable and safe and proclaimed that
13 Defendants maintain the highest safety standards. Once Defendants made
14 representations to the public about safety, Defendants were under a duty to disclose
15 these omitted facts, because where one does speak one must speak the whole truth
16 and not conceal any facts which materially qualify those facts stated. One who
17 volunteers information must be truthful, and the telling of a half-truth calculated to
18 deceive is fraud.

19 181. In addition, Defendants had a duty to disclose these omitted material
20 facts because they were known and/or accessible only to Defendants who have
21 superior knowledge and access to the facts, and Defendants knew they were not
22 known to or reasonably discoverable by Plaintiffs and Class Members. These
23 omitted facts were material because they directly impact the safety of the Class
24 Vehicles. Whether or not a vehicle ignition switch will unexpectedly and suddenly
25 move to the "off" or "accessory" position, thereby disabling power steering, anti-
26 lock brakes and air bag deployment while the car is in motion, are material safety
27 concerns. Defendants possessed exclusive knowledge of the defects rendering
28 Class Vehicles inherently more dangerous and unreliable than similar vehicles.

1 182. Defendants actively concealed and/or suppressed these material facts,
2 in whole or in part, with the intent to induce Plaintiffs and Class Members to
3 purchase Class Vehicles at a higher price for the vehicles, which did not match the
4 vehicles' true value.

5 183. Plaintiffs and Class Members were unaware of these omitted material
6 facts and would not have acted as they did if they had known of the concealed
7 and/or suppressed facts. Plaintiffs' and Class Members' actions were justified.
8 Defendants were in exclusive control of the material facts concerning the Ignition
9 Switch Defect and such facts were not known to the public or the Class Members.

10 184. As a result of the concealment and/or suppression of facts, Plaintiffs
11 and Class Members have sustained and will continue to sustain damages arising
12 from the difference between the actual value of that which Plaintiffs and the Classes
13 paid and the actual value of that which they received.

14 185. Defendants' acts were done maliciously, oppressively, deliberately,
15 with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members'
16 rights and well-being to enrich Defendants. Defendants' conduct warrants an
17 assessment of punitive damages in an amount sufficient to deter such conduct in the
18 future, which amount is to be determined according to proof.

19 **FOURTH CLAIM FOR RELIEF**

20 **Asserted on Behalf of the Nationwide Class, the Multi-State Class**
21 **and the State-Wide Subclasses**
22 **(Violation of the Magnuson-Moss Warranty Act,**
15 U.S.C. § 2301, et. seq. ("MMWA"))

23 186. Plaintiffs hereby incorporate by reference the allegations contained in
24 the preceding paragraphs of this Complaint.

25 187. This Count is brought on behalf of the Nationwide Class under
26 Michigan law.

27 188. Alternatively, in the unlikely event that the Court determines that
28 multiple states' laws apply to this Claim, it is brought against GM on behalf of

1 residents of states that do not require vertical privity to assert an implied warranty
2 claim, including: Alaska, Arkansas, Delaware, District of Columbia, Hawaii,
3 Indiana, Kansas, Louisiana, Maine, Maryland, Massachusetts, Michigan,
4 Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire,
5 New Jersey, North Dakota, Oklahoma, Pennsylvania, Rhode Island, South
6 Carolina, Texas, Utah, West Virginia, and Wyoming (“Multi-State Class”).

7 189. At all times relevant hereto, there was in full force and effect the
8 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* (the MMWA”).

9 190. The Defective Vehicles are consumer products within the meaning of
10 15 U.S.C. § 2301(1).

11 191. Plaintiffs and the Nationwide, Multi-State Class and State-Wide
12 Subclass Members are consumers as defined in 15 U.S.C. § 2301(3). They are
13 consumers because they are persons entitled under applicable state law to enforce
14 against the warrantor the obligations of its implied warranty.

15 192. GM is a supplier and a warrantor within the meaning of 15 U.S.C.
16 § 2301(4) and (5).

17 193. Pursuant to 15 U.S.C. § 2310(e), Plaintiffs are entitled to bring this
18 class action and are not required to give GM notice and an opportunity to cure until
19 such time as the Court determines the representative capacity of Plaintiffs pursuant
20 to Rule 23 of the Federal Rules of Civil Procedure.

21 194. In connection with its sale of the Defective Vehicles, GM gave an
22 implied warranty as defined in 15 U.S.C. § 2301(7); namely, the implied warranty
23 of merchantability. As a part of the implied warranty of merchantability, GM
24 warranted that the Defective Vehicles were fit for their ordinary purpose as safe
25 passenger motor vehicles, would pass without objection in the trade as designed,
26 manufactured and marketed, and were adequately contained, packaged and labeled.
27 MICH. COMP. LAWS ANN. § 440.2314(2)(a), (c) and (e) and U.C.C. § 2-314(b)(1),
28 (3) and (5).

1 195. GM is liable to Plaintiffs and the Nationwide, Multi-State Class and
2 State-Wide Subclass Members pursuant to 15 U.S.C. § 2310(d)(1), because it
3 breached the implied warranty of merchantability.

4 196. GM breached its implied warranty of merchantability to Plaintiffs and
5 the Nationwide, Multi-State Class and State-Wide Subclass Members because the
6 Defective Vehicles were not fit for the ordinary purposes for which they are used, a
7 safe passenger motor vehicle. Specifically, and according to GM's representatives,
8 a defect which relates to motor vehicle safety exists in the Defective Vehicles in
9 that the ignition switch may unintentionally move from the "run" position to the
10 "accessory" or "off" position with a corresponding loss of power and the shutting
11 off of the engine, which, among other things, may result in the vehicle's airbags not
12 deploying in a crash event, increasing the potential for occupant injury or death.
13 This safety defect makes the Defective Vehicles unfit for their ordinary purpose of
14 providing safe transportation.

15 197. GM further breached its implied warranty of merchantability to
16 Plaintiffs and the Nationwide, Multi-State Class and State-Wide Subclass Members
17 because the Defective Vehicles would not pass without objection in the trade, as
18 they contained a defect which relates to motor vehicle safety due to the defective
19 ignition switch in each of the Defective Vehicles.

20 198. GM further breached its implied warranty of merchantability to
21 Plaintiffs and the Nationwide, Multi-State Class and State-Wide Subclass Members
22 because the Defective Vehicles were not adequately contained, packaged, and
23 labeled. The directions and warnings that accompanied the Defective Vehicles did
24 not adequately instruct Plaintiffs on the proper use of the Defective Vehicles in
25 light of the defective ignition switches in the vehicles and the propensity of the
26 switches to unintentionally move from the "on" position to the "accessory" or "off"
27 position causing a loss of power and the engine to shut off, or adequately warn
28 Plaintiffs of the dangers of improper use of the Defective Vehicles.

1 199. At the time of the delivery of the Defective Vehicles, GM did not
2 provide instructions and warnings to Plaintiffs to not place extra weight on the their
3 vehicles' key chains, including a fob or extra keys, because the extra weight
4 increased the chances that the defective ignition switches in their vehicles would
5 unintentionally move from the "on" position and into the "accessory" or "off"
6 position.

7 200. At the time of the delivery of the Defective Vehicles, GM did not
8 provide instructions and warnings to Plaintiffs to avoid rough, bumpy and uneven
9 terrain while driving their vehicles because such conditions increased the chances
10 that the defective ignition switches in their vehicles would unintentionally move
11 from the "on" position and into the "accessory" or "off" position, especially when
12 the key chains were weighted down with a fob, additional keys or other items.

13 201. At the time of the delivery of the Defective Vehicles, GM did not
14 provide instructions and warnings to Plaintiffs to carefully avoid brushing or
15 bumping up against their vehicles' key chains with a body part because doing so
16 increased the chances that the defective ignition switches in their vehicles would
17 unintentionally move from the "on" position and into the "accessory" or "off"
18 position.

19 202. At the time of the delivery of the Defective Vehicles, GM did not
20 adequately warn Plaintiffs of the dangers of not taking the necessary steps outlined
21 above to prevent the defective ignition switches in their vehicles from
22 unintentionally moving from the "on" position and into the "accessory" or "off"
23 position while in motion, including the loss of power and shut off of the engine
24 resulting in an increased difficulty in maneuvering the vehicles, the lack of airbag
25 deployment in the event of a crash and injury or death.

26 203. Pursuant to 15 U.S.C. § 2310(d)(1), Plaintiffs and the Nationwide,
27 Multi-State Class and State-Wide Subclass Members are entitled to recover the
28 damages caused to them by GM's breach of the implied warranty of

1 merchantability, which damages constitute the difference in value between the
2 Defective Vehicles as warranted (their sales prices) and the Defective Vehicles as
3 actually delivered (perhaps worth \$0.00) (i.e, a total or partial refund of the full
4 purchase prices of the Defective Vehicles), plus loss of use and other consequential
5 damages arising after the date of delivery of the Defective Vehicles. In addition,
6 pursuant to 15 U.S.C. § 2310(d)(2), Plaintiff and the Nationwide, Multi-State Class
7 and State-Wide Subclass Members are entitled to recover a sum equal to the
8 aggregate amount of costs and expenses (including attorneys' fees based on actual
9 time expended) determined by the Court to have been reasonably incurred by
10 Plaintiff and the Nationwide, Multi-State Class and State-Wide Subclass Members
11 in connection with the commencement and prosecution of this action.

12 **FIFTH CLAIM FOR RELIEF**

13 **Asserted on Behalf of the Nationwide Class, the Multi-State Class and the**
14 **State-Wide Classes**
15 **(Breach of the Implied Warranty of Merchantability - Michigan Comp. Laws**
16 **Ann. § 440.2314 and Other States' Versions of UCC § 2 314)**

17 204. Plaintiffs hereby incorporate by reference the allegations contained in
18 the preceding paragraphs of this Complaint.

19 205. This Count is brought on behalf of the Nationwide Class under
20 Michigan law.

21 206. Alternatively, in the unlikely event that the Court determines that
22 multiple states' laws apply to this Claim, it is brought against GM on behalf of
23 residents of states that do not require vertical privity to assert an implied warranty
24 claim, including: Alaska, Arkansas, Delaware, District of Columbia, Hawaii,
25 Indiana, Kansas, Louisiana, Maine, Maryland, Massachusetts, Michigan,
26 Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire,
27 New Jersey, North Dakota, Oklahoma, Pennsylvania, Rhode Island, South
28 Carolina, Texas, Utah, West Virginia, and Wyoming ("Multi-State Class").

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1 207. At all times relevant hereto, there was in full force and effect the
2 Michigan Comp. Laws Ann. § 440.2314 and other States’ versions of UCC § 2-
3 314.

4 208. GM is a “merchant” as to the Defective Vehicles within the meaning
5 of MICH. COMP. LAWS ANN. § 440.2104 and U.C.C. § 2-104.

6 209. GM manufactured and sold the Defective Vehicles, which are “goods”
7 within the meaning of MICH. COMP. LAWS ANN. § 440.2105, and U.C.C. § 2-105.

8 210. Consequently, pursuant to MICH. COMP. LAWS ANN. § 440.2314 and
9 U.C.C. § 2-314, GM impliedly warranted that the Defective Vehicles were
10 merchantable, including that they were fit for their ordinary purposes as safe
11 passenger vehicles, they could pass without objection in the trade, and they were
12 adequately contained, packaged, and labeled.

13 211. GM breached its implied warranty of merchantability to Plaintiffs and
14 the Nationwide, Multi-State Class and State-Wide Subclass Members because the
15 Defective Vehicles were not fit for the ordinary purposes for which they are used, a
16 safe passenger motor vehicle. MICH. COMP. LAWS ANN. § 440.2314(2)(c) and
17 U.C.C. § 2-314(b)(3). Specifically, and according to GM’s representatives, a defect
18 which relates to motor vehicle safety exists in the Defective Vehicles in that the
19 ignition switch may unintentionally move from the “run” position to the
20 “accessory” or “off” position with a corresponding loss of power and the shutting
21 off of the engine, which, among other things, may result in the vehicle’s airbags not
22 deploying in a crash event, increasing the potential for occupant injury or death.
23 This safety defect makes the Defective Vehicles unfit for their ordinary purpose of
24 providing safe transportation.

25 212. GM further breached its implied warranty of merchantability to
26 Plaintiffs and the Nationwide, Multi-State Class and State-Wide Subclass Members
27 because the Defective Vehicles would not pass without objection in the trade, as
28 they contained a defect which relates to motor vehicle safety due to the defective

1 ignition switch in each of the Defective Vehicles. MICH. COMP. LAWS ANN.
2 § 440.2314(2)(a) and U.C.C. § 2-314(b)(1).

3 213. GM further breached its implied warranty of merchantability to
4 Plaintiffs and the Nationwide, Multi-State Class and State-Wide Subclass Members
5 because the Defective Vehicles were not adequately contained, packaged and
6 labeled in that the directions and warnings that accompanied the Defective Vehicles
7 did not adequately instruct Plaintiffs on the proper use of the Defective Vehicles in
8 light of the defective ignition switches and the propensity of the switches to
9 unintentionally move from the “on” position to the “accessory” or “off” position
10 causing a loss of power and the engine to shut off, or adequately warn Plaintiffs of
11 the dangers of improper use of the Defective Vehicles. MICH. COMP. LAWS ANN.
12 § 440.2314(2)(e) and U.C.C. § 2-314(b)(5).

13 214. At the time of the delivery of the Defective Vehicles, GM did not
14 provide instructions and warnings to Plaintiffs to not place extra weight on the their
15 vehicles’ key chains, including a fob or extra keys, because the extra weight
16 increased the chances that the defective ignition switches in their vehicles would
17 unintentionally move from the “on” position and into the “accessory” or “off”
18 position.

19 215. At the time of the delivery of the Defective Vehicles, GM did not
20 provide instructions and warnings to Plaintiffs to avoid rough, bumpy and uneven
21 terrain while driving their vehicles because such conditions increased the chances
22 that the defective ignition switches in their vehicles would unintentionally move
23 from the “on” position and into the “accessory” or “off” position, especially when
24 weighted down with a fob, additional keys or other items.

25 216. At the time of the delivery of the Defective Vehicles, GM did not
26 provide instructions and warnings to Plaintiffs to carefully avoid brushing or
27 bumping up against their vehicles’ key chains with a body part because doing so
28 increased the chances that the defective ignition switches in their vehicles would

1 unintentionally move from the “on” position and into the “accessory” or “off”
2 position.

3 217. Additionally, at the time of the delivery of the Defective Vehicles, GM
4 did not adequately warn Plaintiffs of the dangers of not taking the necessary steps
5 outlined above to prevent the defect ignition switches in their vehicles from
6 unintentionally moving from the “on” position and into the “accessory” or “off”
7 position while in motion, including the loss of power and shut off of the engine
8 resulting in an increased difficulty in maneuvering the vehicles, the lack of airbag
9 deployment in the event of a crash and injury or death.

10 218. As a proximate result of the GM’s breach of the implied warranty of
11 merchantability, Plaintiffs and the Nationwide, Multi-State Class and State-Wide
12 Subclass Members were damaged in the amount of, and entitled to recover, the
13 difference in value between the Defective Vehicles as warranted (their sales prices)
14 and the Defective Vehicles as actually delivered (perhaps worth \$0.00) (i.e., a total
15 or partial refund of the full purchase prices of the Defective Vehicles), plus loss of
16 use and other consequential damages arising after the date of delivery of the
17 Defective Vehicles. MICH. COMP. LAWS ANN. §§ 440.2714(3) and 440.2715 and
18 U.C.C. §§ 2-714(b) and 2-715.

19 219. It was not necessary for Plaintiffs and each Class member to give GM
20 notice of its breaches of the implied warranty of merchantability because GM had
21 actual notice of the fact that the Defective Vehicles contained a defect relating to
22 motor vehicle safety. Prior to the filing of this action, GM issued a safety recall for
23 the Defective Vehicles acknowledging a safety defect and that GM had notice of
24 the defects back to 2009 when it was formed and Old GM had notice back to 2002.
25 At the time of the safety recall of the Defective Vehicles, GM also acknowledged
26 that numerous accidents and fatalities were caused by the defective ignition
27 switches in the Defective Vehicles. Additionally, the filing of this action is
28

1 sufficient to give GM notice of its breaches of the implied warranty of
2 merchantability with respect to the Defective Vehicles.

3 **SIXTH CLAIM FOR RELIEF**

4 **Asserted on Behalf of the Arkansas Class**
5 **(Violation of Arkansas' Deceptive Trade Practices Act ("AKDTPA"), Ark.**
6 **Code Ann. § 4-88-101, et seq.)**

7 220. Plaintiffs hereby incorporate by reference the allegations contained in
8 the preceding paragraphs of this Complaint.

9 221. This Count is brought on behalf of Plaintiff Laura Cole, and the
10 Arkansas Class.

11 222. Defendants, Plaintiff, and the Arkansas Class are "persons" within the
12 meaning of AKDTPA, § 4-88-102(5).

13 223. The Class Vehicles are "goods" within the meaning of AKDTPA, § 4-
14 88-102(4).

15 224. Defendants both participated in unfair or deceptive acts or practices
16 that violated the AKDTPA, § 4-88-101 *et seq.* as described above and below.
17 Defendants each are directly liable for these violations of law.

18 225. By failing to disclose and actively concealing the dangerous risk of
19 ignition switch movement, engine shutdown, and airbag disabling in Class
20 Vehicles, Defendants engaged in deceptive business practices prohibited by the
21 AKDTPA, § 4-88-101 *et seq.* including

22 a. Representing that Class Vehicles have characteristics, uses,
23 benefits, and qualities which they do not have;

24 b. Representing that Class Vehicles are of a particular standard,
25 quality, and grade when they are not;

26 c. Advertising Class Vehicles with the intent not to sell or lease
27 them as advertised

28 d. representing that a transaction involving Class Vehicles confers
or involves rights, remedies, and obligations which it does not; and

1 e. Representing that the subject of a transaction involving
2 Defective Vehicles has been supplied in accordance with a previous representation
3 when it has not.

4 226. As alleged above, Defendants made material statements about the
5 safety and reliability of Class Vehicles that were either false or misleading.

6 227. Defendants knew that the ignition switch in the Class Vehicles was
7 defectively designed or manufactured, would fail without warning, and was not
8 suitable for its intended use of controlling the main electrical systems of the vehicle
9 and allowing the driver to maintain control of the vehicle. Defendants nevertheless
10 failed to warn Plaintiff about these inherent dangers despite having a duty to do so.

