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Attorneys for General Motors LLC

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	: Chapter 11
	: :
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	: Case No.: 09-50026 (REG)
f/k/a General Motors Corp., <i>et al.</i>	: :
	: :
Debtors.	: (Jointly Administered)
-----X	
STEVEN GROMAN, ROBIN DELUCO,	: :
ELIZABETH Y. GRUMET, ABC FLOORING,	: :
INC., MARCUS SULLIVAN, KATELYN	: :
SAXSON, AMY C. CLINTON, AND ALLISON	: Adv. Pro. No.: 14-01929 (REG)
C. CLINTON, on behalf of themselves, and all	: :
others similarly situated,	: :
	: :
Plaintiffs,	: :
	: :
-v-	: :
	: :
GENERAL MOTORS LLC,	: :
	: :
Defendant.	: :
-----X	

**NOTICE OF FILING OF SECOND SUPPLEMENT TO
SCHEDULE "1" TO THE MOTION OF GENERAL MOTORS LLC
PURSUANT TO 11 U.S.C. §§ 105 AND 363 TO ENFORCE THE
COURT'S JULY 5, 2009 SALE ORDER AND INJUNCTION**

PLEASE TAKE NOTICE that on May 19, 2014, General Motors LLC filed the attached *Second Supplement to Schedule "1" to the Motion of General Motors LLC Pursuant to 11 U.S.C. §§ 105 and 363 to Enforce the Court's July 5, 2009 Sale Order and Injunction* with the United States Bankruptcy Court for the Southern District of New York.

Dated: New York, New York
May 19, 2014

Respectfully submitted,

/s/ Scott I. Davidson
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Attorneys for General Motors LLC

SECOND SUPPLEMENT¹ TO SCHEDULE “1”
CHART OF ADDITIONAL IGNITION SWITCH ACTIONS
COMMENCED SINCE THE FILING OF NEW GM’S
SUPPLEMENT TO SCHEDULE “1” TO MOTION TO ENFORCE

	<u>Name</u>	<u>Class Models</u>	<u>Plaintiffs’ Model</u>	<u>Court</u>	<u>Filing Date</u>
1	Detton ² (Class Action)	Various models from 2003 to 2011	2009 Chevy Cobalt 2007 Chevy Cobalt	Southern District of Illinois 3:14-cv-00500	4/30/14
2	Bender ³ (Class Action)	Various models from 2003 to 2011	2007 Chevy Cobalt	Northern District of Indiana 1:14-cv-00134	5/1/14
3	Elliott ⁴ (Class Action)	Various models from 2003 to 2011	2008 Saturn Sky	District of Massachusetts 1:14-cv-11982	5/1/14
4	Favro ⁵ (Class Action)	Various models from 2003 to 2011	2005 Saturn Ion	Central District of California 8:14-cv-00690	5/1/14
5	Villa ⁶ (Class Action)	Various models from 2003 to 2011	2006 Chevy Cobalt 2009 Chevy HHR 2005 Chevy Cobalt 2006 Chevy HHR 2006 Chevy Cobalt	Eastern District of Pennsylvania 2:14-cv-2548	5/1/14
6	Fugate ⁷ (Class Action)	Various models from 2003 to 2011	2006 Saturn Ion	Eastern District of Kentucky 7:14-cv-00071	5/2/14

¹ This schedule supplements the Supplement to Schedule “1” [Dkt. No. 12672] filed with the Bankruptcy Court on April 30, 2014, and Schedule “1” [Dkt. No. 12620-1] filed with the *Motion of General Motors LLC Pursuant to 11 U.S.C. §§ 105 and 363 to Enforce the Court’s July 5, 2009 Sale Order and Injunction* on April 21, 2014 [Dkt. No. 12620].

² A copy of the complaint filed in the Detton Action is attached hereto as Exhibit “A.”

³ A copy of the complaint filed in the Bender Action is attached hereto as Exhibit “B.”

⁴ A copy of the complaint filed in the Elliott Action is attached hereto as Exhibit “C.”

⁵ A copy of the complaint filed in the Favro Action is attached hereto as Exhibit “D.”

⁶ A copy of the complaint filed in the Villa Action is attached hereto as Exhibit “E.”

⁷ A copy of the complaint filed in the Fugate Action is attached hereto as Exhibit “F.”

7	Powell ⁸ (Class Action)	Various models from 2003 to 2011	2005 Saturn Ion	Northern District of Ohio 1:14-cv-00963	5/2/14
8	Frank ⁹ (Class Action)	Various models from 2004 to 2010	2008 Saturn Aura	Southern District of Florida 1:14-cv-21652	5/6/14
9	Knetzke ¹⁰ (Class Action)	Various models from 2003 to 2011	2003 Saturn Ion	Southern District of Florida 1:14-cv-21673	5/7/14
10	Phaneuf ¹¹ (Class Action)	Various models from 2003-2011	2006 Chevy HHR 2007 Pontiac Solstice (3) 2010 Chevy Cobalt (2) 2009 Chevy Cobalt 2007 Chevy Cobalt	Southern District of New York 14-cv-3298	5/7/14
11	Skillman ¹² (Class Action)	Various models from 2003 to 2011	2005 Chevy Cobalt	Southern District of New York 14-cv-3326	5/7/14
12	Taylor ¹³ (Class Action)	Various models from 2003 to 2011	2006 Chevy Cobalt	Southern District of Florida 9:14-cv-80618	5/8/14
13	Emerson ¹⁴ (Class Action)	Various models from 2003 to 2011	(2) 2005 Chevy Cobalt 2003 Saturn Ion (2) 2008 Chevy Cobalt	Southern District of Florida 1:14-cv-21713	5/9/14

⁸ A copy of the complaint filed in the Powell Action is attached hereto as Exhibit "G."

⁹ A copy of the complaint filed in the Frank Action is attached hereto as Exhibit "H."

¹⁰ A copy of the complaint filed in the Knetzke Action is attached hereto as Exhibit "I."

¹¹ A copy of the complaint filed in the Phaneuf Action is attached hereto as Exhibit "J."

¹² A copy of the complaint filed in the Skillman Action is attached hereto as Exhibit "K."

¹³ A copy of the complaint filed in the Taylor Action is attached hereto as Exhibit "L."

¹⁴ A copy of the complaint filed in the Emerson Action is attached hereto as Exhibit "M."

			2008 Saturn Sky 2007 Chevy Cobalt 2004 Chevy Malibu		
14	Dinco ¹⁵ (Class Action)	Various models from 2003 to 2011	2006 Saturn Ion (6) 2006 Chevy Cobalt 2007 Saturn Sky 2007 Saturn Ion 2005 Chevy Cobalt 2007 Pontiac G5 (3) 2007 Chevy Cobalt (2) 2008 Chevy HHR 2007 Chevy HHR 2005 Saturn Ion 2010 Chevy Cobalt 2004 Saturn Ion	Central District of California 2:14-cv-03638	5/12/14
15	Biggs ¹⁶ (Class Action)	Various models from 2003 to 2011	2004 Saturn Ion	Eastern District of Michigan 2:14-cv-11912	5/13/14
16	Levine ¹⁷ (Class Action)	Various models from 2003 to 2011	2008 Chevy Cobalt	Southern District of Florida 1:14-cv-21752	5/13/14
17	Holliday ¹⁸ (Class Action)	Various models from 2003 to 2011	2007 Pontiac G5 2006 Chevrolet HHR	Eastern District of Texas 1:14-cv-00271	5/14/14

¹⁵ A copy of the complaint filed in the Dinco Action is attached hereto as Exhibit "N."

¹⁶ A copy of the complaint filed in the Biggs Action is attached hereto as Exhibit "O."

¹⁷ A copy of the complaint filed in the Levine Action is attached hereto as Exhibit "P."

¹⁸ A copy of the complaint filed in the Holliday Action is attached hereto as Exhibit "Q."

18	Nava ¹⁹ (Class Action)	2003-2007 Saturn Ion	2004 Saturn Ion	Central District of California 8:14-cv-00755	5/14/14
19	Markle ²⁰ (Class Action)	Various models from 2003 to 2011	2007 Saturn Ion	Southern District of Florida 1:14-cv-21788	5/15/14
20	Duarte ²¹ (Class Action)	Various models from 2003 to 2011	2007 Pontiac G5	Southern District of Florida 1:14-cv-21815	5/16/14

¹⁹ A copy of the complaint filed in the Nava Action is attached hereto as Exhibit "R."

²⁰ A copy of the complaint filed in the Markle Action is attached hereto as Exhibit "S."

²¹ A copy of the complaint filed in the Duarte Action is attached hereto as Exhibit "T."

Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

Sarah and Jeff Detton, Individually)	
and on Behalf of)	
All Other Similarly Situated,)	
)	Civ. Action No. 3:14-cv-00500-JPG-PMF
Plaintiffs,)	
)	<u>CLASS ACTION</u>
vs.)	
)	<u>DEMAND FOR JURY TRIAL</u>
GENERAL MOTORS LLC and DELPHI)	
AUTOMOTIVE PLC,)	
)	
Defendants.)	

CLASS ACTION COMPLAINT

Plaintiffs, Sarah and Jeff Detton (“Plaintiffs”), individually and on behalf of all others similarly situated, bring this Class Action Complaint against Defendants General Motors LLC (“GM”) and Delphi Automotive PLC (“Delphi”) (together, “Defendants”) and alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the instant lawsuit pursuant to 28 U.S.C. §1332(d)(2) because the Plaintiffs herein and the Defendants herein are citizens of different states, there are more than 100 members of the class, and the aggregate amount in controversy exceeds \$5,000,000.00, exclusive of attorneys’ fees, interest, and costs.

2. Pursuant to 28 U.S.C. §1391(b), venue is proper in this District because a substantial part of the events or omissions giving rise to the claims occurred in this District.

INTRODUCTION

3. GM, one of the largest automakers in the U.S., and Delphi, one of GM’s key parts suppliers, risked the lives of millions of consumers by choosing to conceal a dangerous defect in the design of the ignition switches installed in millions of GM vehicles, all in an attempt to drive home profits.