11 228. Defendants each owed Plaintiff a duty to disclose the defective nature
12 of Class Vehicles, including the dangerous risk of ignition switch movement,
13 engine shutdown, and disabled safety airbags, because it:

14 a. Possessed exclusive knowledge of the defects rendering Class
15 Vehicles inherently more dangerous and unreliable than similar vehicles;

16 b. Intentionally concealed the hazardous situation with Class
17 Vehicles through their deceptive marketing campaign and recall program that they
18 designed to hide the life-threatening problems from Plaintiff; and/or

19 c. Made incomplete representations about the safety and reliability
20 of Class Vehicles generally, and the ignition switch in particular, while
21 purposefully withholding material facts from Plaintiffs that contradicted these
22 representations.

23 229. Class Vehicles with the Ignition Switch Defect pose an unreasonable
24 risk of death or serious bodily injury to Plaintiffs, passengers, other motorists,
25 pedestrians, and the public at large, because they are susceptible to incidents of
26 sudden and unintended engine shutdown.

27 230. Whether or not a vehicle's (a) ignition switch will move
28 unintentionally and (b) shut down the engine and disable the safety airbags, are

1 facts that a reasonable consumer would consider important in selecting a vehicle to
2 purchase or lease. When Plaintiff and Arkansas Class Members bought a
3 Defendants Vehicle for personal, family, or household purposes, they reasonably
4 expected the vehicle would not change ignition position unless the driver turned the
5 key.

6 231. Defendants' unfair or deceptive acts or practices were likely to deceive
7 reasonable consumers, including Plaintiffs, about the true safety and reliability of
8 Class Vehicles.

9 232. As a result of its violations of the AKDTPA detailed above,
10 Defendants caused ascertainable loss to Plaintiff and Arkansas Class Members and,
11 if not stopped, will continue to harm Plaintiff and Arkansas Class Members.
12 Plaintiff and Arkansas Class Members currently own or lease, or within the class
13 period have owned or leased, Class Vehicles that are defective and inherently
14 unsafe.

15 233. Plaintiff and Arkansas Class Members risk irreparable injury as a
16 result of Defendants' act and omissions in violation of the AKDTPA, and these
17 violations present a continuing risk to Plaintiffs as well as to the general public.

18 234. The recalls and repairs instituted by Defendants have not been
19 adequate. The recall is not an effective remedy and is not offered to all Defective
20 Vehicles.

21 235. Plaintiff seeks an order enjoining Defendants' unfair or deceptive acts
22 or practices, restitution, punitive damages, costs of Court, attorney's fees, and any
23 other just and proper relief available under the AKDTPA, § 4-88-101 *et seq.*

24 **SEVENTH CLAIM FOR RELIEF**

25 **Asserted on Behalf of the Alabama Class**
26 **(Violation of Alabama's Deceptive Trade Practices Act ("ADTPA"),**
Ala. Code. § 8-19-1 et seq.)

27 236. Plaintiffs hereby incorporate by reference the allegations contained in
28 the preceding paragraphs of this Complaint.

1 237. This Count is brought on behalf of Plaintiff Melissa Cave, and the
2 Alabama Class.

3 238. Plaintiff and the Alabama Class are “consumers” within the meaning
4 of Ala. Code §8-19-3(2).

5 239. Plaintiff, the Alabama Class, and Defendants are “persons” within the
6 meaning of Ala. Code §8-19-3(5).

7 240. The Class Vehicles are “goods” within the meaning of Ala. Code §8-
8 19-3(3).

9 241. Defendants were engaged in “trade or commerce” within the meaning
10 of Ala. Code §8-19-3(8).

11 242. Defendants both participated in unfair or deceptive acts or practices
12 that violated the ADTPA, Ala. Code §8-19-1, *et seq.* as described above and below.
13 Defendants each are directly liable for these violations of law.

14 243. By failing to disclose and actively concealing the dangerous risk of
15 ignition switch movement, engine shutdown, and airbag disabling in Class
16 Vehicles, Defendants engaged in deceptive business practices prohibited by the
17 ADTPA, Ala. Code §8-19-1, *et seq* including

18 a. Representing that Class Vehicles have characteristics, uses,
19 benefits, and qualities which they do not have;

20 b. Representing that Class Vehicles are of a particular standard,
21 quality, and grade when they are not;

22 c. Advertising Class Vehicles with the intent not to sell or lease
23 them as advertised

24 d. representing that a transaction involving Class Vehicles confers
25 or involves rights, remedies, and obligations which it does not; and

26 e. Representing that the subject of a transaction involving
27 Defective Vehicles has been supplied in accordance with a previous representation
28 when it has not.

1 244. As alleged above, Defendants made material statements about the
2 safety and reliability of Class Vehicles that were either false or misleading.

3 245. Defendants knew that the ignition switch in the Class Vehicles was
4 defectively designed or manufactured, would fail without warning, and was not
5 suitable for its intended use of controlling the main electrical systems of the vehicle
6 and allowing the driver to maintain control of the vehicle. Defendants nevertheless
7 failed to warn Plaintiff about these inherent dangers despite having a duty to do so.

8 246. Defendants each owed Plaintiff a duty to disclose the defective nature
9 of Class Vehicles, including the dangerous risk of ignition switch movement,
10 engine shutdown, and disabled safety airbags, because it:

11 a. Possessed exclusive knowledge of the defects rendering Class
12 Vehicles inherently more dangerous and unreliable than similar vehicles;

13 b. Intentionally concealed the hazardous situation with Class
14 Vehicles through their deceptive marketing campaign and recall program that they
15 designed to hide the life-threatening problems from Plaintiff; and/or

16 c. Made incomplete representations about the safety and reliability
17 of Class Vehicles generally, and the ignition switch in particular, while
18 purposefully withholding material facts from Plaintiffs that contradicted these
19 representations.

20 247. Class Vehicles with the Ignition Switch Defect pose an unreasonable
21 risk of death or serious bodily injury to Plaintiffs, passengers, other motorists,
22 pedestrians, and the public at large, because they are susceptible to incidents of
23 sudden and unintended engine shutdown.

24 248. Whether or not a vehicle's (a) ignition switch will move
25 unintentionally and (b) shut down the engine and disable the safety airbags, are
26 facts that a reasonable consumer would consider important in selecting a vehicle to
27 purchase or lease. When Plaintiff and Alabama Class Members bought a
28 Defendants Vehicle for personal, family, or household purposes, they reasonably

1 expected the vehicle would not change ignition position unless the driver turned the
2 key.

3 249. Defendants' unfair or deceptive acts or practices were likely to deceive
4 reasonable consumers, including Plaintiffs, about the true safety and reliability of
5 Class Vehicles.

6 250. As a result of its violations of the ADTPA detailed above, Defendants
7 caused ascertainable loss to Plaintiff and Alabama Class Members and, if not
8 stopped, will continue to harm Plaintiff and Alabama Class Members. Plaintiff and
9 Alabama Class Members currently own or lease, or within the class period have
10 owned or leased, Class Vehicles that are defective and inherently unsafe.

11 251. Plaintiff and Alabama Class Members risk irreparable injury as a result
12 of Defendants' act and omissions in violation of the ADTPA, and these violations
13 present a continuing risk to Plaintiffs as well as to the general public.

14 252. The recalls and repairs instituted by Defendants have not been
15 adequate. The recall is not an effective remedy and is not offered to all Defective
16 Vehicles.

17 253. Pursuant to ADTPA § 8-19-10, Plaintiff Cave individually and on
18 behalf of all others similarly situated, seeks monetary relief against Defendants
19 measured as the greater of (a) actual damages in an amount to be determined at trial
20 and (b) statutory damages in the amount of \$100 for each Plaintiff and each
21 Alabama Class Member.

22 254. Plaintiff also seeks an order enjoining Defendants' unfair, unlawful,
23 and/or deceptive practices, attorneys' fees, and any other just and proper relief
24 available under the ADTPA, §8-19-1, *et seq.*

25 255. Plaintiff presently does not claim the relief sought above pursuant to
26 Ala. Code § 8-19-10(e), until Plaintiffs' counsel, on behalf of Plaintiff Melissa
27 Cave and the Alabama Class, serve Defendants with notice of their alleged
28 violations of the ADTPA relating to the Class Vehicles purchased by the Plaintiff

1 and Class Members, and demanding that Defendants correct or agree to correct the
2 actions described therein. If Defendants fail to do so within the requisite time
3 period, Plaintiff seeks all damages and relief to which Plaintiffs and the Class are
4 entitled.

5 **EIGHTH CLAIM FOR RELIEF**

6 **Asserted on Behalf of the California Class**
7 **(Violation of California's Consumer Legal Remedies Act ("CLRA"),**
8 **Cal. Civ. Code § 1750, et seq.)**

9 256. Plaintiffs hereby incorporate by reference the allegations contained in
10 the preceding paragraphs of this Complaint.

11 257. This Count is brought on behalf of Plaintiff Esperanza Ramirez, and
12 the California Class.

13 258. Plaintiff, the California Class, and Defendants are "persons" within the
14 meaning of the CLRA. Cal. Civ. Code § 1761(c).

15 259. Plaintiffs and the California Class are "consumers" within the meaning
16 of the CLRA, Cal. Civ. Code § 1761(d), who purchased or leased one more Class
17 Vehicles.

18 260. Plaintiffs attach as Exhibit A an affidavit that shows venue in this
19 District is proper, to the extent such an affidavit is required by Cal. Civ. Code
20 § 1780(d).

21 261. By failing to disclose and actively concealing the dangerous risk of
22 ignition switch movement, engine shutdown, and disabled safety airbags in Class
23 Vehicles, Defendants engaged in deceptive business practices prohibited by the
24 CLRA, Cal. Civ. Code § 1750, et seq., including

25 a. representing that Class Vehicles have characteristics, uses,
26 benefits, and qualities which they do not have;

27 b. representing that Class Vehicles are of a particular standard,
28 quality, and grade when they are not;

1 c. advertising Class Vehicles with the intent not to sell or lease
2 them as advertised;

3 d. representing that a transaction involving Class Vehicles confers
4 or involves rights, remedies, and obligations which it does not; and

5 e. representing that the subject of a transaction involving Class
6 Vehicles has been supplied in accordance with a previous representation when it
7 has not.

8 262. As alleged above, Defendants made material statements about the
9 safety and reliability of Class Vehicles that were either false or misleading. Each of
10 these statements contributed to the deceptive context of Defendants' unlawful
11 advertising and representations as a whole.

12 263. Defendants knew that the ignition switch in Class Vehicles was
13 defectively designed or manufactured, would fail without warning by
14 unintentionally switching out of the "run" position while the vehicle is in operation,
15 and was not suitable for its intended use of controlling the main electrical systems
16 of the vehicle and allowing the driver to maintain control of the vehicle.
17 Defendants nevertheless failed to warn Plaintiffs and Class Members about these
18 inherent dangers despite having a duty to do so.

19 264. Defendants owed Plaintiffs and Class Members a duty to disclose the
20 defective nature of Class Vehicles, including the dangerous risk of inadvertent
21 ignition switch movement, engine shutdown, and disabled safety airbags because:

22 a. The Ignition Switch Defect is a safety hazard;

23 b. Defendants possessed exclusive knowledge of the defects
24 rendering Class Vehicles inherently more dangerous and unreliable than similar
25 vehicles;

26 c. Plaintiffs and Class Members could not reasonably have been
27 expected to learn or discover that the Class Vehicles had the Ignition Switch Defect
28 until, at the earliest, the manifestation of the Defect; and

1 d. G Defendants M intentionally concealed the hazardous situation
2 with Class Vehicles through their deceptive marketing campaign and recall
3 program that they designed to hide the life-threatening problems from Plaintiff and
4 Class Members; and/or

5 e. Defendants made incomplete representations about the safety
6 and reliability of the Class Vehicles, and the Ignition Switch Defect in particular,
7 while purposefully withholding material facts from Consumer Plaintiffs that
8 contradicted these representations.

9 f. The facts concealed or not disclosed by Defendants to Plaintiffs
10 and Class Members are material in that a reasonable consumer would have
11 considered them to be important in deciding whether or not to purchase a Class
12 Vehicle. Moreover, a reasonable consumer would consider the Ignition Switch
13 Defect to be a safety risk, as Class Members did. Had Plaintiff and other Class
14 Members known that the Class Vehicles had the Ignition Switch Defect, they would
15 not have purchased a Class Vehicle.

16 265. Class Vehicles equipped with the Ignition Switch Defect pose an
17 unreasonable risk of death or serious bodily injury to Plaintiffs and Class Members,
18 passengers, other motorists, pedestrians, and the public at large, because they are
19 susceptible to incidents where there is a sudden loss of power.

20 266. Whether or not a the ignition switch is loose and may unintentionally
21 move or switch from the “run” position to the “accessory” or “off” position while
22 the vehicle is in operation, thereby turning off the engine and the main electrical
23 systems of the vehicle, leaving the driver unable to use power-assisted steering and
24 brakes, and disabling safety airbags, are facts that a reasonable consumer would
25 consider important in selecting a vehicle to purchase or lease. When Plaintiffs and
26 Class Members bought a GM Vehicle for personal, family, or household purposes,
27 they reasonably expected that while the vehicle was in operation, the vehicle’s
28 ignition switch would not move from the “run” position and turn off the engine and

1 electrical systems, thereby cutting off power-assisted steering and brakes, and
2 disabling safety airbags, unless turned to that position intentionally by the driver.

3 267. Defendants' unfair or deceptive acts or practices were likely to and did
4 in fact deceive reasonable consumers, including the Plaintiffs and Class Members,
5 about the true safety and reliability of Class Vehicles.

6 268. As a result of its violations of the CLRA detailed above, Defendants
7 caused actual damage to Plaintiffs and Class Members and, if not stopped, will
8 continue to harm Class Members. Plaintiffs and Class Members currently own or
9 lease, or within the class period have owned or leased, Class Vehicles that are
10 defective and inherently unsafe. Plaintiffs and Class Members risk irreparable
11 injury as a result of Defendants' acts and omissions in violation of the CLRA, and
12 these violations present a continuing risk to Plaintiffs and Class Members as well as
13 to the general public.

14 269. Thus Plaintiffs, individually and for all those similarly situated,
15 demands judgment against Defendants under the CLRA for injunctive relief in the
16 form of restitution and/or proportional disgorgement of funds paid to Defendants to
17 purchase their vehicles, an injunction requiring GM to adequately and permanently
18 repair the vehicles, free of charge, and an award of attorneys' fees pursuant to Civil
19 Code § 1780(d). Plaintiffs seeks this injunctive relief for Defendants' violations of
20 CLRA §§ 1770(a)(5), (7), and (9).

21 270. In accordance with section 1782(a) of the CLRA, Plaintiffs' counsel,
22 on behalf of Plaintiff Esperanza Ramirez, will serve Defendants with notice of their
23 alleged violations of Cal. Civ. Code § 1770(a) relating to the Class Vehicles
24 purchased by the Plaintiffs, and demanding that Defendants correct or agree to
25 correct the actions described therein. If Defendants fail to do so, Plaintiffs will
26 amend this Complaint as of right (or otherwise seek leave to amend the Complaint)
27 to include compensatory and monetary damages to which Plaintiffs and the Class
28 are entitled.

1 278. Defendants violated the reporting requirements of FMVSS 573
2 requirement by failing to report the Ignition Switch Defect within five days of
3 determining the defect existed, and failing to recall *all* affected vehicles.

4 279. Defendants committed *unfair business acts and practices* in violation
5 of section 17200 when it concealed the existence and nature of the Ignition Switch
6 Defect and represented that the Class Vehicles were reliable and safe when, in fact,
7 they are not. The Ignition Switch Defect presents a safety hazard for occupants of
8 the Class Vehicles.

9 280. Defendants violated the fraudulent prong of section 17200 because the
10 misrepresentations and omissions regarding the safety and reliability of their
11 vehicles as set forth in this Complaint were likely to deceive a reasonable
12 consumer, and the information would be material to a reasonable consumer.

13 281. Defendants committed *fraudulent business acts and practices* in
14 violation of section 17200 when it concealed the existence and nature of the
15 Ignition Switch Defect, while representing in its marketing, advertising, and other
16 broadly disseminated representations that the Class Vehicles were reliable and safe
17 when, in fact, they are not. Defendants' representations and active concealment of
18 the Defect are likely to mislead the public with regard to the true defective nature of
19 the Class Vehicles.

20 282. Defendants has violated the unfair prong of section 17200 because the
21 acts and practices set forth in the Complaint, including the manufacture and sale of
22 vehicles with the ignition switch defect that unintentionally shifts from the "run"
23 position to the "accessory" or "off" position causing loss of electrical power and
24 turning off the engine, and Defendants' failure to adequately investigate, disclose
25 and remedy, offend established public policy, and because the harm they cause to
26 consumers greatly outweighs any benefits associated with those practices.
27 Defendants' conduct has also impaired competition within the automotive vehicles
28 market and has prevented Plaintiffs from making fully informed decisions about

1 whether to purchase or lease Class Vehicles and/or the price to be paid to purchase
2 or lease Class Vehicles.

3 283. Plaintiff Ramirez has suffered an injury in fact, including the loss of
4 money or property, as a result of Defendants' unfair, unlawful and/or deceptive
5 practices. As set forth in the allegations concerning each plaintiff, in purchasing or
6 leasing their vehicles, the Plaintiffs relied on the misrepresentations and/or
7 omissions of Defendants with respect of the safety and reliability of the vehicles.
8 Defendants' representations turned out not to be true because the vehicles can
9 unexpectedly and dangerously accelerate out of the drivers' control. Had Plaintiff
10 Ramirez known this she would not have purchased or leased her Class Vehicles
11 and/or paid as much for them.

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

16 285. As a direct and proximate result of Defendants' unfair and deceptive
17 practices, Plaintiff Ramirez and California Class Members have suffered and will
18 continue to suffer actual damages.

19 286. Plaintiffs request that this Court enter such orders or judgments as may
20 be necessary to enjoin Defendants from continuing their unfair, unlawful, and/or
21 deceptive practices, as provided in Cal. Bus. & Prof. Code § 17203; and for such
22 other relief set forth below.

23 **TENTH CLAIM FOR RELIEF**

24 **Asserted on Behalf of the California Class**
25 **(Violation of California's False Advertising Law,**
26 **Cal. Bus. & Prof. Code § 17500, et seq.)**

27 287. Plaintiffs hereby incorporate by reference the allegations contained in
28 the preceding paragraphs of this Complaint.

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1 288. This Count is brought on behalf of Plaintiff Esperanza Ramirez and the
2 California Class.

3 289. California Business and Professions Code § 17500 states: “It is
4 unlawful for any ... corporation ... with intent directly or indirectly to dispose of
5 real or personal property ... to induce the public to enter into any obligation relating
6 thereto, to make or disseminate or cause to be made or disseminated ... from this
7 state before the public in any state, in any newspaper or other publication, or any
8 advertising device, ... or in any other manner or means whatever, including over
9 the Internet, any statement ... which is untrue or misleading, and which is known,
10 or which by the exercise of reasonable care should be known, to be untrue or
11 misleading.”

12 290. Defendants caused to be made or disseminated through California and
13 the United States, through advertising, marketing and other publications, statements
14 that were untrue or misleading, and which were known, or which by the exercise of
15 reasonable care should have been known to the Defendants, to be untrue and
16 misleading to consumers and Plaintiff.

17 291. Defendants violated section 17500 because the misrepresentations and
18 omissions regarding the safety and reliability of their vehicles as set forth in this
19 Complaint were material and likely to deceive a reasonable consumer.

20 292. Plaintiffs and California Class Members have suffered an injury in
21 fact, including the loss of money or property, as a result of Defendants’ unfair,
22 unlawful and/or deceptive practices. In purchasing or leasing their vehicles, the
23 Plaintiffs and California Class Members relied on the misrepresentations and/or
24 omissions of Defendants with respect to the safety and reliability of the vehicles.
25 Defendants’ representations turned out not to be true because the vehicles can
26 unexpectedly and dangerously accelerate out of the drivers’ control. Had the
27 Plaintiffs and California Class Members known this, they would not have
28 purchased or leased their Class Vehicles and/or paid as much for them.

1 301. The GM vehicles are “consumer goods” within the meaning of Cal.
2 Civ. Code § 1791(a).

3 302. Defendants are “manufacturers” of the GM vehicles within the
4 meaning of Cal. Civ. Code § 1791(j).

5 303. Plaintiffs and Class Members bought/leased new motor vehicles
6 manufactured by the Defendants.

7 304. Defendants made express warranties to Plaintiffs and Class Members
8 within the meaning of Cal. Civ. Code §§ 1791.2 and 1793.2, both in its warranty
9 manual and advertising, as described above.

10 305. Defendants’ vehicles had and continue to have sudden unintended
11 ignition shut off and other ignition switch defects that were and continue to be
12 covered by Defendants’ express warranties and these defects substantially impair
13 the use, value, and safety of Defendants’ vehicles to reasonable consumers like
14 Plaintiffs and Class Members.

15 306. Defendants did not promptly replace or buy back the vehicles of
16 Plaintiffs and Class Members.

17 307. As a result of Defendants’ breach of its express warranties, Plaintiffs
18 and Class Members received goods whose dangerous condition substantially
19 impairs their value to Plaintiffs and Class Members. Plaintiffs and Class Members
20 have been damaged as a result of the diminished value of the Defendants’ products,
21 the products’ malfunctioning, and the nonuse of their vehicles.

22 308. Pursuant to Cal. Civ. Code §§ 1793.2 & 1794, Plaintiffs and the Class
23 are entitled to an injunction necessary to enjoin Defendants from continuing their
24 unfair, unlawful, and/or deceptive practices.

25 309. Pursuant to Cal. Civ. Code § 1794, Plaintiffs and the Class are entitled
26 to costs and attorneys’ fees.

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1 **TWELFTH CLAIM FOR RELIEF**

2 **Asserted on Behalf of the Delaware Class**
3 **(Violation of Delaware’s Consumer Fraud Act (“DCFA”), 6 Del. Code. Ann. §**
4 **2511 et seq.)**

4 310. Plaintiffs hereby incorporate by reference the allegations contained in
5 the preceding paragraphs of this Complaint.

6 311. This Count is brought on behalf of Plaintiff Marguerite Lambert, and
7 the Delaware Class.

8 312. Defendants, Plaintiff, and the Delaware Class are “persons” within the
9 meaning of DCFA § 2511(7).

10 313. The DCFA prohibits “any deception, fraud, false pretense, false
11 promise, misrepresentation, or the concealment, suppression, or omission of any
12 material fact with intent that others rely upon such concealment, suppression or
13 omission, in connection with the sale, lease or advertisement of any merchandise,
14 whether or not any person has in fact been misled, deceived or damaged”
15 DCFA, § 2513.

16 314. Defendants violated the DCFA when they represented, through
17 advertising, warranties, and other express representations, that the Class Vehicles
18 had characteristics and benefits that they did not actually have.

19 315. Defendants violated the DCFA when they falsely represented, through
20 advertising, warranties, and other express representations, that the Class Vehicles
21 were of certain quality or standard when they were not.

22 316. Defendants violated the DCFA by fraudulently concealing from and/or
23 failing to disclose to Plaintiffs and the Delaware Class the defects associated with
24 the Class Vehicles

25 317. Defendants violated the DCFA by actively misrepresenting in, and/or
26 concealing and omitting from, their advertising, marketing, and other
27 communications, material information regarding the Class Vehicles. The material
28 information included:

1 a. that there was a substantial risk of ignition switch failure that far
2 exceeded the risk of such defect normally associated with similar consumer
3 products;

4 b. that the Ignition Switch Defect might not become apparent until
5 after the warranty had expired; and

6 c. that Defendants were not committed to repairing the Ignition
7 Switch Defect if it was discovered after the warranty expired.

8 318. Defendants intentionally and knowingly misrepresented material facts
9 regarding the Class Vehicles with an intent to mislead Plaintiff and the Delaware
10 Class.

11 319. As a direct and proximate cause of Defendants' violations of the
12 DCFA, Plaintiff and members of the Delaware Class have suffered injury in fact
13 and/or actual damage, in that they purchased a Class Vehicle that contains inherent
14 design defects. Plaintiffs and the Delaware Class have suffered an injury to their
15 property.

16 320. Further, Defendants' acts or practices, as described herein,
17 significantly the public as actual consumers of the Class Vehicles, which pose an
18 unreasonable risk of death or serious bodily injury to Plaintiffs, passengers, other
19 motorists, pedestrians, and the public at large, because they are susceptible to
20 incidents of ignition switch failure.

21 321. Plaintiff seeks an order enjoining Defendants' unfair or deceptive acts
22 or practices, restitution, punitive damages, costs of Court, attorney's fees, and any
23 other just and proper relief available under the DCFA.

24 **THIRTEENTH CLAIM FOR RELIEF**

25 **Asserted on Behalf of the Delaware Class**
26 **(Violation of Delaware's Deceptive Trade Practices Act ("DDTPA"), 6 Del.**
Code. Ann. § 2531 et seq.)

27 322. Plaintiffs hereby incorporate by reference the allegations contained in
28 the preceding paragraphs of this Complaint.

1 323. This Count is brought on behalf of Plaintiff Marguerite Lambert, and
2 the Delaware Class.

3 324. Defendants, Plaintiff, and the Delaware Class are “persons” within the
4 meaning of DDTPA § 2531(5).

5 325. By failing to disclose and actively concealing the dangerous risk of
6 ignition switch movement, engine shutdown, and airbag disabling in Class
7 Vehicles, Defendants engaged in deceptive business practices prohibited by the
8 DDTPA including

9 a. Representing that Class Vehicles have characteristics, uses,
10 benefits, and qualities which they do not have;

11 b. Representing that Class Vehicles are of a particular standard,
12 quality, and grade when they are not;

13 c. Advertising Class Vehicles with the intent not to sell or lease
14 them as advertised

15 d. representing that a transaction involving Class Vehicles confers
16 or involves rights, remedies, and obligations which it does not; and

17 e. Representing that the subject of a transaction involving
18 Defective Vehicles has been supplied in accordance with a previous representation
19 when it has not.

20 326. As alleged above, Defendants made material statements about the
21 safety and reliability of Class Vehicles that were either false or misleading.

22 327. Defendants knew that the ignition switch in the Class Vehicles was
23 defectively designed or manufactured, would fail without warning, and was not
24 suitable for its intended use of controlling the main electrical systems of the vehicle
25 and allowing the driver to maintain control of the vehicle. Defendants nevertheless
26 failed to warn Plaintiff about these inherent dangers despite having a duty to do so.

27 328. As a result of its violations of the DDTPA detailed above, Defendants
28 caused ascertainable loss to Plaintiff and Louisiana Class Members and, if not

1 stopped, will continue to harm Plaintiff and Louisiana Class Members. Plaintiff and
2 Louisiana Class Members currently own or lease, or within the class period have
3 owned or leased, Class Vehicles that are defective and inherently unsafe.

4 329. Plaintiff further seeks an order enjoining Defendants' unfair or
5 deceptive acts or practices, restitution, punitive damages, costs of Court, attorney's
6 fees, and any other just and proper relief available under the DDTPA § 2533.

7 **FOURTEENTH CLAIM FOR RELIEF**

8 **Asserted on Behalf of the Florida Class**
9 **(Violation of Florida's Unfair & Deceptive Trade Practices Act**
10 **("Florida UDTPA"), Fla. Stat. § 501.201 et seq.)**

11 330. Plaintiffs hereby incorporate by reference the allegations contained in
12 the preceding paragraphs of this Complaint.

13 331. This Count is brought on behalf of Plaintiff Kim Genovese, and the
14 Florida Class.

15 332. Plaintiff is a "consumer" within the meaning of Florida UDTPA
16 § 501.203(7).

17 333. Defendants engaged in "trade or commerce" within the meaning of
18 Florida UDTPA § 501.203(8).

19 334. The conduct of Defendants as set forth herein constitutes unfair or
20 deceptive acts or practices, including, but not limited to Defendants' manufacture
21 and sale of vehicles with an ignition switch defect that can cause sudden and
22 unwanted engine shutdown and disable safety airbags, which Defendants failed to
23 adequately investigate, disclose and remedy, and Defendants' misrepresentations
24 and omissions regarding the safety and reliability of its vehicles.

25 335. Plaintiff and the Florida Class were injured as a result of the
26 Defendants' conduct. Plaintiff and the Florida Class overpaid for the Class Vehicles
27 and did not receive the benefit of their bargain.

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1 d. representing that a transaction involving Class Vehicles confers
2 or involves rights, remedies, and obligations which it does not; and

3 e. Representing that the subject of a transaction involving
4 Defective Vehicles has been supplied in accordance with a previous representation
5 when it has not.

6 343. As alleged above, Defendants made material statements about the
7 safety and reliability of Class Vehicles that were either false or misleading.

8 344. Defendants knew that the ignition switch in the Class Vehicles was
9 defectively designed or manufactured, would fail without warning, and was not
10 suitable for its intended use of controlling the main electrical systems of the vehicle
11 and allowing the driver to maintain control of the vehicle. Defendants nevertheless
12 failed to warn Plaintiff about these inherent dangers despite having a duty to do so.

13 345. Defendants each owed Plaintiff a duty to disclose the defective nature
14 of Class Vehicles, including the dangerous risk of ignition switch movement,
15 engine shutdown, and disabled safety airbags, because it:

16 a. Possessed exclusive knowledge of the defects rendering Class
17 Vehicles inherently more dangerous and unreliable than similar vehicles;

18 b. Intentionally concealed the hazardous situation with Class
19 Vehicles through their deceptive marketing campaign and recall program that they
20 designed to hide the life-threatening problems from Plaintiff; and/or

21 c. Made incomplete representations about the safety and reliability
22 of Class Vehicles generally, and the ignition switch in particular, while
23 purposefully withholding material facts from Plaintiffs that contradicted these
24 representations.

25 346. Class Vehicles with the Ignition Switch Defect pose an unreasonable
26 risk of death or serious bodily injury to Plaintiffs, passengers, other motorists,
27 pedestrians, and the public at large, because they are susceptible to incidents of
28 sudden and unintended engine shutdown.

1 347. Whether or not a vehicle's (a) ignition switch will move
2 unintentionally and (b) shut down the engine and disable the safety airbags, are
3 facts that a reasonable consumer would consider important in selecting a vehicle to
4 purchase or lease. When Plaintiff and the Georgia Class bought a GM Vehicle for
5 personal, family, or household purposes, they reasonably expected the vehicle
6 would not change ignition position unless the driver turned the key.

7 348. Defendants' unfair or deceptive acts or practices were likely to deceive
8 reasonable consumers, including Plaintiffs, about the true safety and reliability of
9 Class Vehicles.

10 349. As a result of its violations of the GFPBA detailed above, Defendants
11 caused ascertainable loss to Plaintiff and the Georgia Class and, if not stopped, will
12 continue to harm Plaintiff and the Georgia Class. Plaintiff and the Georgia Class
13 currently own or lease, or within the class period have owned or leased, Class
14 Vehicles that are defective and inherently unsafe.

15 350. Plaintiff seeks an order enjoining Defendants' unfair or deceptive acts
16 or practices, restitution, punitive damages, costs of Court, attorney's fees, and any
17 other just and proper relief available under the GFBPA, Ga. Code. Rev. § 10-1-390,
18 *et seq.*

19 351. Plaintiff presently does not claim the relief sought above pursuant to
20 Ga. Code. Rev. § 10-1-399(b), until Plaintiffs' counsel, on behalf of Plaintiff
21 Robert Dail, and the Georgia Class, serve Defendants with notice of their alleged
22 violations of the GFBPA relating to the Class Vehicles purchased by the Plaintiff
23 and Class Members, and demanding that Defendants correct or agree to correct the
24 actions described therein. If Defendants fail to do so within the requisite time
25 period, Plaintiff seeks all damages and relief to which Plaintiffs and the Class are
26 entitled.

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1 c. that Defendants were not committed to repairing the Ignition
2 Switch Defect if it was discovered after the warranty expired.

3 359. Defendants intentionally and knowingly misrepresented material facts
4 regarding the Class Vehicles with an intent to mislead Plaintiff and the Hawaii
5 Class.

6 360. As a direct and proximate cause of Defendants' violations of the
7 HUDTPA, Plaintiff and members of the Hawaii Class have suffered injury in fact
8 and/or actual damage, in that they purchased a Class Vehicle that contains inherent
9 design defects. Plaintiffs and the Hawaii Class have suffered an injury to their
10 property.

11 361. Further, Defendants' acts or practices, as described herein,
12 significantly the public as actual consumers of the Class Vehicles, which pose an
13 unreasonable risk of death or serious bodily injury to Plaintiffs, passengers, other
14 motorists, pedestrians, and the public at large, because they are susceptible to
15 incidents of ignition switch failure.

16 362. Plaintiff seeks an order enjoining Defendants' unfair or deceptive acts
17 or practices, restitution, punitive damages, costs of Court, attorney's fees, and any
18 other just and proper relief available under the HUDTPA, Haw. Rev. Stat. § 481A,
19 *et seq.*

20 **SEVENTEENTH CLAIM FOR RELIEF**

21 **Asserted on Behalf of the Indiana Class**
22 **(Violation of Idaho's Consumer Protection Act ("IDCPA"),**
Idaho Code Ann. § 48-601 et seq.)

23 363. Plaintiffs hereby incorporate by reference the allegations contained in
24 the preceding paragraphs of this Complaint.

25 364. This Count is brought on behalf of Plaintiff Yolanda Valdez and the
26 Idaho Class.

27 365. Defendants, Plaintiff, and the Idaho Class are "persons" within the
28 meaning of IDCPA § 48-602(1).

1 366. Defendants engaged in “trade” or “commerce” within the meaning of
2 IDCPA § 48-602(2).

3 367. The purpose of the IDCPA “is to protect both consumers and
4 businesses against unfair methods of competition and unfair or deceptive acts and
5 practices in the conduct of trade or commerce[.]” § 48-601.

6 368. Defendants both participated in unfair or deceptive acts or practices
7 that violated the IDCPA, § 48-601 *et seq.*, as described above and below.

8 Defendants each are directly liable for these violations of law.

9 369. By failing to disclose and actively concealing the dangerous risk of
10 ignition switch movement, engine shutdown, and airbag disabling in Class
11 Vehicles, Defendants engaged in deceptive business practices prohibited by the
12 IDCPA, § 48-601 *et seq.* including

13 a. Representing that Class Vehicles have characteristics, uses,
14 benefits, and qualities which they do not have;

15 b. Representing that Class Vehicles are of a particular standard,
16 quality, and grade when they are not;

17 c. Advertising Class Vehicles with the intent not to sell or lease
18 them as advertised

19 d. representing that a transaction involving Class Vehicles confers
20 or involves rights, remedies, and obligations which it does not; and

21 e. Representing that the subject of a transaction involving
22 Defective Vehicles has been supplied in accordance with a previous representation
23 when it has not.

24 370. As alleged above, Defendants made material statements about the
25 safety and reliability of Class Vehicles that were either false or misleading.

26 371. Defendants knew that the ignition switch in the Class Vehicles was
27 defectively designed or manufactured, would fail without warning, and was not
28 suitable for its intended use of controlling the main electrical systems of the vehicle

1 and allowing the driver to maintain control of the vehicle. Defendants nevertheless
2 failed to warn Plaintiff about these inherent dangers despite having a duty to do so.

3 372. Defendants each owed Plaintiff a duty to disclose the defective nature
4 of Class Vehicles, including the dangerous risk of ignition switch movement,
5 engine shutdown, and disabled safety airbags, because it:

6 a. Possessed exclusive knowledge of the defects rendering Class
7 Vehicles inherently more dangerous and unreliable than similar vehicles;

8 b. Intentionally concealed the hazardous situation with Class
9 Vehicles through their deceptive marketing campaign and recall program that they
10 designed to hide the life-threatening problems from Plaintiff; and/or

11 c. Made incomplete representations about the safety and reliability
12 of Class Vehicles generally, and the ignition switch in particular, while
13 purposefully withholding material facts from Plaintiffs that contradicted these
14 representations.

15 373. Class Vehicles with the Ignition Switch Defect pose an unreasonable
16 risk of death or serious bodily injury to Plaintiffs, passengers, other motorists,
17 pedestrians, and the public at large, because they are susceptible to incidents of
18 sudden and unintended engine shutdown.

19 374. Whether or not a vehicle's (a) ignition switch will move
20 unintentionally and (b) shut down the engine and disable the safety airbags, are
21 facts that a reasonable consumer would consider important in selecting a vehicle to
22 purchase or lease. When Plaintiff and Idaho Class Members bought a Defendants
23 Vehicle for personal, family, or household purposes, they reasonably expected the
24 vehicle would not change ignition position unless the driver turned the key.

25 375. Defendants' unfair or deceptive acts or practices were likely to deceive
26 reasonable consumers, including Plaintiffs, about the true safety and reliability of
27 Class Vehicles.

28 //

1 376. As a result of its violations of the IDCPA detailed above, Defendants
2 caused ascertainable loss to Plaintiff and Idaho Class Members and, if not stopped,
3 will continue to harm Plaintiff and Idaho Class Members. Plaintiff and Idaho Class
4 Members currently own or lease, or within the class period have owned or leased,
5 Class Vehicles that are defective and inherently unsafe.