4. GM's defective Delphi-manufactured ignition switches have several common switch points, including the "run" (or "on"), "off," and "acc" (for "accessory") positions. In the "run" or "on" position, the vehicle's engine is running and its electrical systems have been activated. In the "acc" position, the engine is turned off but electrical power is generally still supplied only to the vehicle's entertainment system. In the "off" position, both the vehicle's engine and electrical systems are turned off.

5. The defective ignition switches were improperly positioned and prone to becoming loose, thus allowing an inadvertent switch from the "run"/"on" position to either "acc" or "off" during normal operation of the affected vehicles, causing a loss of power to the vehicle's engine or its electrical systems or both while the vehicle is being driven. Failure of the electrical systems would compromise the vehicle's power-assisted steering, anti-lock brakes, and safety-airbag systems, putting the vehicle's drivers and passengers in grave danger.

6. The ignition switch defect can occur during normal operation of the affected vehicles with catastrophic results such as loss of engine power, loss of power steering, loss of anti-lock braking, and/or loss of the safety airbag system.

7. Despite learning of the potential for engine failure and/or loss of steering, braking, and/or airbag functionality as a result of defectively designed ignition switches, GM, for more than 10 years, took no steps to protect or even inform its consumers of the defect or its associated risks. Instead, GM chose to put its own interests – and profits – ahead of the interests of its consumers, leaving those consumers with vehicles that do not function safely or properly.

8. GM's predecessor entity, General Motors Corporation ("Old GM"), took the same profits-first approach when it designed, manufactured, and marketed the affected vehicles but failed to disclose those vehicles' ignition switch defects even after it had become aware that such

defects were causing serious and often fatal accidents. Indeed, current GM Chief Executive Officer (“CEO”) Mary Barra recently admitted on Capitol Hill, “In the past, we had more of a cost culture, and now we have a customer culture that focuses on safety and quality.” This juxtaposition is, to say the least, unsettling to Plaintiffs and other Class members who purchased their vehicles based on representations that GM had *always* emphasized safety and quality. In addition to the liability arising out of the statutory obligations assumed by GM, it is also subject to successor liability for the deceptive and unfair acts and omissions of Old GM because, as described below, Defendant has continued the business enterprise of Old GM with full knowledge of the ignition switch defects. In light of this continuing course of business, GM and Old GM together will be referred to as “GM” hereafter, unless noted otherwise.

9. To date, GM has recalled nearly 2.6 million vehicles and has linked 13 deaths to the defectively designed ignition switches manufactured by Delphi. However, GM continues to maintain that the vehicles are safe to drive despite its knowledge that the vehicles contain a very dangerous design defect that could result in the loss of steering, braking, or airbag functionality. Thus, GM continues to mislead the public regarding the gravity and seriousness of the design defect.

10. Plaintiffs bring this action on behalf of a Class of all persons in the United States who own or lease at least one of the following vehicles (collectively referred to herein as the “Vehicles”): 2003-2007 Saturn Ion; 2005-2010 Chevrolet Cobalt; 2007-2010 Pontiac G5; 2006-2011 Chevrolet HHR; 2006 -2010 Pontiac Solstice; and 2007-2010 Saturn Sky.

11. GM designed, manufactured, marketed, advertised, and warranted that all of its Vehicles were safe and reliable and fit for the ordinary purpose such Vehicles are used for, and

were free from defects in materials and workmanship. This Complaint does not assert, and is not intended to assert, wrongful death or personal injury claims, or any damages therefrom.

12. Despite GM's many assertions to the contrary, the Vehicles were unsafe and defective, as they contained defectively designed ignition switches that could inadvertently switch to "acc" or even shut off the Vehicles during normal driving conditions, causing the Vehicles' power steering and anti-lock brakes to shut down, and airbags to disable, creating serious risk of injury to the driver and passengers.

13. In fact, GM knew the risks associated with the defectively designed ignition switches and received reports of numerous accidents that had occurred where a Vehicle's airbags failed to deploy as a result of the defective design, but took more than 10 years to issue a recall of the Vehicles.

14. In order to reap profits and maximize sales, GM and Delphi actively concealed the issues relating to the defective ignition switches from the consuming public. Defendants' too little, too late approach of addressing a dangerous design defect they had knowledge of for more than a decade should not be permitted.

PARTIES

15. Plaintiffs, Sarah and Jeff Detton, are residents and citizens of Madison County and currently reside at 220 Lee Avenue in Collinsville, Illinois, 62234. Plaintiffs purchased a 2009 Chevrolet Cobalt as a new vehicle from Jack Schmidt located in Wood River, Illinois. Both Sarah and Jeff Detton are named on the 2009 Chevrolet Cobalt's title. Plaintiffs also purchased a 2007 Chevrolet Cobalt in 2013 from Jack Schmidt located in O'Fallon, Illinois. Sarah Detton is named on the 2007 Chevrolet Cobalt's title. Plaintiffs' Vehicles contain a dangerous defect that allows the key to inadvertently turn to the "off" or "acc" position during normal driving. Plaintiffs did not learn of this dangerous design defect until on or about March 2014. GM

advertised its Vehicles as being safe and reliable. Had Defendants disclosed the ignition switch defect, Plaintiffs would not have purchased their 2009 Chevrolet Cobalt or their 2007 Chevrolet Cobalt.

16. Defendant General Motors LLC is incorporated in Delaware with its principal executive offices located at 300 Renaissance Center, Detroit, Michigan 48243. Defendant was incorporated in 2009 and, on July 10, 2009, acquired substantially all assets and assumed certain liabilities of Old GM through a Section 363 sale under Chapter 11 of the U.S. Bankruptcy Code. GM designed, manufactured, and marketed the Vehicles at issue here.

17. Defendant Delphi Automotive PLC is headquartered in Gillingham, Kent, United Kingdom and is the parent company of Delphi Automotive Systems LLC, which is headquartered in Troy, Michigan. Delphi began as a wholly-owned subsidiary of Old GM until it was launched as an independent publicly-held corporation in 1999. After GM emerged from bankruptcy in 2009, it purchased certain Delphi assets, including Delphi's steering assets and four Delphi plants to assist with its post-bankruptcy restructuring. In 2011, GM ended its ownership interest in Delphi by selling back the assets. Delphi, through its various entities, designed, manufactured, and supplied GM with motor vehicle components, including the defective ignition switches at issue here.

TOLLING OF THE STATUTES OF LIMITATIONS

A. Discovery Rule Tolling

18. Plaintiffs and members of the Class could not have discovered through the exercise of reasonable diligence that their GM Vehicles contained a design defect within the time period of any applicable statutes of limitation.

19. Among other things, Plaintiffs and members of the Class did not know and could not have known that their GM Vehicles had design defects which made the Vehicles vulnerable to catastrophic engine, steering, braking, and/or airbag failure during normal driving.

B. Fraudulent Concealment Tolling

20. Throughout the time period relevant to this action, GM concealed from Plaintiffs and the other Class members the design defect described herein. Indeed, GM intentionally kept Plaintiffs and the other Class members ignorant of vital information essential to the pursuit of their claims, and as a result, neither Plaintiffs nor the other Class members could have discovered the defect, even upon reasonable exercise of diligence.

21. Specifically, and as discussed in greater detail below, GM and Delphi were aware of the defect in the design of the Vehicles' ignition switches as early as 2004. Despite their knowledge of the design defect, GM continued to manufacture, advertise, sell, lease, and purportedly warrant the Vehicles without disclosing the defect in design.

22. GM and Delphi knew that the problems associated with the ignition switches were caused by a defect in design but failed to disclose this to consumers for many years. Rather, GM made statements that the issue was related to whether "the driver is short and has a large and/or heavy key chain" and not related to a design defect. Therefore, GM's affirmative statements concealed GM's knowledge of the underlying problem from Plaintiffs and the other Class members.

23. Thus, the running of all applicable statutes of limitation has been suspended with respect to any claims that Plaintiffs and the other Class members have sustained as a result of the defectively designed ignition switches by virtue of the fraudulent concealment doctrine.

C. Estoppel

24. GM and Delphi were under a continuous duty to disclose to Plaintiffs and the other Class members the true character, quality, and nature of the Vehicles and their ignition switches.

25. GM and Delphi knowingly, affirmatively, and actively concealed from consumers the true nature, quality, and character of the Vehicles and their ignition switches.

26. Based on the foregoing, GM and Delphi are estopped from relying on any statutes of limitations in defense of this action.

FACTUAL ALLEGATIONS

D. Defendants Possessed Knowledge of the Dangerous Design Defect for More than 10 Years

27. During the late 1990s to early 2000s, GM and its then supplier Eaton Mechatronics finalized the specifications for the ignition switches to be installed in the Saturn Ion.

28. On March 31, 2001 Eaton Mechatronics sold its vehicle switch department, including the newly designed ignition switches, to Delphi.

29. In 2002, GM began selling Vehicles installed with the newly designed ignition switches manufactured by Delphi. However, prior to putting the Vehicles into the stream of commerce, Defendants knew that the ignition switches contained a dangerous design defect. GM chose to ignore the defect and began selling the Vehicles to the consuming public knowing the dangers drivers and their passengers could face as a result of the defectively designed ignition switch. GM concealed its knowledge of the design defect for more than 10 years.

30. As early as 2001, a pre-production report for the model-year 2003 Saturn Ion identified issues with the ignition switch and stated that the “two causes of failure” were “[l]ow contact force and low detent plunger force.”

31. Then, in February of 2002, Delphi submitted a Production Part Approval Process (“PPAP”) document for the ignition switches. GM approved the PPAP despite the fact that sample testing of the ignition switch revealed that the torque was below the specifications set by GM.

32. Delphi had knowledge that its ignition switches would be placed in the stream of commerce by way of installation in GM vehicles, and that the failure of an ignition switch can have catastrophic consequences.

33. Beginning in 2004, engineers for GM reported that the ignition switch contained in the 2003 Saturn Ion was defective in that a driver’s knee could easily bump the key and inadvertently turn off the car, causing the car to lose functioning of the power steering, anti-lock brakes, and airbags.

34. In fact, in January 2004, a GM engineer reported that “[t]his is a basic design flaw and should be corrected if we want to repeat sales.” However, the dangerous defect was not corrected and was instead incorporated into Vehicles sold to millions of unsuspecting consumers.

35. Although GM engineers reported that low-key cylinder torque was an issue, GM chose not to take a single step to inform or protect its consumers.

36. GM knew that a loss of engine power also meant a loss of power steering, anti-lock brakes, and loss of airbag functionality. GM knew the risks and dangers its consumers faced and chose to deliberately ignore them, all while GM continued to tout the safety and reliability of its Vehicles.

42. GM engineers presented various possible solutions to the ignition defect and its resulting low key torque. Ultimately however, despite the known risks, GM closed the Problem Resolution Tracking System Inquiry without making any changes to the defectively designed ignition switches or taking any steps to inform consumers of the associated risk of steering, braking, and/or airbag failure that could result, leaving its consumers to bear the risks of the defective design.

43. The main reasons cited for GM's decision to take no action to protect its consumers despite the known risks associated with the design defect include: "tooling cost and piece price are too high" and "none of the solutions seems to fully countermeasure the possibility of the key being turned (ignition turned off) during driving." Ultimately, GM decided that "none of the solutions represent an acceptable business case."

44. Thus, rather than putting the interests and safety of its consumers first and developing a solution to the issue, GM favored the "cost culture" cited by CEO Mary Barra and chose not to take any action whatsoever to inform or protect consumers from the dangerous design defect.

2. GM's 2005 Bulletin Regarding the Dangerous and Defective Ignition Switches

45. On February 28, 2005, GM issued a bulletin to its dealers addressing the potential of the ignition switches inadvertently turning off due to low key ignition cylinder torque (the "February 2005 Bulletin"). The February 2005 Bulletin confirms that GM was well aware of the issue with the ignition switches: "There is potential for the driver to inadvertently turn off the ignition due to low ignition cylinder torque/effort."

46. However, GM attempted to soften the seriousness of the defect by stating that "[t]he concern is more likely to occur if the driver is short and has a large heavy keychain." But

GM knew at the time of issuing the February 2005 Bulletin that the issue was a result of a design defect in the ignition switches and was not limited to situations where the driver was short or had a heavy keychain as the February Bulletin implied.

47. Notably missing from the February 2005 Bulletin is any mention of the potential dangers of the design defect including the risk of steering, braking, and/or airbag failure under normal driving conditions. Furthermore, GM took no steps to remedy the known design defect and instead continued to manufacture and sell Vehicles containing the dangerously designed ignition switches.

48. Instead of proactively informing consumers and addressing the issue as it should have done as soon as it was discovered, GM chose to conceal the defect and to wait to address the issue until a customer brought a Vehicle to a dealership after experiencing a problem, and even then GM's solution did not fix the problem.

3. GM's May 2005 Inquiry into the Defectively and Dangerously Designed Ignition Switches

49. In May 2005, GM opened another Problem Resolution Tracking System Inquiry after receiving new field reports of Chevrolet Cobalts losing engine power when the key or steering column was inadvertently contacted (the "May 2005 Inquiry"). During this inquiry, a GM engineer proposed that GM redesign the key head from a "slotted" to a "hole" configuration in an attempt to reduce the possibility of the ignition inadvertently turning to the "off" position while driving.

50. Unfortunately for consumers, GM closed the inquiry without taking any action to fix the problem. Rather, it continued to take affirmative steps to conceal the dangerous design defect.

51. Around the time of GM's May 2005 Inquiry, GM's Manager of Product Safety Concerns, Alan Adler, issued a materially false and misleading statement regarding the defectively designed ignition switches of the Chevrolet Cobalt. In his statement, Mr. Adler explained that "GM has analyzed this condition and believes it may occur when a driver overloads a key ring, or when the driver's leg moves amid factors such as steering column position, seat height and placement. Depending on these factors, a driver can unintentionally turn the vehicle off."

52. This information was false and misleading as GM knew that the issue was a result of a design defect and not the fault of the driver. Mr. Adler continued: "Service advisors are telling customers they can virtually eliminate this possibility by taking several steps, including removing non-essential material from their key rings."

53. This statement minimized the gravity and seriousness of the design defect and left consumers with the impression that the issue could be resolved by merely removing items from their keychain. GM knew, however, that the issue was related to a design defect that could not be remedied by merely removing items from the keychain.

54. Notably, there was no mention in Adler's statement of the safety risks associated with the defective ignition switches or of the numerous accidents that had occurred as a result.

55. Meanwhile, on June 19, 2005, the *New York Times* published an article entitled "Making a Case for Ignitions That Don't Need Keys." The article explained that Chevrolet dealers were telling Cobalt owners to lighten their key rings to prevent intermittent stalling and the loss of electrical power in their cars.¹

¹ <http://www.nytimes.com/2005/06/19/automobiles/19KEYS.html?>

4. Consumer Complaints Regarding the Dangerous and Defectively Designed Ignition Switches Continue to Mount

56. Between 2005 and 2009, myriad complaints were sent to GM regarding the defectively designed ignition switches.

57. In fact, GM received at least 133 complaints regarding the ignition switch defect between June 2003 and June 2012, all while choosing to do nothing to fix the issue. Meanwhile, people suffered injuries and even death as a result of the dangerous design defect.

58. In fact, on July 29, 2005 – just months after GM opened the May 2005 Inquiry – a 16-year-old girl crashed her 2005 Chevrolet Cobalt and died as a result of injuries sustained in the crash. Unfortunately, the Vehicle’s airbags did not deploy as the ignition was in “accessory” mode rather than “on” at the time of the crash as a result of the design defect.

59. If GM had addressed the issue when it had first learned of the design defect and its potentially dangerous consequences, the 16-year-old likely would have survived the accident.

60. GM continued to deny the existence of the defect and seemed to take the position that it was driver error causing the problem. In fact, an entry in GM’s complaint tracking system following up on an October 2005 complaint from a Cobalt owner reads: “There is nothing mechanically wrong with the vehicle,” and “[i]t is the customer’s driving habits. They hit the ignition key slot.”

61. Meanwhile, accidents as a result of the design defect continued to occur. On November 17, 2005, another incident occurred involving the crash of a 2005 Cobalt. Once again, the frontal airbags did not deploy.

62. Shortly after these July and November 2005 incidents, GM issued another misleading Technical Service Bulletin (the “December 2005 Bulletin”) providing “Information on Inadvertent Turning of Key Cylinder, Loss of Electrical System and no DTCs.” The

December 2005 Bulletin once again minimized the seriousness and dangerousness of the design defect, and left the impression that the defect was caused by unessential items on drivers' key chains and could be addressed by removing such items.

63. GM knew, however, that this was not the case, and that this would not remedy the issue. Additionally, the December 2005 Bulletin described an insert for the key ring so that it goes from a "slot" design to a hole design. According to GM, as a result of this insert, "the key ring cannot move up and down in the slot any longer." Relatedly, in the NHTSA Letter, GM stated that its dealers have provided key inserts to only approximately 474 of the millions of consumers affected by the design defect.

64. Notably missing from the December 2005 Bulletin, once again, is any mention of the accidents that GM knew had occurred as a result of this defect, or the risk that the steering, braking, and airbag systems could be disabled by a loss of engine power.

65. Much like the February 2005 Bulletin, the December 2005 Bulletin failed to disclose any of the potentially dangerous consequences of the design defect and stated that the concern is more likely to occur if the driver is short and has a large and/or heavy keychain, despite GM possessing knowledge that the defect could affect a person of any size with any sized key chain.

66. Furthermore, this Bulletin was not provided to consumers or to the public. Consumers were to only be advised of the potential for the driver to inadvertently turn off the ignition if the consumer came to a dealership, and even then consumers were only advised to prevent the issue by removing unessential items from their keychain. Thus, GM continued to conceal the dangerous design defect to the consuming public and failed to take any steps to address the issue.

5. GM's February 2009 Inquiry into the Dangerous and Defective Ignition Switches

72. After numerous incidents occurred as a result of the defectively designed ignition switches, GM opened another Problem Resolution Tracking System Inquiry to address the issue in February 2009. GM determined that changing the key from a "slot" design to a "hole" design would significantly reduce the likelihood that the ignition would be inadvertently switched to the "acc" or "off" position while driving normally.

73. GM incorporated this design change into the 2010 model year Chevrolet Cobalts.

74. This change in the design of the top of the key did not remedy the problem as the key could still be moved inadvertently as a result of the defectively designed ignition switch. Additionally, GM chose to ignore the millions of Vehicles it had sold and/or leased containing the defectively designed ignition switches and did nothing to address the issue in existing Vehicles.

6. GM's Field Performance Evaluation

75. In August 2011, a GM engineer was tasked with conducting a Field Performance Evaluation of a group of crashes in which airbags contained in GM's 2005-2007 model year Chevrolet Cobalts and a 2007 Pontiac G5 failed to deploy during a frontal impact.

76. The engineer studied a cross-section of steering columns and ignition switches from various Vehicles with model years ranging from 2003-2010. The engineer concluded that the majority of the ignition switches tested exhibited torque performance below the level specified by GM for the ignition switch. Still, nothing was reported to the public.

77. Shortly thereafter, GM retained an outside engineer to conduct a comprehensive ignition switch survey assessment. The engineer found that the ignition switches that had been installed in early model Cobalts did not meet GM's torque specifications.

78. It was not until February 13, 2014 – more than 10 years after GM had discovered the dangerous defect – that it issued its first safety recall calling for dealers to replace the defective ignition switches.

79. GM stated in the NHTSA Letter that GM was aware of at least 23 frontal-impact crashes involving 2005-2007 Chevrolet Cobalts and 2007 Pontiac G5s in which the defective ignition switches may have caused or contributed to the airbag failure.

80. Despite this knowledge, GM did nothing to protect its consumers or even inform them of the dangerous defect and the associated risk of steering or braking malfunction or airbag non-deployment for over 10 years.

7. GM's OnStar System Provided Data in Real Time Showing Ignition System Defects

81. GM also had actual knowledge of the dangerous ignition switch defect by way of its OnStar System, which wirelessly communicates highly detailed performance information from every GM vehicle equipped with the OnStar System. Regardless of whether that vehicle's owner chooses to subscribe to the OnStar service, the OnStar System components installed in the vehicle maintain a constant communications link with GM to feed this data in real time.