6 377. Plaintiff and Idaho Class Members risk irreparable injury as a result of
7 Defendants' act and omissions in violation of the IDCPA, and these violations
8 present a continuing risk to Plaintiffs as well as to the general public.

9 378. The recalls and repairs instituted by Defendants have not been
10 adequate. The recall is not an effective remedy and is not offered to all Defective
11 Vehicles.

12 379. Pursuant to IDCPA, Plaintiff individually and on behalf of all others
13 similarly situated, seeks monetary relief against Defendants measured as the greater
14 of (a) actual damages in an amount to be determined at trial and (b) statutory
15 damages in the amount of \$1000 for each Plaintiff and each Idaho Class Member.

16 380. Plaintiff also seeks an order enjoining Defendants' unfair, unlawful,
17 and/or deceptive practices, attorneys' fees, and any other just and proper relief
18 available under IDCPA, § 48-601 *et seq.*

19 **EIGHTEENTH CLAIM FOR RELIEF**

20 **Asserted on Behalf of the Indiana Class**
21 **(Violation of Indiana's Deceptive Consumer Sales Act ("DCSA"),**
Ind. Code § 24-5-0.5, et seq.)

22 381. Plaintiffs hereby incorporate by reference the allegations contained in
23 the preceding paragraphs of this Complaint.

24 382. This Count is brought on behalf of Plaintiff Alphonso Wright and the
25 Indiana Class.

26 383. The Plaintiff's and Indiana Class Members' purchases of the Defective
27 Vehicle are "consumer transactions" within the meaning of the DCSA, § 24-5-.05-
28 2(a)(1).

1 384. Defendants are “suppliers” within the meaning of the DCSA, § 24-5-
2 .05-2(a)(3).

3 385. Defendants’ actions, as complained of herein, constitute “incurable
4 deceptive acts” within the meaning of the DCSA, § 24-5-.05-2(a)(3), in that
5 Defendants continuously and consistently failed to disclose to consumers, such as
6 Plaintiff Wright, that the Class Vehicles are at unreasonable risk of manifesting the
7 Ignition Switch Defect by way of a sudden and dangerous failure that puts the
8 consumer and others at serious risk of injury or death, and Defendants intended that
9 Plaintiff and the Indiana Class would rely on the deception by purchasing the
10 Defective Vehicles, unaware of the material facts described above.

11 386. As a direct and proximate cause of Defendants’ violations of the
12 DCSA, Plaintiff and members of the Indiana Class have suffered injury in fact
13 and/or actual damage, in that they purchased a Class Vehicle that contains inherent
14 design defects.

15 387. Pursuant to DCSA § 24-5-0.55-4, Plaintiff Wright individually and on
16 behalf of all others similarly situated, seeks monetary relief against Defendants
17 measured as the greater of (a) actual damages in an amount to be determined at trial
18 and (b) statutory damages in the amount of \$500 for each Plaintiff and each Indiana
19 Class Member, including treble damages up to \$1,000.

20 388. Plaintiff also seeks an order enjoining Defendants’ unfair, unlawful,
21 and/or deceptive practices, attorneys’ fees, and any other just and proper relief
22 available under DCSA § 24-5-0.5, *et seq.*

23 **NINETEENTH CLAIM FOR RELIEF**

24 **Asserted on Behalf of the Kansas Class**
25 **(Violation of Kansas’ Consumer Protection Act (“KACPA”), Kan. Stat. Ann.**
§§ 50-623 et seq.)

26 389. Plaintiffs hereby incorporate by reference the allegations contained in
27 the preceding paragraphs of this Complaint.

28 //

1 390. This Count is brought on behalf of Plaintiff Philip Zivnuska and the
2 Kansas Class.

3 391. The KACPA is intended to, among other things, “protect consumers
4 from suppliers who commit deceptive and unconscionable practices[.]” § 50-623.

5 392. Defendants, Plaintiff, and the Kansas Class are “persons” within the
6 meaning of KACPA, § 50-624(i).

7 393. Plaintiff and the Kansas Class are “consumers” within the meaning of
8 KACPA, § 50-624(b).

9 394. Defendants are “suppliers” within the meaning of KACPA, § 50-
10 624(l).

11 395. Defendants both participated in unfair or deceptive acts or practices
12 that violated the KACPA, § 50-623 *et seq.*, as described above and below.
13 Defendants each are directly liable for these violations of law.

14 396. By failing to disclose and actively concealing the dangerous risk of
15 ignition switch movement, engine shutdown, and airbag disabling in Class
16 Vehicles, Defendants engaged in deceptive business practices prohibited by the
17 KACPA, § 50-623 *et seq.*, including

18 a. Representing that Class Vehicles have characteristics, uses,
19 benefits, and qualities which they do not have;

20 b. Representing that Class Vehicles are of a particular standard,
21 quality, and grade when they are not;

22 c. Advertising Class Vehicles with the intent not to sell or lease
23 them as advertised

24 d. representing that a transaction involving Class Vehicles confers
25 or involves rights, remedies, and obligations which it does not; and

26 e. Representing that the subject of a transaction involving
27 Defective Vehicles has been supplied in accordance with a previous representation
28 when it has not.

1 397. As alleged above, Defendants made material statements about the
2 safety and reliability of Class Vehicles that were either false or misleading.

3 398. Defendants knew that the ignition switch in the Class Vehicles was
4 defectively designed or manufactured, would fail without warning, and was not
5 suitable for its intended use of controlling the main electrical systems of the vehicle
6 and allowing the driver to maintain control of the vehicle. Defendants nevertheless
7 failed to warn Plaintiff about these inherent dangers despite having a duty to do so.

8 399. Defendants each owed Plaintiff a duty to disclose the defective nature
9 of Class Vehicles, including the dangerous risk of ignition switch movement,
10 engine shutdown, and disabled safety airbags, because it:

11 a. Possessed exclusive knowledge of the defects rendering Class
12 Vehicles inherently more dangerous and unreliable than similar vehicles;

13 b. Intentionally concealed the hazardous situation with Class
14 Vehicles through their deceptive marketing campaign and recall program that they
15 designed to hide the life-threatening problems from Plaintiff; and/or

16 c. Made incomplete representations about the safety and reliability
17 of Class Vehicles generally, and the ignition switch in particular, while
18 purposefully withholding material facts from Plaintiffs that contradicted these
19 representations.

20 400. Class Vehicles with the Ignition Switch Defect pose an unreasonable
21 risk of death or serious bodily injury to Plaintiffs, passengers, other motorists,
22 pedestrians, and the public at large, because they are susceptible to incidents of
23 sudden and unintended engine shutdown.

24 401. Whether or not a vehicle's (a) ignition switch will move
25 unintentionally and (b) shut down the engine and disable the safety airbags, are
26 facts that a reasonable consumer would consider important in selecting a vehicle to
27 purchase or lease. When Plaintiff and Idaho Class Members bought a Defendants
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1 Vehicle for personal, family, or household purposes, they reasonably expected the
2 vehicle would not change ignition position unless the driver turned the key.

3 402. Defendants' unfair or deceptive acts or practices were likely to deceive
4 reasonable consumers, including Plaintiffs, about the true safety and reliability of
5 Class Vehicles.

6 403. As a result of its violations of the KACPA detailed above, Defendants
7 caused ascertainable loss to Plaintiff and Kansas Class Members and, if not stopped,
8 will continue to harm Plaintiff and Kansas Class Members. Plaintiff and Kansas
9 Class Members currently own or lease, or within the class period have owned or
10 leased, Class Vehicles that are defective and inherently unsafe.

11 404. Plaintiff and Kansas Class Members risk irreparable injury as a result
12 of Defendants' act and omissions in violation of the KACPA, and these violations
13 present a continuing risk to Plaintiffs as well as to the general public.

14 405. The recalls and repairs instituted by Defendants have not been
15 adequate. The recall is not an effective remedy and is not offered to all Defective
16 Vehicles.

17 406. Pursuant to KACPA § 50-634, Plaintiff individually and on behalf of
18 all others similarly situated, seeks monetary relief against Defendants measured as
19 the greater of (a) actual damages in an amount to be determined at trial and (b)
20 statutory damages in the amount of \$10,000 for each Plaintiff and each Kansas
21 Class Member.

22 407. Plaintiff also seeks an order enjoining Defendants' unfair, unlawful,
23 and/or deceptive practices, declaratory relief, attorneys' fees, and any other just and
24 proper relief available under KACPA, § 50-623 *et seq.*

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1 **TWENTIETH CLAIM FOR RELIEF**

2 **Asserted on Behalf of the Kentucky Class**
3 **(Violation of Kentucky’s Consumer Protection Act (“KCPA”) Ky. Rev.. Stat.**
4 **§ 51:1405, et seq.)**

4 408. Plaintiffs hereby incorporate by reference the allegations contained in
5 the preceding paragraphs of this Complaint.

6 409. This Count is brought on behalf of Plaintiff Betty Barnes and the
7 Kentucky Class.

8 410. Defendants, Plaintiff, and the Kentucky Class are “persons” within the
9 meaning of the KCPA § 367.110(1).

10 411. Defendants engaged in “trade” or “commerce” within the meaning of
11 KCPA § 367.110(2).

12 412. The KCPA makes unlawful “[u]nfair, false, misleading, or deceptive
13 acts or practices in the conduct of any trade or commerce” KCPA §
14 367.170(1).

15 413. Defendants violated the KCPA when they represented, through
16 advertising, warranties, and other express representations, that the Class Vehicles
17 had characteristics and benefits that they did not actually have.

18 414. Defendants violated the KCPA when they falsely represented, through
19 advertising, warranties, and other express representations, that the Class Vehicles
20 were of certain quality or standard when they were not.

21 415. Defendants violated the KCPA by fraudulently concealing from and/or
22 failing to disclose to Plaintiffs and the Kentucky Class the defects associated with
23 the Class Vehicles

24 416. Defendants violated the KCPA by actively misrepresenting in, and/or
25 concealing and omitting from, their advertising, marketing, and other
26 communications, material information regarding the Class Vehicles. The material
27 information included:
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1 a. that there was a substantial risk of ignition switch failure that far
2 exceeded the risk of such defect normally associated with similar consumer
3 products;

4 b. that the Ignition Switch Defect might not become apparent until
5 after the warranty had expired; and

6 c. that Defendants were not committed to repairing the Ignition
7 Switch Defect if it was discovered after the warranty expired.

8 417. Defendants intentionally and knowingly misrepresented material facts
9 regarding the Class Vehicles with an intent to mislead Plaintiffs and the Kentucky
10 Class.

11 418. As a direct and proximate cause of Defendants' violations of the
12 KCPA, Plaintiffs and members of the Kentucky Class have suffered injury in fact
13 and/or actual damage, in that they purchased a Class Vehicle that contains inherent
14 design defects. Plaintiffs and the Kentucky Class have suffered an injury to their
15 property.

16 419. Plaintiff also seeks an order enjoining Defendants' unfair, unlawful,
17 and/or deceptive practices, attorneys' fees, and any other just and proper relief
18 available under KCPA § 367.110, *et seq.*

19 **TWENTY-FIRST CLAIM FOR RELIEF**

20 **Asserted on Behalf of the Louisiana Class**
21 **(Violation of Louisiana's Unfair Trade Practices And**
Consumer Protection Law ("UTPCPL"), La. Rev. Stat. § 51:1405, et seq.)

22 420. Plaintiffs hereby incorporate by reference the allegations contained in
23 the preceding paragraphs of this Complaint.

24 421. This Count is brought on behalf of Plaintiff Lisa West and the
25 Louisiana Class.

26 422. Plaintiffs, the Louisiana Class, and Defendants are "persons" within
27 the meaning of La. Rev. Stat. § 51-1402(8).
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1 423. Plaintiff and the Louisiana Class are “consumers’ within the meaning
2 of La. Rev. Stat. § 51-1402(1).

3 424. Plaintiffs, the Louisiana Class, and Defendants engaged in a
4 “consumer transaction” within the meaning of La. Rev. Stat. § 51-1402(3).

5 425. Defendants engaged in “trade” or “commerce” within the meaning of
6 La. Rev. Stat. § 51-1402(9).

7 426. Defendants both participated in unfair or deceptive acts or practices
8 that violated the UTPCPL as described above and below. Defendants each are
9 directly liable for these violations of law.

10 427. By failing to disclose and actively concealing the dangerous risk of
11 ignition switch movement, engine shutdown, and airbag disabling in Class
12 Vehicles, Defendants engaged in deceptive business practices prohibited by the
13 UTPCPL including

14 a. Representing that Class Vehicles have characteristics, uses,
15 benefits, and qualities which they do not have;

16 b. Representing that Class Vehicles are of a particular standard,
17 quality, and grade when they are not;

18 c. Advertising Class Vehicles with the intent not to sell or lease
19 them as advertised

20 d. representing that a transaction involving Class Vehicles confers
21 or involves rights, remedies, and obligations which it does not; and

22 e. Representing that the subject of a transaction involving
23 Defective Vehicles has been supplied in accordance with a previous representation
24 when it has not.

25 428. As alleged above, Defendants made material statements about the
26 safety and reliability of Class Vehicles that were either false or misleading.

27 429. Defendants knew that the ignition switch in the Class Vehicles was
28 defectively designed or manufactured, would fail without warning, and was not

1 suitable for its intended use of controlling the main electrical systems of the vehicle
2 and allowing the driver to maintain control of the vehicle. Defendants nevertheless
3 failed to warn Plaintiff about these inherent dangers despite having a duty to do so.

4 430. Defendants each owed Plaintiff a duty to disclose the defective nature
5 of Class Vehicles, including the dangerous risk of ignition switch movement,
6 engine shutdown, and disabled safety airbags, because it:

7 a. Possessed exclusive knowledge of the defects rendering Class
8 Vehicles inherently more dangerous and unreliable than similar vehicles;

9 b. Intentionally concealed the hazardous situation with Class
10 Vehicles through their deceptive marketing campaign and recall program that they
11 designed to hide the life-threatening problems from Plaintiff; and/or

12 c. Made incomplete representations about the safety and reliability
13 of Class Vehicles generally, and the ignition switch in particular, while
14 purposefully withholding material facts from Plaintiffs that contradicted these
15 representations.

16 431. Class Vehicles with the Ignition Switch Defect pose an unreasonable
17 risk of death or serious bodily injury to Plaintiffs, passengers, other motorists,
18 pedestrians, and the public at large, because they are susceptible to incidents of
19 sudden and unintended engine shutdown.

20 432. Whether or not a vehicle's (a) ignition switch will move
21 unintentionally and (b) shut down the engine and disable the safety airbags, are
22 facts that a reasonable consumer would consider important in selecting a vehicle to
23 purchase or lease. When Plaintiff and Louisiana Class Members bought a GM
24 Vehicle for personal, family, or household purposes, they reasonably expected the
25 vehicle would not change ignition position unless the driver turned the key.

26 433. Defendants' unfair or deceptive acts or practices were likely to deceive
27 reasonable consumers, including Plaintiffs, about the true safety and reliability of
28 Class Vehicles.

1 and sale of vehicles with an Ignition Switch Defect that can cause sudden and
2 unwanted engine shutdown and disable safety airbags, which Defendants failed to
3 adequately investigate, disclose and remedy, and Defendants' misrepresentations
4 and omissions regarding the safety and reliability of its Class Vehicles.

5 443. Defendant's actions as set forth above occurred in the conduct of trade
6 or commerce.

7 444. Defendants violated the Maryland CPA when it represented, through
8 their advertising, warranties and other express representations, that the Class
9 Vehicles had characteristics and benefits that they did not actually have.

10 445. Defendants violated the Maryland CPA when it falsely represented,
11 throughout its advertising, warranties and other express representations, that the
12 Class Vehicles were of certain quality or standard when they were not.

13 446. Defendants violated the Maryland CPA by fraudulently concealing
14 from and/or failing to disclose to Plaintiff and the Maryland Class the defects
15 associated with the Class Vehicles.

16 447. Defendants' unfair or deceptive acts or practices were likely to and did
17 in fact deceive reasonable consumers, including Plaintiff and Maryland Class
18 Members, about the true safety and reliability of Class Vehicles.

19 448. Plaintiff and the Maryland Class were injured as a result of the
20 Defendants' conduct. Plaintiff and the Maryland Class overpaid for the Class
21 Vehicles and did not receive the benefit of their bargain.

22 449. Plaintiff and the Maryland Class are also likely to be damaged by
23 Defendants' deceptive trade practices. Plaintiff and the Maryland Class purchased
24 or leased the Class Vehicles without knowledge of the dangerous risk of Ignition
25 Switch Defect, which posed an unreasonable risk of death or serious bodily injury
26 to Plaintiff, passengers, other motorists, pedestrians, and the public at large.

1 450. Plaintiff seeks an order enjoining Defendants’ unfair or deceptive acts
2 or practices, and attorneys’ fees, and any other just and proper relief available under
3 the Maryland CPA, § 13-408.

4 **TWENTY-THIRD CLAIM FOR RELIEF**

5 **Asserted on Behalf of the Massachusetts Class**
6 **(Violation of Massachusetts’ Consumer Protection Act (“MACPA”,**
7 **Mass. Gen. Laws Ann. Ch. 93A**

8 451. Plaintiffs hereby incorporate by reference the allegations contained in
9 the preceding paragraphs of this Complaint.

10 452. This Count is brought on behalf of Plaintiff Antonia Laverdiere, and
11 the Massachusetts Class.

12 453. Defendants, Plaintiff, and the Massachusetts Class are “persons”
13 within the meaning of MACPA § 1(a).

14 454. Defendants engaged in “trade” or “commerce” within the meaning of
15 MACPA § 1(b).

16 455. The MACPA makes unlawful “[u]nfair methods of competition and
17 unfair or deceptive acts or practices in the conduct of any trade or commerce”
18 § 2(a).

19 456.

20 457. Defendants both participated in unfair or deceptive acts or practices
21 that violated the MACPA as described above and below. Defendants each are
22 directly liable for these violations of law.

23 458. By failing to disclose and actively concealing the dangerous risk of
24 ignition switch movement, engine shutdown, and airbag disabling in Class
25 Vehicles, Defendants engaged in deceptive business practices prohibited by the
26 MACPA including

27 a. Representing that Class Vehicles have characteristics, uses,
28 benefits, and qualities which they do not have;

1 b. Representing that Class Vehicles are of a particular standard,
2 quality, and grade when they are not;

3 c. Advertising Class Vehicles with the intent not to sell or lease
4 them as advertised

5 d. representing that a transaction involving Class Vehicles confers
6 or involves rights, remedies, and obligations which it does not; and

7 e. Representing that the subject of a transaction involving
8 Defective Vehicles has been supplied in accordance with a previous representation
9 when it has not.