82. More specifically, the "OnStar Enterprise Component Implementation/Integration View" is a software design specification that details the functionality of the OnStar System that was used to program the OnStar Systems installed in GM's vehicles. According to this design specification, the OnStar System has a "Vehicle Inquiry Service" component that constantly monitors the performance and functional capability of critical and non-critical systems throughout the vehicle. The ignition system is considered a critical system in the vehicles, and is accordingly constantly monitored by the OnStar "Vehicle Inquiry

86. Despite its knowledge of the dangerous and defective ignition switches installed in the Vehicles, GM chose to ignore its legal obligation to report this dangerous defect to the NHTSA and took no action to address the problem. Even worse, GM continued to manufacture and sell Vehicles containing the dangerous and defective ignition switches and did not inform unsuspecting consumers of the risks.

87. In fact, Clarence Ditlow, the Executive Director of the Center for Auto Safety, stated that “GM bears complete responsibility for failing to recall these vehicles by 2005, when it knew what the defect was and how to fix it”

F. Despite Its Knowledge of the Dangerous Design Defect, GM Touted the Vehicles as Safe and Reliable

88. In order to increase sales and drive profits, GM repeatedly touted the safety and reliability of its Vehicles.

89. In fact, on July 6, 2011, while GM possessed knowledge of the dangerous design defect, its website stated: “Quality and safety are at the top of the agenda at GM,” and “[U]nderstanding what you want and need from your vehicle helps GM proactively design and test features that help keep you safe and enjoy the drive. Our engineers thoroughly test our vehicles for durability, comfort and noise minimization before you think about them. The same quality process ensures our safety technology performs when you need it.”

90. Currently, GM’s website states: “Leading the way is our seasoned leadership team who set high standards for our company so that we can give you the best cars and trucks. This means that we are committed to delivering vehicles with compelling designs, flawless quality and reliability, and leading safety, fuel economy and infotainment features.”

91. The website continues: “Safety and Quality First: Safety will always be a priority at GM. We continue to emphasize our safety-first culture in our facilities, and as we grow our

business in new markets. Our safety philosophy is at the heart of the development of each vehicle. In addition to safety, delivering the highest quality vehicles is a major cornerstone of our promise to our customers. That is why our vehicles go through extreme testing procedures in the lab, on the road and in our production facilities prior to being offered to customers.”

92. Even now that GM has recalled over two million Vehicles containing the dangerous design defect, GM continues to tout the Vehicles as safe to drive despite its knowledge of the many accidents and even deaths that have occurred as a result of the defective design. Yet, according to CEO May Barra, “We are taking no chances with safety.”

G. GM’s Too Little, Too Late Approach to Address the Dangerous Defect

93. For over 10 years, GM knew that the Vehicles contained a dangerous design defect but did nothing to address the issue – leaving its consumers to bear the risks. Despite possessing knowledge of at least 23 crashes and 12 fatalities as a result of the dangerous ignition switches, GM did not issue a safety recall until 2014.

94. It was not until February 7, 2014 that GM for the first time informed the NHTSA that it had determined that a defect existed in certain Vehicles, despite having discovered that defect more than a decade earlier. GM announced its initial recall for the first time on February 13, 2014. That recall applied to 619,122 vehicles.

95. However, at the time GM issues its initial recall, it knew that the defectively designed ignition switch was installed in many more of its Vehicles but failed to recall those additional defective Vehicles.

96. Two weeks later, GM expanded the recall to include an additional 748,024 Vehicles. Once again, GM knew that still other Vehicles contained the dangerous and defectively designed ignition switch but took no action as to those other Vehicles.

97. Then, on March 28, 2014, GM once again expanded the recall to cover an additional 824,000 Vehicles that could contain the design defect. In total, GM has now recalled 2.6 million Vehicles.

98. Prior to issuing the recall, GM concealed the defect and never once informed consumers about the defect or the potential for steering, braking, and/or airbag failure that could result. In fact, GM failed to communicate at all with consumers about the issue unless the consumer brought the Vehicle to a dealership with a related complaint. Thus, for more than 10 years after discovering the design defect, GM did nothing to protect or inform consumers of the risks.

99. Meanwhile, in at least 12 instances, GM bought back Cobalts from customers who reported frequent incidents of stalling that dealers could not fix. However, up until the recall, GM did nothing to address the issue for the remaining Vehicle owners or to inform the public of the dangerous risks associated with the design defect.

100. Additionally, despite knowledge of the dangers that could result from driving a Vehicle containing the defect, GM continues to maintain that the Vehicles are safe to drive until the ignition switches are replaced. In fact, a company representative has stated: “People have been driving them all along,” and “[t]here should be no issues with driving the [V]ehicles.” This is almost the same message given to consumers in the December 2005 Service Bulletin and continues to minimize the dangers associated with the design defect.

101. However, GM knows that the design defect makes the Vehicles unsafe to drive as there is a risk that engine failure could cause the steering and braking systems to fail, and the airbags not to deploy in the case of a crash. The recall issued by GM is insufficient and does not provide an adequate remedy to owners and lessees of the Vehicles.

110. Plaintiffs and any other reasonable consumer would not have purchased or leased the Vehicles had they known of the ignition switch defect.

SUCCESSOR LIABILITY

111. GM expressly assumed certain obligations under, *inter alia*, the TREAD ACT and is liable for its non-disclosure of the ignition switch defects from the date of its formation on July 10, 2009.

112. Among the liabilities and obligations expressly retained by GM after the Old GM's bankruptcy:

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

113. Further, GM expressly assumed

all Liabilities arising under express written warranties of [Old GM] that are specifically identified as warranties and delivered in connection with the sale of new, certified used or pre-owned vehicles or new or remanufactured motor vehicle parts and equipment (including service parts, accessories, engines and transmissions) manufactured or sold by [Old GM] or Purchaser prior to or after the Closing and (B) all obligations under Lemon Laws.

114. Because GM acquired and operated Old GM and ran it as a continuing business enterprise, and because GM was aware from its inception of the Vehicles' ignition switch defects, GM is liable through successor liability for the deceptive and unfair acts and omissions of Old GM, as alleged herein.

CLASS ACTION ALLEGATIONS

115. Plaintiffs bring this action as a class action pursuant to Federal Rule of Civil Procedure 23(a) and 23(b) on behalf of themselves and all others similarly situated as members of the following Class:

All persons in the United States who formerly or currently own or lease one or more of the following Vehicles: 2003-2007 Saturn Ion; 2005-2010 Chevrolet Cobalt; 2007-2010 Pontiac G5; 2006-2011 Chevrolet HHR; 2006 -2010 Pontiac Solstice; and 2007-2010 Saturn Sky. This list may be supplemented to include additional GM Vehicles that contain defective ignition switches.

116. Alternatively, Plaintiffs seek to represent a subclass of all Illinois residents who formerly or currently own or lease a Vehicle (the “Illinois Subclass”).

117. Specifically excluded from the proposed Class are the Defendants, their officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint venturers, or entities controlled by the Defendants, and their heirs, successors, assigns, or other persons or entities related to or affiliated with the Defendants and/or their officers and/or directors, or any of them; the Judge assigned to this action, and any member of the Judge’s immediate family.

118. **Numerosity.** The members of the Class are so numerous that their individual joinder is impracticable. Plaintiffs are informed and believe, and on that basis allege, that the proposed Class contains many hundreds of thousands of members. The precise number of Class members is unknown to Plaintiffs. The true number of Class members is known by the Defendants, however, and thus, may be notified of the pendency of this action by first class mail, electronic mail, and by published notice.

119. **Existence and Predominance of Common Questions of Law and Fact.** Common questions of law and fact exist as to all members of the Class and predominate over any questions affecting only individual Class members. These common legal and factual questions include, but are not limited to, the following:

- (a) Whether Defendants engaged in the conduct alleged herein;
- (b) Whether Defendants’ alleged conduct violates applicable law;

(c) Whether Defendants were negligent in the design, manufacturing, and distribution of the Vehicles;

(d) Whether Defendants designed, advertised, marketed, distributed, leased, sold, or otherwise placed defectively designed Vehicles into the stream of commerce in the United States;

(e) Whether Defendants misled Class members about the safety and quality of the Vehicles;

(f) Whether Defendants actively concealed the design defects contained in the Vehicles;

(g) Whether Defendants' misrepresentations and omissions regarding the safety and quality of the Vehicles were likely to deceive Class members in violation of the consumer protection statutes alleged herein;

(h) Whether Class members overpaid for their Vehicles as a result of the defects alleged herein;

(i) Whether Class members are entitled to damages.

120. **Typicality.** Plaintiffs' claims are typical of the claims of the members of the Class in that the Defendants manufactured, sold, warranted, and marketed defectively designed Vehicles to Plaintiffs, like all other members of the Class.

121. **Adequacy of Representation.** Plaintiffs will fairly and adequately protect the interests of the members of the Class. Plaintiffs have retained counsel highly experienced in complex consumer class action litigation, and Plaintiffs intend to prosecute this action vigorously. Plaintiffs have no adverse or antagonistic interests to those of the Class.

122. **Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of this controversy. The damages or other financial detriment suffered by individual Class members is relatively small compared to the burden and expense that would be entailed by individual litigation of their claims against the Defendants. It would thus be virtually impossible for the Class, on an individual basis, to obtain effective redress for the wrongs done to them. Furthermore, even if Class members could afford such individualized litigation, the court system could not. Individualized litigation would create the danger of inconsistent or contradictory judgments arising from the same set of facts. Individualized litigation would also increase the delay and expense to all parties and the court system from the issues raised by this action. By contrast, the class action device provides the benefits of adjudication of these issues in a single proceeding, economies of scale, and comprehensive supervision by a single court, and presents no unusual management difficulties under the circumstances here.

123. In the alternative, the Class may be also certified because:

(a) the prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudication with respect to individual Class members that would establish incompatible standards of conduct for the Defendants;

(b) the prosecution of separate actions by individual Class members would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of other Class members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and/or

(c) Defendants have acted or refused to act on grounds generally applicable to the Class thereby making appropriate final declaratory and/or injunctive relief with respect to the members of the Class as a whole.

124. The claims asserted herein are applicable to all consumers throughout the United States who purchased the Vehicles.

125. Adequate notice can be given to Class members directly using information maintained in Defendants' records or through notice by publication.

126. Damages may be calculated from the claims data maintained in Defendants' records, so that the cost of administering a recovery for the Class can be minimized. However, the precise amount of damages available to Plaintiffs and the other members of the Class is not a barrier to class certification.

COUNT I

Fraud by Concealment Asserted on Behalf of the Class Against Defendants

127. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

128. As set forth above, Defendants concealed and/or suppressed material facts concerning the safety, quality, dependability and reliability of the Vehicles and ignition switches.

129. Defendants had a duty to disclose these safety, quality, dependability and reliability issues because they consistently marketed the Vehicles as safe and proclaimed that safety is one of their highest corporate priorities. Once Defendants made representations to the public about safety, quality, dependability and reliability, Defendants were under a duty to disclose these omitted facts, because where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated.

transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. For Class members who want to rescind the purchase, they are entitled to restitution and consequential damages.

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

COUNT II

Violations of the Michigan Consumer Protection Act (Mich. Comp. L. Ann. §44901, *et seq.*) Asserted on Behalf of the Class Against Defendants

136. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

137. At all times relevant to this suit, Defendants were conducting trade or commerce as defined under Michigan Compiled Laws ("MCL") 445.902(1)(g), which is also known as the Michigan Consumer Protection Act ("MCPA").

138. At all relevant times hereto, Defendants were "persons" engaged in "trade or commerce" within the meaning of the MCPA § 445.902(1)(d).

139. The MCPA holds unlawful "[u]nfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce." M.C.L.A § 445.902(1).

140. A party to a transaction covered under the MCPA must provide the other party the promised benefits of the transaction.

141. The practices of Defendants violate the MCPA for, *inter alia*, one or more of the following reasons:

(a) Defendants represented that the Vehicles had approval, characteristics, uses, and benefits that they do not have;

(b) Defendants provided, disseminated, marketed, and otherwise distributed uniform false and misleading advertisements, technical data, and other information to consumers regarding the safety, reliability, performance, quality, and nature of the Vehicles;

(c) Defendants represented that the Vehicles were of a particular standard, quality, or grade, when they were of another;

(d) Defendants engaged in unconscionable commercial practices in failing to reveal material facts and information about the Vehicles, which misled Plaintiffs and the Class;

(e) Defendants failed to reveal facts about the ignition switch defect that were material to the transaction and which they intended that Plaintiffs and members of the Class would rely on.

142. Defendants committed these and other unfair and deceptive acts with regard to the marketing and sale and/or lease of the Vehicles.

143. Defendants knew that the Vehicles contained a dangerous design defect.

144. Defendants concealed and/or failed to warn Plaintiffs and Class members that the Vehicles contained a dangerous design defect.

145. Such concealment and/or failure to warn constitutes an unfair, unconscionable, or deceptive act or practice within the meaning of the MCPA.

146. The unfair, unconscionable, and deceptive acts committed by Defendants caused damages to Plaintiffs and Class members.

147. Plaintiffs and members of the Class are entitled to compensatory damages, injunctive/equitable relief, and attorneys' fees under the MCPA.

148. The allegations made by Plaintiffs and members of the Class meet the requirements of MCL §445.911(11)(3) because GM's acts and/or practices violate MCL §445.903, have been declared unlawful by an appellate court of the state which is either officially reported or made available for public dissemination in accordance with the MCPA, and/or have been declared by a circuit court and/or the United States Supreme Court to constitute unfair or deceptive acts under the specified standards set forth by the FTC.

149. On its face, the MCPA purports to (i) deprive non-residents of bringing class (but not individual) actions under the MCPA; and (ii) allow individuals (but not class members) the ability to recover a penalty of \$250 per person if that amount is greater than their actual damages. However, any such prohibitions imposed in class actions are trumped and superseded by Rule 23 of the Federal Rules of Civil Procedure, which imposes no such restrictions.

COUNT III

**Violation of Illinois Consumer Fraud and Deceptive Business Practices Act
(815 Ill. Comp. Stat. 505/1 *et seq.*)
Asserted on Behalf of Plaintiffs and the Illinois Consumer Fraud Sub-Class**

150. Plaintiffs incorporate by reference the preceding paragraphs as though fully set forth herein.

151. Plaintiffs and the Illinois Consumer Fraud Sub-Class are "consumers" within the meaning of 815 ILL. COMP. STAT. 505/1(e).

152. Defendants are "persons" within the meaning of 815 ILL. COMP. STAT. 505/1(c).

153. At all relevant times material hereto, Defendants conducted trade and commerce in Illinois and elsewhere within the meaning of 815 ILL. COMP. STAT. 505/1(f).

154. 815 ILL. COMP. STAT. 505/2 provides in relevant part as follows:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense,

false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the “Uniform Deceptive Trade Practices Act”, approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

155. By failing to address or disclose the risk of ignition switch movement, engine shutdown, and disabled steering, braking, and/or safety airbags in the Vehicles, defects Defendants knew of for many years, Defendants engaged in unfair or deceptive acts or practices prohibited by 815 ILL. COMP. STAT. 505/2.

156. Despite their duty to disclose any safety-related defect, Defendants concealed the ignition switch defect for more than 10 years, leaving Plaintiffs and the Class driving Vehicles that are unsafe to operate.

157. Information regarding the defects, which result in substantial additional repair costs, decreased vehicle safety, and/or vehicle failure, is material to a reasonable consumer in deciding to purchase a vehicle and considering how much to pay for a vehicle.

158. A reasonable consumer with knowledge of the defective nature of the defective GM Models ignition switch would not have purchased the defective GM Models equipped with a defective ignition switch or would have paid less for them.

159. Defendants’ unfair or deceptive acts or practices were therefore likely to or had a tendency or capacity to deceive reasonable consumers about the true nature of the defective GM Models equipped with a defective ignition switch.

160. Defendants intended that Plaintiffs and the other members of the Illinois Consumer Fraud Sub-Class rely on their misrepresentations and omissions, so that Plaintiffs and

other Illinois Consumer Fraud Sub-Class Members would purchase defective GM Models equipped with a defective ignition switch.

161. Defendant's conduct was knowing and intentional and with malice, and demonstrated a complete lack of care and recklessness and was in conscious disregard for the rights of Plaintiffs and the Illinois Consumer Fraud Sub-Class.

162. The foregoing acts, omissions, and practices proximately caused Plaintiffs and other members of the Illinois Consumer Fraud Sub-Class to suffer actual damages as described herein, and these Class Members are entitled to recover such damages, together with punitive damages, equitable relief, injunctive relief, diminution of value, reasonable attorneys' fees, costs of suit, and such other relief set forth below.

COUNT IV

**Violation of the Magnuson-Moss Warranty Act
(15 U.S.C. §2301, *et seq.*)
Asserted on Behalf of the Class Against Defendants**

163. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

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

165. Plaintiffs and the Class are "consumers" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. §2301(3).

166. GM is a "supplier" and "warrantor" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. §2301(4)-(5).

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

168. 15 U.S.C. §2310(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written or implied warranty.

169. GM's express warranties are written warranties within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. §2301(6). The Vehicles' implied warranties are covered under 15 U.S.C. §2301(7).

170. GM breached these express and implied warranties as described in more detail above, because the Vehicles do not perform as GM represented or were not fit for their intended use; GM did not repair the Vehicles' materials and workmanship defects; GM provided Vehicles in a non-merchantable condition, which present an unreasonable risk of danger and bodily harm as a result of the defectively designed ignition switches not fit for the ordinary purpose for which vehicles are used; GM provided Vehicles that were not fully operational, safe, or reliable; and GM failed to cure defects and nonconformities once they were identified.

171. Plaintiffs and Class members have had sufficient direct dealings with either GM or its agents (dealerships) to establish privity of contract between Plaintiffs and the Class members. Notwithstanding this, privity is not required in this case because Plaintiffs and Class members are intended third-party beneficiaries of contracts between GM and its dealers; specifically, they are the intended beneficiaries of GM's implied warranties. The dealers were not intended to be the ultimate consumers of the Vehicles and have no rights under the warranty agreements provided with the Vehicles; the warranty agreements were designed for and intended to benefit the ultimate consumers only. Finally, privity is also not required because Plaintiffs' and Class members' Vehicles are dangerous instrumentalities due to the aforementioned defects and nonconformities.

172. The amount in controversy of Plaintiffs' individual claims meets or exceeds the sum of \$25. The amount in controversy of this action exceeds the sum of \$50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

173. Resorting to any informal dispute settlement procedure and/or affording GM another opportunity to cure these breaches of warranties is unnecessary and/or futile. Any remedies available through any informal dispute settlement procedure would be inadequate under the circumstances, as GM has failed to remedy the problems associated with the Vehicles, and, as such, have indicated they have no desire to participate in such a process at this time. Any requirement – whether under the Magnuson-Moss Warranty Act or otherwise – that Plaintiffs resort to an informal dispute resolution procedure and/or afford GM a reasonable opportunity to cure its breach of warranties is excused and thereby deemed satisfied.

174. As a result of GM's breaches of warranty, Plaintiffs and the other Class members have sustained damages and other losses in an amount to be determined at trial. Plaintiffs and the other Class members are entitled to recover damages, specific performance, costs, attorneys' fees, rescission, and/or other relief as is deemed appropriate.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, pray for relief and judgment against Defendants as follows:

A. Certification of this action as a class action, appointment of Plaintiffs as the Class representatives and the undersigned counsel as Class counsel;

B. An order declaring the actions complained of herein to be in violation of the statutory law set forth above, including a preliminary injunction enjoining Defendants from further acts in violation of the claims set forth above, pending the outcome of this action;

C. An order requiring Defendants to notify Class members about the inaccuracies and to provide correct information to the Class;

D. An award of compensatory damages, statutory damages, and all other forms of monetary and non-monetary relief recoverable under state law;

- E. An award of pre-judgment and post-judgment interest;
- F. An award of injunctive relief;
- G. An award of costs, including, but not limited to, discretionary costs, expert fees,
- H. attorneys' fees and expenses incurred in prosecuting this case; and
- I. Grant such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiffs, on behalf of themselves and all others similarly situated, hereby demands a jury trial on all issues so triable.

Dated: April 30, 2014

Respectfully Submitted,

By: /s/ D. Todd Mathews
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Attorneys for Plaintiffs

Exhibit B

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION

LARRY BENDER,

Plaintiff

v.