10 459. As alleged above, Defendants made material statements about the
11 safety and reliability of Class Vehicles that were either false or misleading.

12 460. Defendants knew that the ignition switch in the Class Vehicles was
13 defectively designed or manufactured, would fail without warning, and was not
14 suitable for its intended use of controlling the main electrical systems of the vehicle
15 and allowing the driver to maintain control of the vehicle. Defendants nevertheless
16 failed to warn Plaintiff about these inherent dangers despite having a duty to do so.

17 461. Defendants each owed Plaintiff a duty to disclose the defective nature
18 of Class Vehicles, including the dangerous risk of ignition switch movement,
19 engine shutdown, and disabled safety airbags, because it:

20 a. Possessed exclusive knowledge of the defects rendering Class
21 Vehicles inherently more dangerous and unreliable than similar vehicles;

22 b. Intentionally concealed the hazardous situation with Class
23 Vehicles through their deceptive marketing campaign and recall program that they
24 designed to hide the life-threatening problems from Plaintiff; and/or

25 c. Made incomplete representations about the safety and reliability
26 of Class Vehicles generally, and the ignition switch in particular, while
27 purposefully withholding material facts from Plaintiffs that contradicted these
28 representations.

1 462. Class Vehicles with the Ignition Switch Defect pose an unreasonable
2 risk of death or serious bodily injury to Plaintiffs, passengers, other motorists,
3 pedestrians, and the public at large, because they are susceptible to incidents of
4 sudden and unintended engine shutdown.

5 463. Whether or not a vehicle's (a) ignition switch will move
6 unintentionally and (b) shut down the engine and disable the safety airbags, are
7 facts that a reasonable consumer would consider important in selecting a vehicle to
8 purchase or lease. When Plaintiff and the Massachusetts Class bought a GM
9 Vehicle for personal, family, or household purposes, they reasonably expected the
10 vehicle would not change ignition position unless the driver turned the key.

11 464. Defendants' unfair or deceptive acts or practices were likely to deceive
12 reasonable consumers, including Plaintiffs, about the true safety and reliability of
13 Class Vehicles.

14 465. As a result of its violations of the MACPA detailed above, Defendants
15 caused ascertainable loss to Plaintiff and the Massachusetts Class and, if not
16 stopped, will continue to harm Plaintiff and the Massachusetts Class. Plaintiff and
17 the Massachusetts Class currently own or lease, or within the class period have
18 owned or leased, Class Vehicles that are defective and inherently unsafe.

19 466. Pursuant to Mass. Gen. Laws Ann. Ch. 93A, § 9. Plaintiff, individually
20 and on behalf of all others similarly situated, seeks monetary relief against
21 Defendants measured as the greater of (a) actual damages in an amount to be
22 determined at trial and (b) statutory damages in the amount of \$25 for each Plaintiff
23 and each Massachusetts Class Member. Because Defendants' conduct was
24 committed willfully and knowingly, Plaintiff is entitled to recover, for each
25 Plaintiff and each Massachusetts Class Member, up to three times actual damages,
26 but no less than two times actual damages.

27 467. Plaintiff also seeks an order enjoining Defendants' unfair and/or
28 deceptive acts or practices, punitive damages, and attorneys' fees, costs, and any

1 other just and proper relief available under the MACPA, Mass. Gen. Laws Ann. Ch.
2 93A.

3 468. Plaintiff presently does not claim the relief sought above pursuant to
4 Mass. Gen. Laws ch. 93A, § 9(3) until Plaintiffs' counsel, on behalf of Plaintiff
5 Antonia Laverdiere, and the Georgia Class, serve Defendants with notice of their
6 alleged violations of the MACPA relating to the Class Vehicles purchased by the
7 Plaintiff and Class Members, and demanding that Defendants correct or agree to
8 correct the actions described therein. If Defendants fail to do so within the requisite
9 time period, Plaintiff seeks all damages and relief to which Plaintiffs and the Class
10 are entitled.

11 **TWENTY-FOURTH CLAIM FOR RELIEF**

12 **Asserted on Behalf of the Minnesota Class** 13 **(Violation of Minnesota's Deceptive Trade Practices Act ("MDTPA",** 14 **Minn. Stat. § 325D.45, et seq.)**

15 469. Plaintiffs hereby incorporate by reference the allegations contained in
16 the preceding paragraphs of this Complaint.

17 470. This Count is brought on behalf of Plaintiff William England, Jr., and
18 the Minnesota Class.

19 471. Defendants violated the MDTPA when they represented, through
20 advertising, warranties, and other express representations, that the Class Vehicles
21 had characteristics and benefits that they did not actually have.

22 472. Defendants violated the MDTPA when they falsely represented,
23 through advertising, warranties, and other express representations, that the Class
24 Vehicles were of certain quality or standard when they were not.

25 473. Defendants violated the MDTPA by fraudulently concealing from
26 and/or failing to disclose to Plaintiffs and the Minnesota Class the defects
27 associated with the Class Vehicles

28 474. Defendants violated the MDTPA by actively misrepresenting in,
and/or concealing and omitting from, their advertising, marketing, and other

1 communications, material information regarding the Class Vehicles. The material
2 information included:

3 a. that there was a substantial risk of ignition switch failure that far
4 exceeded the risk of such defect normally associated with similar consumer
5 products;

6 b. that the Ignition Switch Defect might not become apparent until
7 after the warranty had expired; and

8 c. that Defendants were not committed to repairing the Ignition
9 Switch Defect if it was discovered after the warranty expired.

10 475. Defendants intentionally and knowingly misrepresented material facts
11 regarding the Class Vehicles with an intent to mislead Plaintiffs and the Minnesota
12 Class.

13 476. As a direct and proximate cause of Defendants' violations of the
14 MDTPA, Plaintiffs and members of the Minnesota Class have suffered injury in
15 fact and/or actual damage, in that they purchased a Class Vehicle that contains
16 inherent design defects. Plaintiffs and the Minnesota Class have suffered an injury
17 to their property.

18 477. Further, Defendants' acts or practices, as described herein, were
19 injurious to the public interest because the Ignition Switch Defect caused accidents
20 that injured persons, and has the capacity to injure persons in the future.

21 478. Plaintiff seeks an order enjoining Defendants' unfair or deceptive acts
22 or practices, and attorneys' fees, and any other just and proper relief available under
23 the MDTPA, § 325D.45.

24 **TWENTY-FIFTH CLAIM FOR RELIEF**

25 **Asserted on Behalf of the Minnesota Class**
26 **(Violation of Minnesota's Prevention of Consumer Fraud Act ("MPCFA",**
Minn. Stat. § 325F.68, et seq.)

27 479. Plaintiffs hereby incorporate by reference the allegations contained in
28 the preceding paragraphs of this Complaint.

1 480. This Count is brought on behalf of Plaintiff William England, Jr., and
2 the Minnesota Class.

3 481. The MPCFA prohibits the “use, or employment by any person of any
4 fraud, false pretense, false promise, misrepresentation, misleading statement or
5 deceptive practice, with the intent that others rely thereon in connection with the
6 sale of any merchandise, whether or not any person has in fact been misled,
7 deceived, or damaged thereby” MPCFA § 325F.69.

8 482. Defendants, Plaintiff, and the Minnesota Class are “persons” within
9 the meaning of the MPCFA § 325F.68.

10 483. Defendants misrepresented the safety of the Defective Vehicles after
11 learning of their defects with the intent that Plaintiff and the Minnesota Class rely
12 on such representations in their decision regarding the purchase, lease and/or use of
13 the Defective Vehicles.

14 484. Plaintiff and the Minnesota Class did, in fact, rely on such
15 representations in their decision regarding the purchase, lease and/or use of the
16 Defective Vehicles.

17 485. Through these misleading and deceptive statements and false promises,
18 Defendants violated MPCFA § 325F.69.

19 486. As a direct and proximate cause of Defendants’ violations of the
20 KCPA, Plaintiffs and members of the Minnesota Class have suffered injury in fact
21 and/or actual damage, in that they purchased a Class Vehicle that contains inherent
22 design defects. Plaintiffs and the Minnesota Class have suffered an injury to their
23 property.

24 487. Plaintiff also seeks an order enjoining Defendants’ unfair, unlawful,
25 and/or deceptive practices, attorneys’ fees, and any other just and proper relief
26 available under MPCFA § 325F.68, *et seq.*

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TWENTY-SIXTH CLAIM FOR RELIEF

Asserted on Behalf of the Mississippi Class
(Mississippi Products Liability Act ("MPLA"),
Miss. Code Ann. § 11-1-63, et seq.)

488. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

489. This Count is brought on behalf of Plaintiff Linda Wright, and the Mississippi Class.

490. Defendants have defectively designed, manufactured, sold or otherwise placed in the stream of commerce Defective Vehicles.

491. Defendants are strictly liable in tort for the Plaintiffs' injuries and damages and the Plaintiff and Mississippi Class Members respectfully rely upon the Doctrine as set forth in RESTATEMENT, SECOND, TORTS § 402(a).

492. Because of the negligence of the design and manufacture of the Defective Vehicle, by which Plaintiffs were injured and the failure of Defendants to warn Plaintiffs of the certain dangers concerning the operation of the Defective Vehicles which were known to Defendants but were unknown to Plaintiffs, the Defendants have committed a tort.

493. The Defective Vehicles which caused Plaintiffs' injuries were manufactured by Defendants.

494. At all times herein material, Defendants negligently and carelessly did certain acts and failed to do other things, including, but not limited to, inventing, developing, designing, researching, guarding, manufacturing, building, inspecting, investigating, testing, labeling, instructing, and negligently and carelessly failing to provide adequate and fair warning of the characteristics, angers and hazards associated with the operation of the vehicles in question to users of the Defective Vehicles.

1 **TWENTY-SEVENTH CLAIM FOR RELIEF**

2 **Asserted on Behalf of the Montana Class**
3 **(Violations of the Montana Unfair Trade Practices and Consumer Protection**
4 **Act (“MTCPA”) Mont. Code Ann. § 30-14-101 et seq.**

4 495. Plaintiffs hereby incorporate by reference the allegations contained in
5 the preceding paragraphs of this Complaint.

6 496. This Count is brought on behalf of Plaintiff April Counts, and the
7 Montana Class.

8 497. Defendants, Plaintiff, and the Montana Class are “persons” within the
9 meaning of MTCPA § 30-14-102(6).

10 498. Plaintiff and the Montana Class are “consumers” within the meaning
11 of MTCPA § 30-14-102(1).

12 499. Defendants engaged in “trade” or “commerce” within the meaning of
13 MTCPA § 30-14-102(8).

14 500. Defendants both participated in unfair or deceptive acts or practices
15 that violated the MTCPA, § 30-14-101 et seq.. as described above and below.
16 Defendants each are directly liable for these violations of law.

17 501. By failing to disclose and actively concealing the dangerous risk of
18 ignition switch movement, engine shutdown, and airbag disabling in Class
19 Vehicles, Defendants engaged in deceptive business practices prohibited by the
20 MTCPA, § 30-14-101 et seq. including

21 a. Representing that Class Vehicles have characteristics, uses,
22 benefits, and qualities which they do not have;

23 b. Representing that Class Vehicles are of a particular standard,
24 quality, and grade when they are not;

25 c. Advertising Class Vehicles with the intent not to sell or lease
26 them as advertised

27 d. representing that a transaction involving Class Vehicles confers
28 or involves rights, remedies, and obligations which it does not; and

1 e. Representing that the subject of a transaction involving
2 Defective Vehicles has been supplied in accordance with a previous representation
3 when it has not.

4 502. As alleged above, Defendants made material statements about the
5 safety and reliability of Class Vehicles that were either false or misleading.

6 503. Defendants knew that the ignition switch in the Class Vehicles was
7 defectively designed or manufactured, would fail without warning, and was not
8 suitable for its intended use of controlling the main electrical systems of the vehicle
9 and allowing the driver to maintain control of the vehicle. Defendants nevertheless
10 failed to warn Plaintiff about these inherent dangers despite having a duty to do so.

11 504. Defendants each owed Plaintiff a duty to disclose the defective nature
12 of Class Vehicles, including the dangerous risk of ignition switch movement,
13 engine shutdown, and disabled safety airbags, because it:

14 a. Possessed exclusive knowledge of the defects rendering Class
15 Vehicles inherently more dangerous and unreliable than similar vehicles;

16 b. Intentionally concealed the hazardous situation with Class
17 Vehicles through their deceptive marketing campaign and recall program that they
18 designed to hide the life-threatening problems from Plaintiff; and/or

19 c. Made incomplete representations about the safety and reliability
20 of Class Vehicles generally, and the ignition switch in particular, while
21 purposefully withholding material facts from Plaintiffs that contradicted these
22 representations.

23 505. Class Vehicles with the Ignition Switch Defect pose an unreasonable
24 risk of death or serious bodily injury to Plaintiffs, passengers, other motorists,
25 pedestrians, and the public at large, because they are susceptible to incidents of
26 sudden and unintended engine shutdown.

27 506. Whether or not a vehicle's (a) ignition switch will move
28 unintentionally and (b) shut down the engine and disable the safety airbags, are

1 facts that a reasonable consumer would consider important in selecting a vehicle to
2 purchase or lease. When Plaintiff and Montana Class Members bought a
3 Defendants Vehicle for personal, family, or household purposes, they reasonably
4 expected the vehicle would not change ignition position unless the driver turned the
5 key.

6 507. Defendants' unfair or deceptive acts or practices were likely to deceive
7 reasonable consumers, including Plaintiffs, about the true safety and reliability of
8 Class Vehicles.

9 508. As a result of its violations of the MTCPA detailed above, Defendants
10 caused ascertainable loss to Plaintiff and Montana Class Members and, if not
11 stopped, will continue to harm Plaintiff and Montana Class Members. Plaintiff and
12 Montana Class Members currently own or lease, or within the class period have
13 owned or leased, Class Vehicles that are defective and inherently unsafe.

14 509. Plaintiff and Montana Class Members risk irreparable injury as a result
15 of Defendants' act and omissions in violation of the MTCPA, and these violations
16 present a continuing risk to Plaintiffs as well as to the general public.

17 510. The recalls and repairs instituted by Defendants have not been
18 adequate. The recall is not an effective remedy and is not offered to all Defective
19 Vehicles.

20 511. Pursuant to MTCPA § 30-14-133, Plaintiff Counts individually and on
21 behalf of all others similarly situated, seeks monetary relief against Defendants
22 measured as the greater of (a) actual damages in an amount to be determined at trial
23 and (b) statutory damages in the amount of \$500 for each Plaintiff and each
24 Montana Class Member, including treble damages.

25 512. Plaintiff also seeks an order enjoining Defendants' unfair, unlawful,
26 and/or deceptive practices, attorneys' fees, and any other just and proper relief
27 available under MTCPA, § 30-14-101, *et seq.*

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TWENTY-EIGHTH CLAIM FOR RELIEF

**Asserted on Behalf of the Nebraska Class
(Violations of the Nebraska Consumer Protection Act (“NECPA”), Neb. Rev. Stat. § 59-1601 et seq.**

513. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

514. This Count is brought on behalf of Plaintiff Cathy Gutchewsky, and the Nebraska Class.

515. Defendants, Plaintiff, and the Nebraska Class are “persons” within the meaning of NECPA, § 59-1602(1).

516. Defendants engaged in “trade” or “commerce” within the meaning of NECPA, § 59-1602(1).

517. Defendants both participated in unfair or deceptive acts or practices that violated the NECPA as described above and below. Defendants each are directly liable for these violations of law.

518. By failing to disclose and actively concealing the dangerous risk of ignition switch movement, engine shutdown, and airbag disabling in Class Vehicles, Defendants engaged in deceptive business practices prohibited by the NECPA including

- a. Representing that Class Vehicles have characteristics, uses, benefits, and qualities which they do not have;
- b. Representing that Class Vehicles are of a particular standard, quality, and grade when they are not;
- c. Advertising Class Vehicles with the intent not to sell or lease them as advertised
- d. representing that a transaction involving Class Vehicles confers or involves rights, remedies, and obligations which it does not; and

1 e. Representing that the subject of a transaction involving
2 Defective Vehicles has been supplied in accordance with a previous representation
3 when it has not.

4 519. As alleged above, Defendants made material statements about the
5 safety and reliability of Class Vehicles that were either false or misleading.

6 520. Defendants knew that the ignition switch in the Class Vehicles was
7 defectively designed or manufactured, would fail without warning, and was not
8 suitable for its intended use of controlling the main electrical systems of the vehicle
9 and allowing the driver to maintain control of the vehicle. Defendants nevertheless
10 failed to warn Plaintiff about these inherent dangers despite having a duty to do so.

11 521. Defendants each owed Plaintiff a duty to disclose the defective nature
12 of Class Vehicles, including the dangerous risk of ignition switch movement,
13 engine shutdown, and disabled safety airbags, because it:

14 a. Possessed exclusive knowledge of the defects rendering Class
15 Vehicles inherently more dangerous and unreliable than similar vehicles;

16 b. Intentionally concealed the hazardous situation with Class
17 Vehicles through their deceptive marketing campaign and recall program that they
18 designed to hide the life-threatening problems from Plaintiff; and/or

19 c. Made incomplete representations about the safety and reliability
20 of Class Vehicles generally, and the ignition switch in particular, while
21 purposefully withholding material facts from Plaintiffs that contradicted these
22 representations.

23 522. Class Vehicles with the Ignition Switch Defect pose an unreasonable
24 risk of death or serious bodily injury to Plaintiffs, passengers, other motorists,
25 pedestrians, and the public at large, because they are susceptible to incidents of
26 sudden and unintended engine shutdown.

27 523. Whether or not a vehicle's (a) ignition switch will move
28 unintentionally and (b) shut down the engine and disable the safety airbags, are

1 facts that a reasonable consumer would consider important in selecting a vehicle to
2 purchase or lease. When Plaintiff and Nebraska Class Members bought a GM
3 Vehicle for personal, family, or household purposes, they reasonably expected the
4 vehicle would not change ignition position unless the driver turned the key.

5 524. Defendants' unfair or deceptive acts or practices were likely to deceive
6 reasonable consumers, including Plaintiffs, about the true safety and reliability of
7 Class Vehicles.

8 525. As a result of its violations of the NECPA detailed above, Defendants
9 caused ascertainable loss to Plaintiff and Nebraska Class Members and, if not
10 stopped, will continue to harm Plaintiff and Nebraska Class Members. Plaintiff and
11 Nebraska Class Members currently own or lease, or within the class period have
12 owned or leased, Class Vehicles that are defective and inherently unsafe.

13 526. Plaintiff and Nebraska Class Members risk irreparable injury as a
14 result of Defendants' act and omissions in violation of the NECPA, and these
15 violations present a continuing risk to Plaintiffs as well as to the general public.