GENERAL MOTORS, LLC,
Defendant.

Court File No. 1:14-cv-134

CIVIL COMPLAINT – CLASS ACTION COMPLAINT

Plaintiff Larry Bender, by and through Plaintiff’s attorneys JONES WARD PLC, upon information and belief and at all times hereinafter mentioned, on behalf of himself and all others similarly situated, alleges as follows:

INTRODUCTION AND SUMMARY OF ACTION

1. This case involves Defendant’s conscious decision to overlook, and in fact conceal, a deadly design defect in vehicle ignition switches in millions of GM vehicles placed on the road since 2003.

2. In making the decision to cover up the ignition switch defect for at least a decade, Defendant consciously put millions of Americans’ lives at risk. Defendant knowingly placed on public streets more than one million defective vehicles with the propensity to shut down during normal driving conditions, creating a certainty of accidents, bodily harm, and death.

3. An auto manufacturer should never make profits more important than safety and should never conceal defects that exist in its vehicles from consumers or the public. Defendant’s Vehicle Safety Chief, Jeff Boyer has stated that: “Nothing is more important than the safety of our customers in the vehicles they drive.” Yet Defendant failed to live up to this commitment.

4. The first priority of an auto manufacturer should be to ensure that its vehicles are safe, and particularly that its vehicles have operable ignition systems, airbags, power-steering, power brakes, and other safety features that can prevent or minimize the threat of death or serious bodily harm in a collision. In addition, an auto manufacturer must take all reasonable steps to ensure that, once a vehicle is running, it operates safely, and its critical safety systems (such as engine control, braking, and airbag systems) work properly until such time as the driver shuts the vehicle down. Moreover, an auto manufacturer that is aware of dangerous design defects that cause its vehicles to shut down during operation, or the vehicles' airbags not to deploy, must promptly disclose and remedy such defects.

5. Since at least 2003, Defendant has sold millions of vehicles throughout the United States and worldwide that have a safety defect causing the vehicle's ignition switch to inadvertently move from the "run" position to the "accessory" or "off" position during ordinary driving conditions, resulting in a loss of power, vehicle speed control, and braking, as well as a failure of the vehicle's airbags to deploy.

6. There are at least two main reasons why the GM ignition switch systems are defective. The first is that the ignition switch is simply weak and therefore does not hold the key in place in the "run position." On information and belief, the ignition switch weakness is due to a defective part known as a "detent plunger."

7. The second reason that the ignition switch systems are defective is due to the low position of the switches in the defective vehicles. That causes the keys, and the fobs that hang off the keys, to hang so low in the defective vehicles that the drivers' knees can easily bump them and inadvertently shut down the vehicle.

8. Defendant installed these faulty ignition switch systems in models from at least 2003 through at least 2011. Defendant promised that these vehicles would operate safely and reliably. This promise turned out to be false in several material respects. In reality, Defendant concealed and did not fix a serious quality and safety problem plaguing its vehicles.

9. Worse yet, the ignition switch defects in Defendant's vehicles could have been

easily avoided.

10. From at least 2005 to the present, Defendant received reports of crashes and injuries that put Defendant on notice of the serious safety issues presented by its ignition switch system.

11. Yet, despite the dangerous nature of this defect and its effects on critical safety systems, Defendant concealed its existence and failed to remedy the problem.

12. Despite notice of the defect in its vehicles, Defendant did not disclose to consumers that its vehicles – which Defendant had advertised as “safe” and “reliable” for years – were in fact neither safe nor reliable.

13. Defendant’s CEO, Mary Barra, has admitted in a video message that “[s]omething went wrong with our process in this instance, and terrible things happened.”

14. This case arises from Defendant’s breach of its obligations and duties, including Defendant’s failure to disclose that, as a result of defective ignition switches, at least 2.59 million GM vehicles (and almost certainly more) may have the propensity to shut down during normal driving conditions and create an extreme and unreasonable risk of accident, serious bodily harm, and death.

15. GM’s predecessor, General Motors Corporation (“Old GM”) (sometimes, together with GM, “the Companies”) also violated these obligations and duties by designing and marketing vehicles with defective ignition switch systems, and then by failing to disclose that defect even after it became aware that the ignition switch defect was causing fatal accidents. In addition to the liability arising out of the statutory obligations assumed by GM, GM also has successor liability for the deceptive and unfair acts and omissions of Old GM because GM has continued the business enterprise of Old GM with full knowledge of the ignition switch defects.

16. The defective ignition switches were manufactured by Delphi Automotive PLC (“Delphi”). Once a subsidiary of Old GM, Delphi spun off from Old GM in 1999, and became an independent publicly held corporation.

17. Plaintiff alleges, based on information and belief, that Delphi knew its ignition switches were defective. Nevertheless, Delphi continued to manufacture and sell the defective ignition switch systems, which it knew would be used in the vehicles of Plaintiff and the Class.

18. Plaintiff's investigation, including a review of NHTSA's complaint database, suggests that Defendant's recall does not capture all of the defective vehicles which suffer from the same or substantially similar ignition switch defects as the recalled vehicles. Plaintiff thereupon believes and alleges that the following non-recalled GM vehicles also have defective ignition switch systems: the 2005 Chevrolet Equinox, the 2006 Chevrolet Trailblazer, and the 2006 Chevrolet Monte Carlo.

19. Plaintiff brings this action for a Class of all persons in Indiana and/or the United States who formerly or currently own or lease one or more of the following GM vehicles: (a) (The recalled vehicles): 2003-2010 Saturn Ion; 2005-2010 Chevrolet Cobalt; 2007-2010 Pontiac G5; 2006-2011 Chevrolet HHR; 2006-2010 Pontiac Solstice; and 2007-2010 Saturn Sky; and (b) (Non-recalled vehicles): the 2005 Chevrolet Equinox, the 2006 Chevrolet Trailblazer, and the 2006 Chevrolet Monte Carlo (collectively, "Defective Vehicles").

20. To the extent warranted by the developing facts, Plaintiff will further supplement the list of Defective Vehicles to include additional GM vehicles that have defective ignition switch systems, which result in a loss of vehicle speed control, loss of braking control, and airbag non-deployment.

21. The Defective Vehicles are defective and dangerous for multiple reasons, including the following (collectively, the "ignition switch defects"):

- a. Due to their weaknesses and their low placement, the ignition switches can inadvertently shut off the engine and vehicle electrical system during normal driving conditions;
- b. When the engine and the electrical system shut down, the power steering and power brakes also shut down, creating a serious risk of accident; and
- c. When the electrical system shuts down, the vehicle's airbags are

disabled, creating a serious risk of serious bodily harm or death if an accident occurs.

22. The ignition switch defects make the Defective Vehicles unreasonably dangerous. Because of the defects, the Defective Vehicles are likely to be involved in accidents and, if accidents occur, there is an unreasonable and extreme risk of serious bodily harm or death to the vehicle's occupants and others in the vicinity.

23. Defendant admits to at least 13 deaths as a result of the ignition switch defects, but the actual number is believed to be much higher.

24. The ignition switch defects present a significant and unreasonable safety risk exposing Defective Vehicle owners, their passengers and others in the vicinity to a risk of serious injury or death.

25. For many years, Defendant has known of the ignition switch defects that exist in millions of Defective Vehicles sold in the United States. However, to protect its profits and maximize sales, Defendant concealed the defects and their tragic consequences and allowed unsuspecting vehicle owners to continue driving highly dangerous vehicles.

26. Under the Transportation Recall Enhancement, Accountability and Documentation Act ("TREAD Act"), 49 U.S.C. §§ 30101-30170, and its accompanying regulations, when a manufacturer learns that a vehicle contains a safety defect, the manufacturer must promptly disclose the defect. 49 U.S.C. §§ 30118(c)(1) & (2). If it is determined that the vehicle is defective, the manufacturer must notify vehicle owners, purchasers, and dealers of the defect and must remedy the defect. 49 U.S.C. §§ 30118(b)(2)(A) & (B). Defendant also violated the TREAD Act by failing to timely inform NHTSA of the ignition switch defects and allowed cars to remain on the road with these defects. These same acts and omissions also violated various state consumer protection laws as detailed below.

27. Plaintiff and the Class have been damaged by Defendant's misrepresentations, concealment, and non-disclosure of the ignition switch defects in the Defective Vehicles, as they are now holding highly dangerous vehicles whose value has greatly diminished because of

Defendant's failure to timely disclose the serious defect.

28. Plaintiff and the Class were also damaged by the acts and omissions of Old GM for which GM is liable through successor liability because the Defective Vehicles they purchased are worth less than they would have been without the ignition switch defects.

29. Plaintiff and the Class either paid more for the Defective Vehicles than they would have had they known of the ignition switch defects, or they would not have purchased the Defective Vehicles at all had they known of the defects.

30. Plaintiff brings claims against Defendant individually and on behalf of a class of all other similarly situated purchasers of the Products for violations of Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3 *et seq.*, breach of express warranty, breach of implied warranty of merchantability, breach of contract and common law warranty, or, in the alternative, unjust enrichment, product liability (design defect), violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* ("MMWA"), fraudulent concealment, violations of the Michigan Consumer Protection Act (the "MCPA"), Mich. Comp. L. Ann. § 445.901, *et seq.*, and violations of other state statutes prohibiting unfair and deceptive acts and practices.

JURISDICTION AND VENUE

31. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2), because the proposed class has more than 100 members, the class contains at least one member of diverse citizenship from Defendant, and the amount in controversy exceeds \$5 million.

32. The Court has personal jurisdiction over Defendant because Defendant is authorized to, and conducts substantial business in Indiana, generally, and this District, specifically. Defendant has marketed, promoted, distributed, and sold the Defective Vehicles in Indiana.

33. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2), because a substantial part of the events and omissions giving rise to this action occurred in this District as the Defect in Plaintiff's vehicle manifested itself within this District.

34. To the extent there is any contractual or other impediment to pursuit of these claims on a class action basis, Plaintiff specifically alleges, and will prove, if necessary, that any bar to class action proceedings is unconscionable, unfair and against public policy.

PARTIES

35. Plaintiff Larry Bender (“Bender”) is a citizen of the state of Indiana, residing in the city of Fort Wayne. Plaintiff purchased a 2007 Chevrolet Cobalt (“the Cobalt”). Plaintiff chose the 2007 Cobalt, in part, because he wanted a safely designed and manufactured vehicle. Plaintiff saw advertisements for Old GM vehicles before he purchased the Cobalt. Plaintiff recalls that safety and quality were consistent themes in the advertisements he saw. These representations about safety and quality influenced Plaintiff’s decision to purchase the Cobalt. Plaintiff experienced the ignition switch defect described by the GM recall. Plaintiff did not learn of the ignition switch defects until around March 2014. Had Old GM and/or Defendant disclosed the ignition switch defects, Plaintiff would not have purchased the Cobalt and would not have retained the vehicle once the defect was announced.

36. Defendant General Motors is a Delaware limited liability company with its principal place of business located at 300 Renaissance Center, Detroit, Michigan, 48265. Defendant was incorporated in 2009 and on July 10, 2009, acquired substantially all assets and assumed certain liabilities of General Motors Corporation (“Old GM”) through a Section 363 sale under Chapter 11 of the US Bankruptcy Code. Defendant manufactures and distributes the Defective Vehicles from its Michigan manufacturing plants to consumers in Indiana and throughout the United States.

37. Among the liabilities and obligations expressly retained by Defendant after the bankruptcy are the following:

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

38. Defendant also expressly assumed:

all Liabilities arising under express written warranties of [Old GM] that are specifically identified as warranties and delivered in connection with the sale of new, certified used or pre-owned vehicles or new or remanufactured motor vehicle parts and equipment (including service parts, accessories, engines and transmissions) manufactured or sold by [Old GM] or Purchaser prior to or after the Closing and (B) all obligations under Lemon Laws.

39. Because Defendant acquired and operated Old GM and ran it as a continuing business enterprise, and because Defendant was aware from its inception of the ignition switch defects in the Defective Vehicles, Defendant is liable through successor liability for the deceptive and unfair acts and omissions of Old GM, as alleged in this Complaint.

THE IGNITION SWITCH DEFECTS IN THE DEFECTIVE VEHICLES

40. Given the importance that a vehicle and its electrical operating systems remain operational during ordinary driving conditions, it is imperative that an auto manufacturer ensures its vehicles remain operational from the time the driver starts the vehicle until the driver intentionally shuts down the vehicle. With respect to the Defective Vehicles, GM has failed to do so.

41. In the Defective Vehicles, the ignition switch defects can cause the vehicle's engine and electrical system to shut off, disabling the power steering and power brakes and causing non-deployment of the vehicle's airbags in the event of an accident.

42. The ignition switch systems in the Defective Vehicles are defective in at least two major respects. The first is that the switches are simply weak because of a faulty "detent plunger"; the switch can inadvertently move from the "run" to the "accessory" or "off" position. The second defect is that, due to the low position of the ignition switch, the driver's knee can easily bump the key (or the hanging fob below the key), and cause the switch to inadvertently move from the "run" to the "accessory" or "off" position.

43. The Defective Vehicles are, therefore, unreasonably prone to be involved in accidents, and those accidents are unreasonably likely to result in serious bodily harm or death to

the drivers and passengers of the Defective Vehicles, as well as to other vehicle operators and pedestrians.

**DEFENDANT KNEW OF THE IGNITION SWITCH DEFECTS FOR YEARS, BUT
CONCEALED THE DEFECTS FROM PLAINTIFF AND THE CLASS**

44. Alarming, both Old GM and GM knew of the deadly ignition switch defects and their dangerous consequences for many years, but concealed their knowledge from Defective Vehicle owners.

45. For example, on July 29, 2005, Amber Marie Rose, age 16, died after her 2005 Chevrolet Cobalt crashed and the airbag failed to deploy. Ms. Rose's death is the first known of the hundreds of deaths and injuries attributable to the ignition switch defects. Ms. Rose's death was an early warning in what would become a decade-long failure by Old GM and GM to address the ignition switch problem.

46. Another incident involved 16-year old Megan Phillips. Ms. Phillips was driving a 2005 Chevrolet Cobalt that crashed in Wisconsin in 2006, killing two of her teenage friends when the car left the road and hit a clump of trees. NHTSA investigators found that the key had moved from the "run" to the "accessory" position, turning off the engine and disabling the vehicle's airbags before impact. According to Ms. Phillips, the families of her deceased friends blamed her and refused to speak with her; only after the recall was finally announced did they begin communicating. As he stated, "I don't understand why [GM] would wait 10 years to say something. And I want to understand it but I never will."¹

47. Rather than publicly admitting the dangerous safety defects in the Defective Vehicles, the Companies attempted to attribute these and other incidents to "driver error." Every year from 2005 to 2012, first Old GM and then GM received reports of deaths in Cobalts involving steering and/or airbag failures, including:

¹ "Owners of Recalled GM Cars Feel Angry, Vindicated," REUTERS (Mar. 17, 2014).

- 2005: 26 Cobalt Death and Injury Incidents, including 1 death citing Airbag as component involved.
- 2006: 69 Cobalt Death and Injury Incidents, including 2 deaths citing Airbag as component involved and 4 deaths citing Unknown component.
- 2007: 87 Cobalt Death and Injury Incidents, including 3 deaths citing Airbag as component involved.
- 2008: 106 Cobalt Death and Injury Incidents, including 1 death citing Airbag as component involved and 2 deaths citing Unknown component.
- 2009: 133 Cobalt Death and Injury Incidents, including 1 death citing Airbag as component involved, 1 death citing Service Brake as component involved, 1 death citing Steering as component involved, and 2 deaths citing Unknown component.
- 2010: 400 Cobalt Death and Injury Incidents, including 2 deaths citing Airbag as component involved, 12 deaths citing Steering as component involved, and 1 death citing Unknown component.
- 2011: 187 Cobalt Death and Injury Incidents, including 2 deaths citing Airbag as component involved, 2 deaths citing Steering as component involved, and 1 citing Unknown component.
- 2012: 157 Cobalt Death and Injury Incidents, including 5 deaths citing Airbag as component involved, and 4 deaths citing Steering as component involved.

48. GM now admits that Old GM learned of the ignition switch defects as early as 2001. During the pre-production development of the Saturn Ion, Old GM engineers learned that the ignition could inadvertently move from the “Run” position to the “Accessory” or “Off” position. Old GM claimed that a switch design change “had resolved the problem.”²

49. In 2003, an internal report documented an instance in which the service technician observed a stall while driving. The service technician noted that the weight of several keys on

² “G.M. Reveals It Was Told of Ignition Defect in ‘01,” D. Ivory, NEW YORK TIMES (Mar. 12, 2014).

the key ring had worn out the ignition switch. The switch was replaced and the matter was closed.³

50. According to GM's latest chronology submitted to NHTSA pursuant to 49 C.F.R. § 573.6, Old GM engineers encountered the problem again in 2004 during test drives of the Chevy Cobalt, before it went to market.

51. Old GM opened an engineering inquiry, known as a "Problem Resolution Tracking System inquiry" ("PRTS"), to investigate the issue. According to the chronology provided to NHTSA by GM, engineers pinpointed the problem and were "able to replicate this phenomenon during test drives."

52. According to GM, the PRTS engineers "believed that low key cylinder torque effort was an issue and considered a number of potential solutions." But after considering cost and the amount of time it would take to develop a fix, Old GM did nothing.

53. Gary Altman, program engineering manager for the 2005 Cobalt, admitted that Old GM's engineering managers knew about ignition-switch problems in the vehicle that could disable power steering, power brakes and airbags, but launched the vehicle anyway because they believed that the vehicles could be safely coasted off the road after a stall. Altman insisted that "the [Cobalt] was maneuverable and controllable" with the power steering and power brakes inoperable, though he did not attempt to explain why the vehicle would not require an operable airbag. Needless to say, hapless Cobalt purchasers were not informed of Old GM's decision to release the vehicle notwithstanding its knowledge of the ignition switch defect.

54. As soon as the 2005 Cobalt hit the market, Old GM almost immediately started getting complaints about sudden loss of power incidents, "including instances in which the key moved out of the 'run' position when a driver inadvertently contacted the key or steering column."⁴ Old GM opened additional PRTS inquiries.

³ *Id.*

⁴ March 11, 2014, Chronology Re: Recall of 2006 Chevron HHR and Pontiac Solstice, 2003-2007 Saturn Ion, and 2007 Saturn Sky Vehicles, at 1.

55. In another PRTS opened in May 2005, Old GM engineers again assessed the problem and proposed that GM re-design the key head from a “slotted” to a “hole” configuration, in order to make the key and key fob hang higher in the vehicle and therefore make it less likely that a driver’s knee would inadvertently shut down the vehicle. After initially approving the proposed partial fix, Old GM reversed course and again declined to even attempt to implement a fix.⁵

56. Instead, in October 2005, Old GM simply issued a Technical Service Bulletin (“TSB”) advising service technicians and GM dealers that the inadvertent turning of the key cylinder was causing the loss of power in the vehicles’ electrical system.

57. Rather than disclosing the true nature of the defects and correcting them, under the TSB, Old GM gave customers who brought in their vehicle complaining about the issue “an insert for the key ring so that it goes from a ‘slot’ design to a hole design” to prevent the key and fob from moving up and down in the slot. “[T]he previous key ring” was “replaced with a smaller” one; this change was supposedly able to keep the keys from hanging as low as they had in the past.⁶ According to GM’s records, Old GM dealers provided key inserts to 474 customers who brought their vehicles into dealers for service.⁷

58. Yet there was no recall. And, not surprisingly, Old GM continued to get complaints.

59. In 2006, Old GM approved a design change for the Cobalt’s ignition switch supplied by Delphi. The new design included “the use of a new detent plunger and spring that increased torque force in the ignition switch.” But the new design was not produced until the 2007 model year.⁸

60. In what a high-level engineer at Old GM now calls a “cardinal sin” and “an extraordinary violation of internal processes,” Old GM changed the part *design but kept the old*

⁵ *Id.*

⁶ *Id.* at 1-2.

⁷ *Id.* at 3.

⁸ *Id.* at 2.

part number. That makes it impossible to determine from the part number alone which GM vehicles produced after 2007 contain the defective ignition switches.