16 527. The recalls and repairs instituted by Defendants have not been
17 adequate. The recall is not an effective remedy and is not offered to all Defective
18 Vehicles.

19 528. Plaintiff seeks an order enjoining Defendants' unfair or deceptive acts
20 or practices, restitution, punitive damages, costs of Court, attorney's fees, and any
21 other just and proper relief available under the NECPA, § 59-1609.

22 **TWENTY-NINTH CLAIM FOR RELIEF**

23 **Asserted on Behalf of the Nevada Class**
24 **(Violations of the Nevada Deceptive Trade Practices Act ("NVDTPA"), Nev.**
Rev. Stat. § 598.0903 et seq.)

25 529. Plaintiffs hereby incorporate by reference the allegations contained in
26 the preceding paragraphs of this Complaint.

27 530. This Count is brought on behalf of Plaintiff Demealla Stocchi, and the
28 Nevada Class.

1 531. Defendants both participated in unfair or deceptive acts or practices
2 that violated the NVDTPA as described above and below. Defendants each are
3 directly liable for these violations of law.

4 532. By failing to disclose and actively concealing the dangerous risk of
5 ignition switch movement, engine shutdown, and airbag disabling in Class
6 Vehicles, Defendants engaged in deceptive business practices prohibited by the
7 NVDTPA including

- 8 a. Representing that Class Vehicles have characteristics, uses,
9 benefits, and qualities which they do not have;
- 10 b. Representing that Class Vehicles are of a particular standard,
11 quality, and grade when they are not;
- 12 c. Advertising Class Vehicles with the intent not to sell or lease
13 them as advertised
- 14 d. representing that a transaction involving Class Vehicles confers
15 or involves rights, remedies, and obligations which it does not; and
- 16 e. Representing that the subject of a transaction involving
17 Defective Vehicles has been supplied in accordance with a previous representation
18 when it has not.

19 533. As alleged above, Defendants made material statements about the
20 safety and reliability of Class Vehicles that were either false or misleading.

21 534. Defendants knew that the ignition switch in the Class Vehicles was
22 defectively designed or manufactured, would fail without warning, and was not
23 suitable for its intended use of controlling the main electrical systems of the vehicle
24 and allowing the driver to maintain control of the vehicle. Defendants nevertheless
25 failed to warn Plaintiff about these inherent dangers despite having a duty to do so.

26 535. Defendants each owed Plaintiff a duty to disclose the defective nature
27 of Class Vehicles, including the dangerous risk of ignition switch movement,
28 engine shutdown, and disabled safety airbags, because it:

1 a. Possessed exclusive knowledge of the defects rendering Class
2 Vehicles inherently more dangerous and unreliable than similar vehicles;

3 b. Intentionally concealed the hazardous situation with Class
4 Vehicles through their deceptive marketing campaign and recall program that they
5 designed to hide the life-threatening problems from Plaintiff; and/or

6 c. Made incomplete representations about the safety and reliability
7 of Class Vehicles generally, and the ignition switch in particular, while
8 purposefully withholding material facts from Plaintiffs that contradicted these
9 representations.

10 536. Class Vehicles with the Ignition Switch Defect pose an unreasonable
11 risk of death or serious bodily injury to Plaintiffs, passengers, other motorists,
12 pedestrians, and the public at large, because they are susceptible to incidents of
13 sudden and unintended engine shutdown.

14 537. Whether or not a vehicle's (a) ignition switch will move
15 unintentionally and (b) shut down the engine and disable the safety airbags, are
16 facts that a reasonable consumer would consider important in selecting a vehicle to
17 purchase or lease. When Plaintiff and Nevada Class Members bought a GM Vehicle
18 for personal, family, or household purposes, they reasonably expected the vehicle
19 would not change ignition position unless the driver turned the key.

20 538. Defendants' unfair or deceptive acts or practices were likely to deceive
21 reasonable consumers, including Plaintiffs, about the true safety and reliability of
22 Class Vehicles.

23 539. As a result of its violations of the NVDTPA detailed above,
24 Defendants caused ascertainable loss to Plaintiff and Nevada Class Members and, if
25 not stopped, will continue to harm Plaintiff and Nevada Class Members. Plaintiff
26 and Nevada Class Members currently own or lease, or within the class period have
27 owned or leased, Class Vehicles that are defective and inherently unsafe.

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1 540. Plaintiff and Nevada Class Members risk irreparable injury as a result
2 of Defendants’ act and omissions in violation of the NVDTPA, and these violations
3 present a continuing risk to Plaintiffs as well as to the general public.

4 541. The recalls and repairs instituted by Defendants have not been
5 adequate. The recall is not an effective remedy and is not offered to all Defective
6 Vehicles.

7 542. Plaintiff seeks an order enjoining Defendants’ unfair or deceptive acts
8 or practices, restitution, punitive damages, costs of Court, attorney’s fees, and any
9 other just and proper relief available under the NVDTPA and Nev. Rev. Stat. §
10 41.600.

11 **THIRTIETH CLAIM FOR RELIEF**

12 **Asserted on Behalf of the New Mexico Class**
13 **(Violations of the New Mexico Unfair Trade Practices Act (“NMUTPA”), N.M.**
14 **Stat. § 57-12-1 et seq.)**

15 543. Plaintiffs hereby incorporate by reference the allegations contained in
16 the preceding paragraphs of this Complaint.

17 544. This Count is brought on behalf of Plaintiff Bernadette Romero, and
18 the New Mexico Class.

19 545. Plaintiff, the New Mexico Class, and Defendants are “persons” within
20 the meaning of N.M. Stat. § 57-12-2(A).

21 546. Defendants engaged in “trade” or “commerce” within the meaning of
22 N.M. Stat. § 57-12-2(C).

23 547. The NMUTPA makes unlawful “a false or misleading oral or written
24 statement, visual description or other representation of any kind knowingly made in
25 connection with the sale, lease, rental or loan of goods or services . . . by a person in
26 the regular course of the person's trade or commerce, that may, tends to or does
27 deceive or mislead any person.” N.M. Stat. § 57-12-2(D).
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1 548. Defendants violated the NMUTPA when they represented, through
2 advertising, warranties, and other express representations, that the Class Vehicles
3 had characteristics and benefits that they did not actually have.

4 549. Defendants violated the NMUTPA when they falsely represented,
5 through advertising, warranties, and other express representations, that the Class
6 Vehicles were of certain quality or standard when they were not.

7 550. Defendants violated the NMUTPA by fraudulently concealing from
8 and/or failing to disclose to Plaintiff and the New Mexico Class the defects
9 associated with the Class Vehicles

10 551. Defendants violated the NMUTPA by actively misrepresenting in,
11 and/or concealing and omitting from, their advertising, marketing, and other
12 communications, material information regarding the Class Vehicles. The material
13 information included:

14 a. that there was a substantial risk of ignition switch failure that far
15 exceeded the risk of such defect normally associated with similar consumer
16 products;

17 b. that the Ignition Switch Defect might not become apparent until
18 after the warranty had expired; and

19 c. that Defendants were not committed to repairing the Ignition
20 Switch Defect if it was discovered after the warranty expired.

21 552. Defendants intentionally and knowingly misrepresented material facts
22 regarding the Class Vehicles with an intent to mislead the Plaintiff and the New
23 Mexico Class.

24 553. As a direct and proximate cause of Defendants' violations of the
25 NMUTPA, Plaintiff and members of the New Mexico Class have suffered injury in
26 fact and/or actual damage, in that they purchased a Class Vehicle that contains
27 inherent design defects. Plaintiff and the Washington Class have suffered an injury
28 to their property.

1 b. Representing that Class Vehicles are of a particular standard,
2 quality, and grade when they are not;

3 c. Advertising Class Vehicles with the intent not to sell or lease
4 them as advertised

5 d. representing that a transaction involving Class Vehicles confers
6 or involves rights, remedies, and obligations which it does not; and

7 e. Representing that the subject of a transaction involving
8 Defective Vehicles has been supplied in accordance with a previous representation
9 when it has not.

10 561. As alleged above, Defendants made material statements about the
11 safety and reliability of Class Vehicles that were either false or misleading.

12 562. Defendants knew that the ignition switch in the Class Vehicles was
13 defectively designed or manufactured, would fail without warning, and was not
14 suitable for its intended use of controlling the main electrical systems of the vehicle
15 and allowing the driver to maintain control of the vehicle. Defendants nevertheless
16 failed to warn Plaintiff about these inherent dangers despite having a duty to do so.

17 563. Defendants each owed Plaintiff a duty to disclose the defective nature
18 of Class Vehicles, including the dangerous risk of ignition switch movement,
19 engine shutdown, and disabled safety airbags, because it:

20 a. Possessed exclusive knowledge of the defects rendering Class
21 Vehicles inherently more dangerous and unreliable than similar vehicles;

22 b. Intentionally concealed the hazardous situation with Class
23 Vehicles through their deceptive marketing campaign and recall program that they
24 designed to hide the life-threatening problems from Plaintiff; and/or

25 c. Made incomplete representations about the safety and reliability
26 of Class Vehicles generally, and the ignition switch in particular, while
27 purposefully withholding material facts from Plaintiffs that contradicted these
28 representations.

1 564. Class Vehicles with the Ignition Switch Defect pose an unreasonable
2 risk of death or serious bodily injury to Plaintiffs, passengers, other motorists,
3 pedestrians, and the public at large, because they are susceptible to incidents of
4 sudden and unintended engine shutdown.

5 565. Whether or not a vehicle's (a) ignition switch will move
6 unintentionally and (b) shut down the engine and disable the safety airbags, are
7 facts that a reasonable consumer would consider important in selecting a vehicle to
8 purchase or lease. When Plaintiff and North Carolina Class Members bought a GM
9 Vehicle for personal, family, or household purposes, they reasonably expected the
10 vehicle would not change ignition position unless the driver turned the key.

11 566. Defendants' unfair or deceptive acts or practices were likely to deceive
12 reasonable consumers, including Plaintiffs, about the true safety and reliability of
13 Class Vehicles.

14 567. As a result of its violations of the NCUDAP detailed above,
15 Defendants caused ascertainable loss to Plaintiff and North Carolina Class
16 Members and, if not stopped, will continue to harm Plaintiff and North Carolina
17 Class Members. Plaintiff and North Carolina Class Members currently own or lease,
18 or within the class period have owned or leased, Class Vehicles that are defective
19 and inherently unsafe.

20 568. Plaintiff and North Carolina Class Members risk irreparable injury as a
21 result of Defendants' act and omissions in violation of the NCUDAP, and these
22 violations present a continuing risk to Plaintiffs as well as to the general public.

23 569. The recalls and repairs instituted by Defendants have not been
24 adequate. The recall is not an effective remedy and is not offered to all Defective
25 Vehicles.

26 570. Plaintiff seeks an order enjoining Defendants' unfair or deceptive acts
27 or practices, restitution, punitive damages, costs of Court, attorney's fees, and any
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1 other just and proper relief available under the NCUDAP, N.C. Gen. Stat. § 75-1.1
2 *et seq.*

3 **THIRTY-SECOND CLAIM FOR RELIEF**

4 **Asserted on Behalf of the Oregon Class**
5 **(Violations of the Oregon's Unlawful Trade Practices Law ("ORUTPL"), Or.**
6 **Rev. Stat. §§ 646.605 *et seq.*)**

7 571. Plaintiffs hereby incorporate by reference the allegations contained in
8 the preceding paragraphs of this Complaint.

9 572. This Count is brought on behalf of Plaintiff William Bernick, and the
10 Oregon Class.

11 573. Defendants, Plaintiff, and the Oregon Class are "persons" within the
12 meaning of ORUTPL § 646.605(4).

13 574. Defendants engaged in "trade" or "commerce" within the meaning of
14 ORUTPL § 646.605(8).

15 575. Defendants both willfully participated in unfair or deceptive acts or
16 practices that violated the ORUTPL, § 646.605 *et seq.*, as described above and
17 below. Defendants each are directly liable for these violations of law.

18 576. By failing to disclose and actively concealing the dangerous risk of
19 ignition switch movement, engine shutdown, and airbag disabling in Class
20 Vehicles, Defendants engaged in deceptive business practices prohibited by the
21 ORUTPL, § 646.605 *et seq.*, including

22 a. Representing that Class Vehicles have characteristics, uses,
23 benefits, and qualities which they do not have;

24 b. Representing that Class Vehicles are of a particular standard,
25 quality, and grade when they are not;

26 c. Advertising Class Vehicles with the intent not to sell or lease
27 them as advertised

28 d. representing that a transaction involving Class Vehicles confers
or involves rights, remedies, and obligations which it does not; and

1 e. Representing that the subject of a transaction involving
2 Defective Vehicles has been supplied in accordance with a previous representation
3 when it has not.

4 577. As alleged above, Defendants made material statements about the
5 safety and reliability of Class Vehicles that were either false or misleading.

6 578. Defendants knew that the ignition switch in the Class Vehicles was
7 defectively designed or manufactured, would fail without warning, and was not
8 suitable for its intended use of controlling the main electrical systems of the vehicle
9 and allowing the driver to maintain control of the vehicle. Defendants nevertheless
10 failed to warn Plaintiff about these inherent dangers despite having a duty to do so.

11 579. Defendants each owed Plaintiff a duty to disclose the defective nature
12 of Class Vehicles, including the dangerous risk of ignition switch movement,
13 engine shutdown, and disabled safety airbags, because it:

14 a. Possessed exclusive knowledge of the defects rendering Class
15 Vehicles inherently more dangerous and unreliable than similar vehicles;

16 b. Intentionally concealed the hazardous situation with Class
17 Vehicles through their deceptive marketing campaign and recall program that they
18 designed to hide the life-threatening problems from Plaintiff; and/or

19 c. Made incomplete representations about the safety and reliability
20 of Class Vehicles generally, and the ignition switch in particular, while
21 purposefully withholding material facts from Plaintiffs that contradicted these
22 representations.

23 580. Class Vehicles with the Ignition Switch Defect pose an unreasonable
24 risk of death or serious bodily injury to Plaintiffs, passengers, other motorists,
25 pedestrians, and the public at large, because they are susceptible to incidents of
26 sudden and unintended engine shutdown.

27 581. Whether or not a vehicle's (a) ignition switch will move
28 unintentionally and (b) shut down the engine and disable the safety airbags, are

1 facts that a reasonable consumer would consider important in selecting a vehicle to
2 purchase or lease. When Plaintiff and Idaho Class Members bought a Defendants
3 Vehicle for personal, family, or household purposes, they reasonably expected the
4 vehicle would not change ignition position unless the driver turned the key.

5 582. Defendants' unfair or deceptive acts or practices were likely to deceive
6 reasonable consumers, including Plaintiffs, about the true safety and reliability of
7 Class Vehicles.

8 583. As a result of its violations of the ORUTPL detailed above,
9 Defendants caused ascertainable loss to Plaintiff and Oregon Class Members and, if
10 not stopped, will continue to harm Plaintiff and Oregon Class Members. Plaintiff
11 and Oregon Class Members currently own or lease, or within the class period have
12 owned or leased, Class Vehicles that are defective and inherently unsafe.

13 584. Plaintiff and Oregon Class Members risk irreparable injury as a result
14 of Defendants' act and omissions in violation of the ORUTPL, and these violations
15 present a continuing risk to Plaintiffs as well as to the general public.

16 585. The recalls and repairs instituted by Defendants have not been
17 adequate. The recall is not an effective remedy and is not offered to all Defective
18 Vehicles.

19 586. Pursuant to ORUTPL § 646.638, Plaintiff, individually and on behalf
20 of all others similarly situated, seeks monetary relief against Defendants measured
21 as the greater of (a) actual damages in an amount to be determined at trial and (b)
22 statutory damages in the amount of \$200 for each Plaintiff and each Oregon Class
23 Member.

24 587. Plaintiff also seeks an order enjoining Defendants' unfair, unlawful,
25 and/or deceptive practices, declaratory relief, attorneys' fees, and any other just and
26 proper relief available under ORUTPL, § 646.605 *et seq.*

27 588. Pursuant to ORUTPL § 646.638(2), Plaintiff William Bernick will
28 serve the Oregon Attorney General with a copy of this complaint.

1 594. Defendants' conduct proximately caused the injuries to Plaintiff
2 Pickens and the Pennsylvania Class.

3 595. Pursuant to UTPCPL § 201-9.2, Plaintiff Pickens individually and on
4 behalf of all others similarly situated, seeks monetary relief against Defendants
5 measured as the greater of (a) actual damages in an amount to be determined at trial
6 and (b) statutory damages in the amount of \$100 for each Plaintiff and each
7 Pennsylvania Class Member.

8 596. Plaintiff also seeks an order enjoining Defendants' unfair, unlawful,
9 and/or deceptive practices, attorneys' fees, and any other just and proper relief
10 available under UTPCPL § 201-9.2.

11 **THIRTY-FOURTH CLAIM FOR RELIEF**

12 **Asserted on Behalf of the Rhode Island Class**
13 **(Violations of the Rhode Island Unfair Trade and Consumer Protection Act**
("RIUTCPA") R.I. Comp. Laws Ann. 6-13.1, et seq.]

14 597. Plaintiff and the Class hereby incorporate by reference the allegations
15 contained in the preceding paragraphs of this Complaint.

16 598. This Count is brought on behalf of Plaintiff Garrett S. Mancieri and the
17 Rhode Island Class.

18 599. Defendants are "persons" within the meaning of RIUTCPA § 6-13.1-
19 1(3).

20 600. Plaintiff Garrett S. Mancieri and the Rhode Island Class Members are
21 "persons" within the meaning of RIUTCPA § 6-13.1-1(3).

22 601. The sales of the Defective Vehicles to Plaintiff and the Class
23 constituted "trade" and "commerce" within the meaning of RIUTCPA § 6-13.1-
24 1(5).

25 602. The RIUTCPA makes any unfair methods of competition and unfair or
26 deceptive practices in the conduct of any trade or commerce unlawful. RIUTCPA
27 § 6-13.1-2.
28

1 603. Defendants engaged in unfair methods of competition and unfair or
2 deceptive acts or practices in the conduct of trade or commerce in violation of the
3 RIUTCPA.

4 604. Defendants violated the RIUTCPA by (1) [r]epresenting that goods or
5 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or
6 quantities that they do not have, RIUTCPA § 6-13.1-1(6)(v), (2) [r]epresenting that
7 goods or services are of a particular standard, quality, or grade, or that goods are of
8 a particular style or model, if they are of another, RIUTCPA § 6-13.1-1(6)(vii), (3)
9 [e]ngaging in any other conduct that similarly creates a likelihood of confusion or
10 of misunderstanding, RIUTCPA § 6-13.1-1(6)(xii), (4) [e]ngaging in any act or
11 practice that is unfair or deceptive to the consumer, RIUTCPA § 6-13.1-1(6)(xiii),
12 and (5) [u]sing any other methods, acts or practices which mislead or deceive
13 members of the public in a material respect, RIUTCPA § 6-13.1-1(6)(xiv).

14 605. As alleged above, Defendants knew of the Ignition Switch Defect in
15 the Defective Vehicles. Plaintiff and the Class were deceived into believing that
16 the Defective Vehicles were safe by Defendants' affirmative statements to conceal
17 the safety defects and also by Defendants' omissions regarding the safety defects.
18 This information could not have been reasonably known by Plaintiff and the Class
19 before the recalls in February 2014.

20 606. Plaintiff and the Class are persons who have suffered a loss as a result
21 of the violations of the RIUTCPA by Defendants.

22 607. Plaintiff requests that the Court (1) enjoin Defendants from continuing
23 their unfair methods of competition and unfair or deceptive acts or practices,
24 RIUTCPA § 6-13.1-5.2(b), (2) award Plaintiff and each member of the Class their
25 actual damages or \$200.00, whichever is greater, RIUTCPA § 6-13.1-5.2(a), (3)
26 award reasonable attorneys' fees and costs, RIUTCPA § 6-13.1-5.2(d), and (4)
27 award punitive damages, RIUTCPA § 6-13.1-5.2(a).
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THIRTY-FIFTH CLAIM FOR RELIEF

Asserted on Behalf of the South Carolina Class
(Violations of South Carolina’s Unfair Trade Practices Act (“SCUTPA”)
S.C. Code § 39-5-10, et seq.)

608. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

609. This Count is brought on behalf of Plaintiff Sarah Hobby, and the South Carolina Class.

610. Defendants, Plaintiff, and the South Carolina Class are “persons” within the meaning of S.C. Code § 39-5-10(a).

611. Defendants engaged in “trade” or “commerce” within the meaning of S.C. Code § 39-5-10(b).

612. The SCUTPA makes unlawful “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” S.C. Code § 39-5-20(a).

613. Defendants violated the SCUTPA when they represented, through advertising, warranties, and other express representations, that the Class Vehicles had characteristics and benefits that they did not actually have.

614. Defendants violated the SCUTPA when they falsely represented, through advertising, warranties, and other express representations, that the Class Vehicles were of certain quality or standard when they were not.

615. Defendants violated the SCUTPA by fraudulently concealing from and/or failing to disclose to Plaintiffs and the South Carolina Class the defects associated with the Class Vehicles

616. Defendants violated the SCUTPA by actively misrepresenting in, and/or concealing and omitting from, their advertising, marketing, and other communications, material information regarding the Class Vehicles. The material information included:

1 a. that there was a substantial risk of ignition switch failure that far
2 exceeded the risk of such defect normally associated with similar consumer
3 products;

4 b. that the Ignition Switch Defect might not become apparent until
5 after the warranty had expired; and

6 c. that Defendants were not committed to repairing the Ignition
7 Switch Defect if it was discovered after the warranty expired.

8 617. Defendants intentionally and knowingly misrepresented material facts
9 regarding the Class Vehicles with an intent to mislead Plaintiff and the South
10 Carolina Class.

11 618. As a direct and proximate cause of Defendants' violations of the
12 SCUTPA, Plaintiff and members of the South Carolina Class have suffered injury
13 in fact and/or actual damage, in that they purchased a Class Vehicle that contains
14 inherent design defects. Plaintiffs and the South Carolina Class have suffered an
15 injury to their property.

16 619. Further, Defendants' acts or practices, as described herein,
17 significantly the public as actual consumers of the Class Vehicles, which pose an
18 unreasonable risk of death or serious bodily injury to Plaintiffs, passengers, other
19 motorists, pedestrians, and the public at large, because they are susceptible to
20 incidents of ignition switch failure.

21 620. The recalls and repairs instituted by Defendants have not been
22 adequate. The recall is not an effective remedy and is not offered to all Defective
23 Vehicles.

24 621. Plaintiff seeks an order enjoining Defendants' unfair or deceptive acts or
25 practices, restitution, punitive damages, costs of Court, attorney's fees, and any other
26 just and proper relief available under the SCUTPA, S.C. Code § 39-5-10, *et seq.*

27 622. Pursuant to S.C. Code § 39-5-140(b), Plaintiff Sarah Hobby will serve
28 the South Carolina Attorney General with a copy of this complaint.

1 e. Representing that the subject of a transaction involving
2 Defective Vehicles has been supplied in accordance with a previous representation
3 when it has not.

4 629. As alleged above, Defendants made material statements about the
5 safety and reliability of Class Vehicles that were either false or misleading.

6 630. Defendants knew that the ignition switch in the Class Vehicles was
7 defectively designed or manufactured, would fail without warning, and was not
8 suitable for its intended use of controlling the main electrical systems of the vehicle
9 and allowing the driver to maintain control of the vehicle. Defendants nevertheless
10 failed to warn Plaintiff about these inherent dangers despite having a duty to do so.

11 631. Defendants each owed Plaintiff a duty to disclose the defective nature
12 of Class Vehicles, including the dangerous risk of ignition switch movement,
13 engine shutdown, and disabled safety airbags, because it:

14 a. Possessed exclusive knowledge of the defects rendering Class
15 Vehicles inherently more dangerous and unreliable than similar vehicles;

16 b. Intentionally concealed the hazardous situation with Class
17 Vehicles through their deceptive marketing campaign and recall program that they
18 designed to hide the life-threatening problems from Plaintiff; and/or

19 c. Made incomplete representations about the safety and reliability
20 of Class Vehicles generally, and the ignition switch in particular, while
21 purposefully withholding material facts from Plaintiffs that contradicted these
22 representations.

23 632. Class Vehicles with the Ignition Switch Defect pose an unreasonable
24 risk of death or serious bodily injury to Plaintiffs, passengers, other motorists,
25 pedestrians, and the public at large, because they are susceptible to incidents of
26 sudden and unintended engine shutdown.

27 633. Whether or not a vehicle's (a) ignition switch will move
28 unintentionally and (b) shut down the engine and disable the safety airbags, are

1 facts that a reasonable consumer would consider important in selecting a vehicle to
2 purchase or lease. When Plaintiff and South Dakota Class Members bought a GM
3 Vehicle for personal, family, or household purposes, they reasonably expected the
4 vehicle would not change ignition position unless the driver turned the key.

5 634. Defendants' unfair or deceptive acts or practices were likely to deceive
6 reasonable consumers, including Plaintiffs, about the true safety and reliability of
7 Class Vehicles.

8 635. As a result of its violations of the SD CPA detailed above, Defendants
9 caused ascertainable loss to Plaintiff and South Dakota Class Members and, if not
10 stopped, will continue to harm Plaintiff and South Dakota Class Members. Plaintiff
11 and South Dakota Class Members currently own or lease, or within the class period
12 have owned or leased, Class Vehicles that are defective and inherently unsafe.

13 636. Plaintiff and South Dakota Class Members risk irreparable injury as a
14 result of Defendants' act and omissions in violation of the SD CPA, and these
15 violations present a continuing risk to Plaintiffs as well as to the general public.

16 637. The recalls and repairs instituted by Defendants have not been
17 adequate. The recall is not an effective remedy and is not offered to all Defective
18 Vehicles.

19 638. Plaintiff seeks an order enjoining Defendants' unfair or deceptive acts or
20 practices, restitution, punitive damages, costs of Court, attorney's fees, and any other
21 just and proper relief available under the S.D. Codified Laws §§ 37-24-1, *et seq.*

22 **THIRTY-SEVENTH CLAIM FOR RELIEF**

23 **Asserted on Behalf of the Tennessee Class** 24 **(Violations of Tennessee Consumer Protection Act ("Tennessee CPA"),** 25 **Tenn. Code Ann. § 47-18-101, *et seq.*)**

26 639. Plaintiffs hereby incorporate by reference the allegations contained in
27 the preceding paragraphs of this Complaint.

28 640. This Count is brought on behalf of Plaintiff Penny Brooks, and the
Tennessee Class.

1 641. Plaintiff and the Tennessee Class are “consumers” within the meaning
2 of Tenn. Code Ann. § 47-18-103(2).

3 642. Defendants, Plaintiff, and the Tennessee Class are “persons” within the
4 meaning of Tenn. Code Ann. § 47-18-103(13).

5 643. Defendants both participated in unfair or deceptive acts or practices
6 that violated the Tennessee CPA, Tenn. Code Ann. § 47-18-101, *et seq.* as
7 described above and below. Defendants each are directly liable for these violations
8 of law.

9 644. By failing to disclose and actively concealing the dangerous risk of
10 ignition switch movement, engine shutdown, and airbag disabling in Class
11 Vehicles, Defendants engaged in deceptive business practices prohibited by the
12 Tennessee CPA, Tenn. Code Ann. § 47-18-101, *et seq.*, including

13 a. Representing that Class Vehicles have characteristics, uses,
14 benefits, and qualities which they do not have;

15 b. Representing that Class Vehicles are of a particular standard,
16 quality, and grade when they are not;

17 c. Advertising Class Vehicles with the intent not to sell or lease
18 them as advertised

19 d. representing that a transaction involving Class Vehicles confers
20 or involves rights, remedies, and obligations which it does not; and

21 e. Representing that the subject of a transaction involving
22 Defective Vehicles has been supplied in accordance with a previous representation
23 when it has not.

24 645. As alleged above, Defendants made material statements about the
25 safety and reliability of Class Vehicles that were either false or misleading.

26 646. Defendants knew that the ignition switch in the Class Vehicles was
27 defectively designed or manufactured, would fail without warning, and was not
28 suitable for its intended use of controlling the main electrical systems of the vehicle

1 and allowing the driver to maintain control of the vehicle. Defendants nevertheless
2 failed to warn Plaintiff about these inherent dangers despite having a duty to do so.

3 647. Defendants each owed Plaintiff a duty to disclose the defective nature
4 of Class Vehicles, including the dangerous risk of ignition switch movement,
5 engine shutdown, and disabled safety airbags, because it:

6 a. Possessed exclusive knowledge of the defects rendering Class
7 Vehicles inherently more dangerous and unreliable than similar vehicles;

8 b. Intentionally concealed the hazardous situation with Class
9 Vehicles through their deceptive marketing campaign and recall program that they
10 designed to hide the life-threatening problems from Plaintiff; and/or

11 c. Made incomplete representations about the safety and reliability
12 of Class Vehicles generally, and the ignition switch in particular, while
13 purposefully withholding material facts from Plaintiffs that contradicted these
14 representations.

15 648. Class Vehicles with the Ignition Switch Defect pose an unreasonable
16 risk of death or serious bodily injury to Plaintiffs, passengers, other motorists,
17 pedestrians, and the public at large, because they are susceptible to incidents of
18 sudden and unintended engine shutdown.

19 649. Whether or not a vehicle's (a) ignition switch will move
20 unintentionally and (b) shut down the engine and disable the safety airbags, are
21 facts that a reasonable consumer would consider important in selecting a vehicle to
22 purchase or lease. When Plaintiff and Tennessee Class Members bought a GM
23 Vehicle for personal, family, or household purposes, they reasonably expected the
24 vehicle would not change ignition position unless the driver turned the key.

25 650. Defendants' unfair or deceptive acts or practices were likely to deceive
26 reasonable consumers, including Plaintiffs, about the true safety and reliability of
27 Class Vehicles.

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1 658. Plaintiffs and the Texas Class are “consumers” within the meaning of
2 the Texas DTPA, who purchased or leased one or more Class Vehicles.

3 659. By failing to disclose and actively concealing the dangerous risk of
4 ignition switch movement, engine shutdown, and disabled safety airbags in Class
5 Vehicles, Defendants engaged in deceptive business practices prohibited by the
6 Texas DTPA, including

7 a. representing that Class Vehicles have characteristics, uses,
8 benefits, and qualities which they do not have;

9 b. representing that Class Vehicles are of a particular standard,
10 quality, and grade when they are not;

11 c. advertising Class Vehicles with the intent not to sell them as
12 advertised;

13 d. representing that a transaction involving Class Vehicles confers
14 or involves rights, remedies, and obligations which it does not, and

15 e. failing to disclose information concerning Class Vehicles with
16 the intent to induce consumers to purchase or lease the Class Vehicles.

17 660. As alleged above, Defendants made material statements about the
18 safety and reliability of Class Vehicles that were either false or misleading. Each of
19 these statements contributed to the deceptive context of Defendants’ unlawful
20 advertising and representations as a whole.

21 661. Defendants’ unfair or deceptive acts or practices were likely to and did
22 in fact deceive reasonable consumers, including Plaintiff and Texas Class Members,
23 about the true safety and reliability of Class Vehicles.

24 662. In purchasing or leasing their vehicles, the Plaintiff and Texas Class
25 Members relied on the misrepresentations and/or omissions of Defendants with
26 respect of the safety and reliability of the vehicles. Defendants’ representations
27 turned out not to be true because the vehicles can unexpectedly and dangerously
28

1 have ignition switch movement, shutting down the engine, and disabling the safety
2 airbags.

3 663. Had the Plaintiff known this they would not have purchased or leased
4 their Class Vehicles and/or paid as much for them.

5 664. Defendants also breached express and implied warranties to Plaintiffs
6 and the Class, as set out above, and are, therefore liable to Plaintiffs and the Class
7 for damages under §§ 17.50(a)(2) and 17.50(b) of the Texas DTPA. Defendants'
8 actions also constitute an unconscionable action or course of action under
9 §17.50(a)(3) of the Texas DTPA.

10 665. Plaintiffs and the Class sustained damages as a result of the
11 Defendants' unlawful acts and are, therefore, entitled to damages and other relief
12 provided for under § 17.50(b) of the Texas DTPA. Because Defendants' conduct
13 was committed knowingly and/or intentionally, the Plaintiffs and the Class are
14 entitled to treble damages.

15 666. For those Plaintiffs and the Class who wish to rescind their purchases,
16 they are entitled under § 17.50(b)(4) to rescission and other relief necessary to
17 restore any money or property that was acquired from them based on violations of
18 the Texas DTPA.

19 667. Plaintiffs and the Class also seek court costs and attorneys' fees under
20 § 17.50(d) of the Texas DTPA.

21 668. Plaintiff presently does not claim the relief sought above pursuant to
22 Tex. Bus. Com. Code § 17.505, until Plaintiffs' counsel, on behalf of Plaintiffs
23 Judy Murray, Michael Graciano, and the Texas Class, serve Defendants with notice
24 of their alleged violations of the Texas DTPA relating to the Class Vehicles
25 purchased by the Plaintiff and Class Members, and demanding that Defendants
26 correct or agree to correct the actions described therein. If Defendants fail to do so
27 within the requisite time period, Plaintiff seeks all damages and relief to which
28 Plaintiffs and the Class are entitled.

1 c. Advertising Class Vehicles with the intent not to sell or lease
2 them as advertised

3 d. representing that a transaction involving Class Vehicles confers
4 or involves rights, remedies, and obligations which it does not; and

5 e. Representing that the subject of a transaction involving
6 Defective Vehicles has been supplied in accordance with a previous representation
7 when it has not.

8 677. As alleged above, Defendants made material statements about the
9 safety and reliability of Class Vehicles that were either false or misleading.

10 678. Defendants knew that the ignition switch in the Class Vehicles was
11 defectively designed or manufactured, would fail without warning, and was not
12 suitable for its intended use of controlling the main electrical systems of the vehicle
13 and allowing the driver to maintain control of the vehicle. Defendants nevertheless
14 failed to warn Plaintiff about these inherent dangers despite having a duty to do so.

15 679. Defendants each owed Plaintiff a duty to disclose the defective nature
16 of Class Vehicles, including the dangerous risk of ignition switch movement,
17 engine shutdown, and disabled safety airbags, because it:

18 a. Possessed exclusive knowledge of the defects rendering Class
19 Vehicles inherently more dangerous and unreliable than similar vehicles;

20 b. Intentionally concealed the hazardous situation with Class
21 Vehicles through their deceptive marketing campaign and recall program that they
22 designed to hide the life-threatening problems from Plaintiff; and/or

23 c. Made incomplete representations about the safety and reliability
24 of Class Vehicles generally, and the ignition switch in particular, while
25 purposefully withholding material facts from Plaintiffs that contradicted these
26 representations.

27 680. Class Vehicles with the Ignition Switch Defect pose an unreasonable
28 risk of death or serious bodily injury to Plaintiffs, passengers, other motorists,

1 pedestrians, and the public at large, because they are susceptible to incidents of
2 sudden and unintended engine shutdown.

3 681. Whether or not a vehicle's (a) ignition switch will move
4 unintentionally and (b) shut down the engine and disable the safety airbags, are
5 facts that a reasonable consumer would consider important in selecting a vehicle to
6 purchase or lease. When Plaintiff and Utah Class Members bought a Defendants
7 Vehicle for personal, family, or household purposes, they reasonably expected the
8 vehicle would not change ignition position unless the driver turned the key.

9 682. Defendants' unfair or deceptive acts or practices were likely to deceive
10 reasonable consumers, including Plaintiffs, about the true safety and reliability of
11 Class Vehicles.

12 683. As a result of its violations of the UTCPSA detailed above, Defendants
13 caused ascertainable loss to Plaintiff and Utah Class Members and, if not stopped,
14 will continue to harm Plaintiff and Utah Class Members. Plaintiff and Utah Class
15 Members currently own or lease, or within the class period have owned or leased,
16 Class Vehicles that are defective and inherently unsafe.

17 684. Plaintiff and Utah Class Members risk irreparable injury as a result of
18 Defendants' act and omissions in violation of the UTCPSA, and these violations
19 present a continuing risk to Plaintiffs as well as to the general public.

20 685. The recalls and repairs instituted by Defendants have not been
21 adequate. The recall is not an effective remedy and is not offered to all Defective
22 Vehicles.

23 686. Pursuant to UTCPSA § 13-11-19, Plaintiff individually and on behalf
24 of all others similarly situated, seeks monetary relief against Defendants measured
25 as the greater of (a) actual damages in an amount to be determined at trial and (b)
26 statutory damages in the amount of \$2000 for each Plaintiff and each Utah Class
27 Member.

28

1 687. Plaintiff also seeks an order enjoining Defendants’ unfair, unlawful,
2 and/or deceptive practices, attorneys’ fees, and any other just and proper relief
3 available under UTCPSA, § 13-11-1 *et seq.*

4 **FORTIETH CLAIM FOR RELIEF**

5 **Asserted on Behalf of the Virginia Class**
6 **(Violation of Virginia’s Consumer Protection Act (“VCPA”),**
7 **Va. Code Ann. § 59.1-196 *et seq.*)**

8 688. Plaintiffs hereby incorporate by reference the allegations contained in
9 the preceding paragraphs of this Complaint.

10 689. This Count is brought on behalf of Patrick Hansen and the Virginia
11 Class.

12 690. Defendants are “suppliers” within the meaning of Va. Code Ann.
13 § 59.1-200.

14 691. Plaintiffs, the Virginia Class, and Defendants engaged in “consumer
15 transactions” within the meaning of Va. Code Ann. § 59.1-200.

16 692. The VCPA was enacted to “promote fair and ethical standards of
17 dealings between suppliers and the consuming public.” Va. Code Ann. § 59.1-197.
18 The VCPA makes it unlawful to, *inter alia*, misrepresent that “goods or services
19 have certain quantities, characteristics, ingredients, uses, or benefits,” or that
20 “goods or services are of a particular standard, quality, style, or model.” Va. Code
21 Ann. § 59.1-200(A)(5)-(6). In addition, the VCPA makes it unlawful to advertise
22 or offer for sale goods that are “defective . . . without clearly and unequivocally
23 indicating in the advertisement or offer for sale that the goods are . . . defective.”
24 Va. Code Ann. § 59.1-200(A)(7).

25 693. Defendants violated the VCPA when they represented, through
26 advertising, warranties, and other express representations, that the Class Vehicles
27 had characteristics and benefits that they did not actually have.

28 //

//

1 694. Defendants violated the VCPA when they falsely represented, through
2 advertising, warranties, and other express representations, that the Class Vehicles
3 were of certain quality or standard when they were not.

4 695. Defendants violated the NYDTPA by fraudulently concealing from
5 and/or failing to disclose to Plaintiffs and the Virginia Class the defects associated
6 with the Class Vehicles

7 696. Defendants violated the VCPA by actively misrepresenting in, and/or
8 concealing and omitting from, their advertising, marketing, and other
9 communications, material information regarding the Class Vehicles. The material
10 information included:

11 a. that there was a substantial risk of ignition switch failure that far
12 exceeded the risk of such defect normally associated with similar consumer
13 products;

14 b. that the Ignition Switch Defect might not become apparent until
15 after the warranty had expired; and

16 c. that Defendants were not committed to repairing the Ignition
17 Switch Defect if it was discovered after the warranty expired.

18 697. Defendants intentionally and knowingly misrepresented material facts
19 regarding the Class Vehicles with an intent to mislead Plaintiffs and the Virginia
20 Class.

21 698. As a direct and proximate cause of Defendants' violations of the
22 VCPA, Plaintiffs and members of the Class have suffered injury in fact and/or
23 actual damage, in that they purchased a Class Vehicle that contains inherent design
24 defects. Plaintiffs and the Virginia Class have therefore suffered a "loss" under the
25 VCPA.

26 699. Pursuant to Va. Code Ann. § 59.1-204, Plaintiffs, on behalf of
27 themselves and all others similarly situated, seek monetary relief against
28 Defendants measured as the greater of (a) actual damages in an amount to be

1 determined at trial and (b) statutory damages in the amount of \$500 for each
2 Plaintiff and each Virginia Class Member. Because Defendants' conduct was
3 committed willfully and knowingly, Plaintiffs are entitled to recover, for each
4 Plaintiff and each Virginia Class Member, the greater of (a) three times actual
5 damages or (b) \$1,000.

6 700. Plaintiffs also seek an order enjoining Defendants' unfair and/or
7 deceptive acts or practices, punitive damages, and attorneys' fees, and any other
8 just and proper relief available under General Business Law § 59.1-204, *et seq.*

9 **FORTY-FIRST CLAIM FOR RELIEF**

10 **Asserted on Behalf of the Virginia Class**
11 **(Actual and Constructive Fraud Under Virginia Common Law)**

12 701. Plaintiffs hereby incorporate by reference the allegations contained in
13 the preceding paragraphs of this Complaint.

14 702. This Count is brought on behalf of Patrick Hansen and the Virginia
15 Class.

16 703. As set forth above, Defendants knowingly concealed and/or
17 suppressed material facts concerning the safety of the Class Vehicles.

18 704. Defendants consistently marketed the Class Vehicles as reliable and
19 safe and proclaimed that Defendants maintain the highest safety standards.
20 Because of these public representations, Defendants were under a duty to disclose
21 facts concerning the Ignition Switch Defect.

22 705. By concealing facts concerning the Ignition Switch Defect, Defendants
23 evidenced an intent to mislead Plaintiffs and the Virginia Class.

24 706. Further, Plaintiffs and the Virginia Class relied on Defendants'
25 representations concerning the Class Vehicles' safety and reliability. Had Plaintiffs
26 and the Virginia Class known of the Ignition Switch Defect, they would have
27 purchased non-Class Vehicles, or paid substantially less for the defective Class
28 Vehicles.

1 715. Defendants violated the WUBPCPA when they represented, through
2 advertising, warranties, and other express representations, that the Class Vehicles
3 had characteristics and benefits that they did not actually have.

4 716. Defendants violated the WUBPCPA when they falsely represented,
5 through advertising, warranties, and other express representations, that the Class
6 Vehicles were of certain quality or standard when they were not.

7 717. Defendants violated the WUBPCPA by fraudulently concealing from
8 and/or failing to disclose to Plaintiffs and the Washington Class the defects
9 associated with the Class Vehicles

10 718. Defendants violated the WUBPCPA by actively misrepresenting in,
11 and/or concealing and omitting from, their advertising, marketing, and other
12 communications, material information regarding the Class Vehicles. The material
13 information included:

14 a. that there was a substantial risk of ignition switch failure that far
15 exceeded the risk of such defect normally associated with similar consumer
16 products;

17 b. that the Ignition Switch Defect might not become apparent until
18 after the warranty had expired; and

19 c. that Defendants were not committed to repairing the Ignition
20 Switch Defect if it was discovered after the warranty expired.

21 719. Defendants intentionally and knowingly misrepresented material facts
22 regarding the Class Vehicles with an intent to mislead Plaintiffs and the
23 Washington Class.

24 720. As a direct and proximate cause of Defendants' violations of the
25 WUBPCPA, Plaintiffs and members of the Washington Class have suffered injury
26 in fact and/or actual damage, in that they purchased a Class Vehicle that contains
27 inherent design defects. Plaintiffs and the Washington Class have suffered an
28 injury to their property.

1 721. Further, Defendants' acts or practices, as described herein, were
2 injurious to the public interest because the Ignition Switch Defect caused accidents
3 that injured persons, and has the capacity to injure persons in the future. 19 Wash.
4 Rev. Code § 19.86.093.

5 722. Pursuant to 19 Wash. Rev. Code § 19.86.090, Plaintiffs, on behalf of
6 themselves and all others similarly situated, seek monetary relief against
7 Defendants measured as the greater of (a) actual damages in an amount to be
8 determined at trial and (b) statutory damages in the amount of \$25,000 for each
9 Plaintiff and each Washington Class Member. Because Defendants' conduct was
10 committed willfully and knowingly, Plaintiffs are entitled to recover, for each
11 Plaintiff and each Washington Class Member, the greater of (a) three times actual
12 damages or (b) \$25,000.

13 723. Plaintiffs also seek an order enjoining Defendants' unfair and/or
14 deceptive acts or practices, punitive damages, and attorneys' fees, costs, and any
15 other just and proper relief available under the Unfair Business Practices –
16 Consumer Protection Act.

17 724. Pursuant to 19 Wash. Rev. Code § 19.86.095, Plaintiff Jane Mortell
18 will serve the Washington Attorney General with a copy of this complaint, for
19 Plaintiff seeks injunctive relief.

20 **FORTY-THIRD CLAIM FOR RELIEF**

21 **Asserted on Behalf of the West Virginia Class** 22 **(Violations of the West Virginia Consumer Credit and** 23 **Protection Act ("WVCCPA"), W. Va. Code § 46A-1-101)**

24 725. Plaintiffs hereby incorporate by reference the allegations contained in
25 the preceding paragraphs of this Complaint.

26 726. This Count is brought on behalf of Plaintiff Stephanie Renee Carden
27 and the West Virginia Class.

28 727. Defendants are "persons" within the meaning of W. Va. Code § 46A-
1-102(31).

1 728. Plaintiff is a “consumer,” within the meaning of W. Va. Code §§ and
2 46A-1-102(12) and 46A-6-102(2), who purchased or leased one or more Class
3 Vehicles.

4 729. Defendants both participated in unfair or deceptive acts or practices
5 that violated the WVCCPA, W. Va. Code § 46A-1-101, *et seq.* as described above
6 and below. Defendants each are directly liable for these violations of law.

7 730. By failing to disclose and actively concealing the dangerous risk of
8 ignition switch movement, engine shutdown, and airbag disabling in Class
9 Vehicles, Defendants engaged in deceptive business practices prohibited by the
10 WVCCPA, W. VA. CODE § 46A-1-101, *et seq.*, including

11 a. Representing that Class Vehicles have characteristics, uses,
12 benefits, and qualities which they do not have;

13 b. Representing that Class Vehicles are of a particular standard,
14 quality, and grade when they are not;

15 c. Advertising Class Vehicles with the intent not to sell or lease
16 them as advertised

17 d. representing that a transaction involving Class Vehicles confers
18 or involves rights, remedies, and obligations which it does not; and

19 e. Representing that the subject of a transaction involving
20 Defective Vehicles has been supplied in accordance with a previous representation
21 when it has not.

22 731. As alleged above, Defendants made material statements about the
23 safety and reliability of Class Vehicles that were either false or misleading.

24 732. Each of these statements contributed to the deceptive context of
25 Defendants’ unlawful advertising and representations as a whole.

26 733. Defendants knew that the ignition switch in the Class Vehicles was
27 defectively designed or manufactured, would fail without warning, and was not
28 suitable for its intended use of controlling the main electrical systems of the vehicle

1 and allowing the driver to maintain control of the vehicle. Defendants nevertheless
2 failed to warn Plaintiff about these inherent dangers despite having a duty to do so.

3 734. Defendants each owed Plaintiff a duty to disclose the defective nature
4 of Class Vehicles, including the dangerous risk of ignition switch movement,
5 engine shutdown, and disabled safety airbags, because it:

6 a. Possessed exclusive knowledge of the defects rendering Class
7 Vehicles inherently more dangerous and unreliable than similar vehicles;

8 b. Intentionally concealed the hazardous situation with Class
9 Vehicles through their deceptive marketing campaign and recall program that they
10 designed to hide the life-threatening problems from Plaintiff; and/or

11 c. Made incomplete representations about the safety and reliability
12 of Class Vehicles generally, and the ignition switch in particular, while
13 purposefully withholding material facts from Plaintiffs that contradicted these
14 representations.

15 735. Class Vehicles with the Ignition Switch Defect pose an unreasonable
16 risk of death or serious bodily injury to Plaintiffs, passengers, other motorists,
17 pedestrians, and the public at large, because they are susceptible to incidents of
18 sudden and unintended engine shutdown.

19 736. Whether or not a vehicle's (a) ignition switch will move
20 unintentionally and (b) shut down the engine and disable the safety airbags, are
21 facts that a reasonable consumer would consider important in selecting a vehicle to
22 purchase or lease. When Plaintiff and West Virginia Class Members bought a GM
23 Vehicle for personal, family, or household purposes, they reasonably expected the
24 vehicle would not change ignition position unless the driver turned the key.

25 737. Defendants' unfair or deceptive acts or practices were likely to deceive
26 reasonable consumers, including Plaintiffs, about the true safety and reliability of
27 Class Vehicles.

28

1 738. As a result of its violations of the WVCCPA detailed above,
2 Defendants caused ascertainable loss to Plaintiff and West Virginia Class Members
3 and, if not stopped, will continue to harm Plaintiff and West Virginia Class
4 Members. Plaintiff and West Virginia Class Members currently own or lease, or
5 within the class period have owned or leased, Class Vehicles that are defective and
6 inherently unsafe.

7 739. Plaintiff and West Virginia Class Members risk irreparable injury as a
8 result of Defendants' act and omissions in violation of the WVCCPA, and these
9 violations present a continuing risk to Plaintiffs as well as to the general public.

10 740. Plaintiff also seek punitive damages against Defendants because each
11 carried out despicable conduct with willful and conscious disregard of the rights
12 and safety of others, subjecting Plaintiff and West Virginia Class Members to cruel
13 and unjust hardship as a result. Defendants intentionally and willfully
14 misrepresented the safety and reliability of Class Vehicles, deceived Plaintiff on
15 life-or-death matters, and concealed material facts that only it knew, all to avoid the
16 expense and public relations nightmare of correcting a deadly flaw in the Class
17 Vehicles it repeatedly promised Plaintiff and West Virginia Class Members were
18 safe. Defendants' unlawful conduct constitutes malice, oppression, and fraud
19 warranting punitive damages.

20 741. The recalls and repairs instituted by Defendants have not been
21 adequate. The recall is not an effective remedy and is not offered to all Defective
22 Vehicles.

23 742. Plaintiff further seeks an order enjoining Defendants' unfair or
24 deceptive acts or practices, restitution, punitive damages, costs of Court, attorney's
25 fees under W. Va. Code § 46A-5-101, *et seq.*, and any other just and proper relief
26 available under the WVCCPA.

27 743. Plaintiff presently does not claim the relief sought above pursuant to
28 W. Va. Code § 46A-6-106, until Plaintiffs' counsel, on behalf of Plaintiff Stephanie

1 Renee Carden and the West Virginia Class, serve Defendants with notice of their
2 alleged violations of the WVCCPA relating to the Class Vehicles purchased by the
3 Plaintiff and Class Members, and demanding that Defendants correct or agree to
4 correct the actions described therein. If Defendants fail to do so within the requisite
5 time period, Plaintiff seeks all damages and relief to which Plaintiffs and the Class
6 are entitled.

7 **FORTY-FOURTH CLAIM FOR RELIEF**

8 **Asserted on Behalf of the Wisconsin Class**
9 **(Violation of Wisconsin’s Deceptive Trade Practices Act (“DTPA”),**
10 **Wis. Stat. § 100.18)**

11 744. Plaintiffs hereby incorporate by reference the allegations contained in
12 the preceding paragraphs of this Complaint.

13 745. This Count is brought on behalf of Plaintiffs Dianne Huff and the
14 Wisconsin Class.

15 746. Defendants are a “person, firm, corporation or association” within the
16 meaning of the DTPA. Wis. Stat. § 100.18(1).

17 747. Plaintiff and Class Members are members of “the public” within the
18 meaning of the DTPA, Wis. Stat. § 100.18(1). Plaintiff and Class Members
19 purchased or leased one or more Class Vehicles.

20 748. Wisconsin’s DTPA prohibits a “representation or statement of fact
21 which is untrue, deceptive or misleading.” Wis. Stat. § 100.18(1). As set forth
22 more fully above, by failing to disclose, and actively concealing, the dangerous risk
23 of ignition switch movement, engine shutdown, and disabled safety airbags in Class
24 Vehicles, Defendants made representations or statements of fact that were untrue,
25 deceptive or misleading. Defendants’ untrue, deceptive or misleading
26 representations included

27 a. the representation, through its advertising, warranties, and other
28 express representations that Class Vehicles have characteristics, uses, benefits, and
qualities that they do not have;

1 b. the representation, through its advertising, warranties, and other
2 express representations that Class Vehicles are of a particular standard, quality, and
3 grade when they are not; and

4 c. the representation, through its advertising, warranties, and other
5 express representations, that a transaction involving Class Vehicles confers or
6 involves rights, remedies, and obligations that it does not.

7 749. Defendants further violated the DTPA by fraudulently concealing
8 from, and/or failing to disclose, to Plaintiff and Class Members the Ignition Switch
9 Defect associated with the Class Vehicles.

10 750. Defendants violated the DTPA by actively misrepresenting and/or
11 concealing and/or omitting from its advertising, marketing, and other
12 communications material information about Class Vehicles that concerned crucial
13 product safety. The material information included:

14 a. that there was a substantial risk of ignition switch failure that far
15 exceeded the risk of such defect normally associated with similar consumer
16 products;

17 b. that the failures might not become apparent until after the
18 warranty expired;

19 c. that if the failures become apparent after the warranty expired,
20 GM was not committing to make repairs to all affected Class Vehicles.

21 751. Defendants made these untrue, deceptive or misleading statements in
22 order to induce Plaintiff and Class Members to purchase its Class Vehicles. Indeed,
23 Plaintiff and Class Members would have declined to purchase Class Vehicles had
24 they been advertised and marketed in a manner that was not untrue, deceptive or
25 misleading.

26 752. Plaintiff and Class Members were induced to purchase Class Vehicles
27 by Defendants' untrue, deceptive or misleading representations. As a result,
28 Plaintiff and Class Members have suffered, and continue to suffer, pecuniary loss.

1 members, absorb the losses and expenses fairly traceable to the recall of the
2 vehicles and correction of the Defect.

3 **PRAYER FOR RELIEF**

4 Plaintiffs, on behalf of themselves and all others similarly situated, request
5 the Court to enter judgment against the Defendants, as follows:

6 A. an order certifying the proposed Classes designating Plaintiffs as the
7 named representatives of the Classes, and designating the undersigned as Class
8 Counsel;

9 B. a declaration that the Ignition Switches in Class Vehicles are defective;

10 C. a declaration that the Defendants are financially responsible for
11 notifying all Class Members about the defective nature of the Class Vehicles;

12 D. an order enjoining Defendants to desist from further deceptive
13 distribution, sales, and lease practices with respect to the Class Vehicles, and
14 directing Defendants to permanently, expeditiously, and completely repair the Class
15 Vehicles to eliminate the Ignition Switch Defect;

16 E. an award to Plaintiffs and Class Members of compensatory,
17 exemplary, and statutory penalties, damages, including interest, in an amount to be
18 proven at trial;

19 F. a declaration that the Defendants must disgorge, for the benefit of
20 Plaintiff and Class Members, all or part of the ill-gotten profits it received from the
21 sale or lease of the Class Vehicles, or make full restitution to Plaintiffs and Class
22 Members;

23 G. an award of attorneys' fees and costs, as allowed by law;

24 H. an award of attorneys' fees and costs pursuant to Cal. Code Civ. P.
25 § 1021.5;

26 I. an award of pre-judgment and post-judgment interest, as provided by
27 law;

28 J. leave to amend this Complaint to conform to the evidence produced at

1 trial; and

2 K. such other relief as may be appropriate under the circumstances.

3 **JURY DEMAND**

4 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial
5 by jury of any and all issues in this action so triable of right.

6
7 Dated: April 16, 2014

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