61. In 2007, NHTSA investigators met with Old GM to discuss its airbags, and informed Old GM of the July 2005 frontal and fatal crash involving Amber Marie Rose.

62. As alleged above, the airbags in Ms. Rose's 2005 Cobalt did not deploy. Data retrieved from her vehicle's diagnostic system indicated that the ignition was in the "accessory" position. Old GM investigated and tracked similar incidents.

63. By the end of 2007, by GM's own admission, Old GM knew of 10 frontal collisions in which the airbag did not deploy. Plaintiff believes that Old GM actually knew of many other similar incidents involving the ignition switch defects.

64. At a May 15, 2009 meeting, GM engineers learned that data in the black boxes of Chevrolet Cobalt vehicles showed that the dangerous ignition switch defects existed in hundreds of thousands of Defective Vehicles. But still GM did not reveal the defect to NHTSA, Plaintiff or the Class.

65. After the May 15, 2009 meeting, GM continued to get complaints of unintended shut down and continued to investigate frontal crashes in which the airbags did not deploy.

66. After the May 15, 2009 meeting, GM told the families of accident victims and Defective Vehicle owners that it did not have sufficient evidence to conclude that there was any defect in the Defective Vehicles. In one case involving the ignition switch defects, GM threatened to sue the family of an accident victim for reimbursement of its legal fees if the family did not dismiss its lawsuit. In another, GM sent the victim's family a terse letter, saying there was no basis for any claims against GM. These statements were part of GM's continuation of the campaign of deception begun by Old GM.

67. According to GM, it was not until 2011 and 2012 that GM's examinations of switches from vehicles that had experienced crashes revealed significant design differences in the torque performance of ignition switches from the 2005 Cobalt vehicles and those from the 2010 model year, the last year of the Cobalt's production.

68. GM responded by blaming the supplier for the switch design.

69. In 2014, after numerous assessments and facing increasing scrutiny of its conduct and the defects in its vehicles, GM finally announced a recall for the 2003-2007 Chevrolet Cobalt and 2005-2007 Pontiac G5 vehicles.

**DEFENDANT WAITED UNTIL 2014 TO
FINALLY ORDER A RECALL OF THE DEFECTIVE VEHICLES**

70. After analysis by GM's Field Performance Review Committee and the Executive Field Action Decision Committee ("EFADC"), the EFADC finally ordered a recall of some of the Defective Vehicles on January 31, 2014.

71. Initially, GM's EFADC ordered a recall of only the Chevrolet Cobalt and Pontiac G5 for model years 2005-2007.

72. After additional analysis, the EFADC expanded the recall on February 24, 2014, to include the Chevrolet HHR and Pontiac Solstice for model years 2006 and 2007, the Saturn Ion for model years 2003-2007, and the Saturn Sky for model year 2007.

73. Most recently, on March 28, 2014, GM expanded the recall a third time, to include Chevrolet Cobalts, Pontiac G5s and Solstices, Saturn Ions and Skys from the 2008 through 2010 model years, and Chevrolet HHRs from the 2008 through 2011 model years.

74. GM provided dealers with notice of the recalls on February 26, 2014, March 4, 2014, and March 28, 2014, and mailed letters to some of the current owners of the Defective Vehicles on March 10 and March 11, 2014.

75. To date, GM has *not* pledged to remedy the fact that the key and fob in the Defective Vehicles hang dangerously low, leading to an unreasonable risk that the driver's knee will inadvertently shut down the Defective Vehicles during ordinary driving conditions.

76. In a video message addressed to GM employees on March 17, 2014, CEO Mary Barra admitted that the Company had made mistakes and needed to change its processes.

77. According to Ms. Barra, “Something went terribly wrong in our processes in this instance, and terrible things happened.” Barra went on to promise, “[w]e will be better because of this tragic situation if we seize this opportunity.”⁹

78. GM now faces an investigation by NHTSA, hearings in both the U.S. House and Senate, and a probe by the Department of Justice.

79. While GM has now appointed a new Vehicle Safety Chief, on information and belief, at least 2.59 million potentially Defective Vehicles remain on the road to this day; and, on information and belief, other vehicles not yet acknowledged by GM also have the deadly ignition switch defects.

DEFENDANT HAS NOT RECALLED ALL THE DEFECTIVE VEHICLES

80. Plaintiff’s research, including a review of NHTSA’s complaint database, suggests that GM’s recall does not capture all of the Defective Vehicles. Plaintiff thereupon believes and alleges that the following additional non-recalled GM vehicles also have defective ignition switches: the 2005 Chevrolet Equinox, the 2006 Chevrolet Trailblazer, and the 2006 Chevrolet Monte Carlo.

81. Plaintiff owned a 2007 Chevrolet Cobalt. This make and model was included in GM’s ignition switch recall.

82. On information and belief, in marketing and advertising materials, Old GM and GM consistently promoted all their vehicles, including the Defective Vehicles, as safe and reliable.

83. For example, under a section captured “safety,” Old GM’s website for its Chevrolet brand stated in 2005:

OUR COMMITMENT

Your family’s safety is important to us. Whether it’s a short errand around town or a cross-country road trip, Chevrolet is committed to keeping you and your family safe – from the start of your journey to your destination.

⁹ “Something Went ‘Very Wrong’ at G.M., Chief Says.” N.Y. TIMES (Mar. 18, 2014).

That's why every Chevrolet is designed with a comprehensive list of safety and security features to help give you peace of mind....

84. One Cobalt ad promised, "Side curtain airbags coupled with OnStar makes every journey the safest possible to assure that you and your occupants will stay safe at all times."

85. An ad for the 2006 Solstice promises that the vehicle "[b]rings power and defines performance."

86. A 2003 television spot for the Saturn vehicle closed with the tagline "Specifically engineered for whatever is next." Another 2003 spot closed with the tagline "Saturn. People first."

87. A 2001 print ad touting the launch of the Saturn focused on safety: "Need is where you begin. In cars, it's about things like reliability, durability and, of course, safety. That's where we started when developing our new line of cars. And it wasn't until we were satisfied that we added things...."

88. Once GM came into existence, it continued to stress the safety and reliability of all its vehicles, including the Defective Vehicles.

89. For example, GM's Chevrolet brand ran television ads in 2010 showing parents bringing their newborn babies home from the hospital, with the tagline "As long as there are babies, there'll be Chevys to bring them home."

90. Another 2010 television ad informed consumers, "Chevrolet's ingenuity and integrity remain strong, exploring new areas of design and power, while continuing to make some of the safest vehicles on earth."

91. Old GM and GM made these representations to boost vehicle sales and maximize profits while knowing that the ignition switches in the Defective Vehicles were defective.

92. Throughout the relevant period, Old GM and GM possessed vastly superior knowledge and information to that of consumers – if not exclusive information – about the design and function of the ignition switches in the Defective Vehicles and the existence of the defects in those vehicles.

93. Old GM and GM never informed consumers about the ignition switch defects.

THE IGNITION SWITCH DEFECTS HAVE HARMED PLAINTIFF AND THE CLASS

94. The ignition switch defects have caused damage to Plaintiff and the Class.

95. A vehicle purchased, leased, or retained with a serious safety defect is worth less than the equivalent vehicle leased, purchased, or retained without the defect.

96. A vehicle purchased, leased, or retained under the reasonable assumption that it is safe is worth more than a vehicle known to be subject to the unreasonable risk of catastrophic accident because of the ignition switch defects.

97. Purchasers and lessees paid more for the Defective Vehicles, through a higher purchase price or higher lease payments, than they would have had the ignition switch defects been disclosed. Plaintiff and the Class overpaid for their Defective Vehicles. Because of the concealed ignition switch defects, Plaintiff did not receive the benefit of the bargain.

98. Class members who purchased new or used Defective Vehicles after the date Defendant came into existence – July 10, 2009 – overpaid for their Defective Vehicles as a direct result of Defendant’s ongoing violations of the TREAD Act and state consumer protection laws by failing to disclose the existence of the ignition switch defects.

99. Plaintiff and the Class became stuck with unsafe vehicles that are now worth less than they would have been but for the Companies’ failure to disclose and remedy the ignition switch defects. Because of the recall and the delay in parts available to fix it, Plaintiff no longer felt safe driving the Cobalt and traded it in for a lesser amount than he would have been able to get for the Cobalt had there not been a recall, and was forced to incur additional, unplanned expenses in obtaining a replacement car.

100. Defendant admits to at least 13 deaths resulting from accidents linked to the ignition switch defects in the Defective Vehicles. However, Plaintiff believes that the actual number is much higher, and that there may have been hundreds of deaths and injuries attributable to the ignition switch defects.

101. If Old GM or GM had timely disclosed the ignition switch defects as required by the MCPA, the TREAD Act, and the State consumer protection laws set forth below, all Class members' vehicles would now be worth more.

SUCCESSOR LIABILITY

102. As discussed above, GM expressly assumed certain obligations under, *inter alia*, the TREAD Act, and is liable for its non-disclosure and concealment of the ignition switch defects from the date of its formation on July 10, 2009.

103. GM also expressly assumed liability for Lemon Law claims in the Master Sale and Purchase Agreement of June 26, 2009.

104. GM has successor liability for Old GM's acts and omissions in the marketing and sale of the Defective Vehicles because it has continued the business enterprise of Old GM, for the following reasons:

- GM admits that it knew of the ignition system defects from the very date of its formation;
- GM's current CEO, Mary Barra, began working at Old GM in 1980, and in February 2008 she became Vice President of Global Manufacturing Engineering, in which position she knew or should have known of the ignition switch defects;
- GM's Rule 30(b)(6) deponent concerning complaints Old GM and GM received about ignition switch defects in the Cobalt, Victor Hakim, worked at Old GM from 1971 until the end of Old GM, and now is a "Senior Manager/Consultant" in the "field performance assessment" department, further demonstrating GM's longstanding knowledge of the ignition switch defects.
- GM has continued in the business of designing, manufacturing, and marketing vehicles, including at least some of the same vehicles as Old GM;

- GM retained the bulk of the employees of Old GM; GM acquired owned and leased real property of Old GM, including all machinery, equipment, tools, information technology, product inventory, and intellectual property;
- GM acquired the contracts, books, and records of Old GM; and
- GM acquired all goodwill and other intangible personal property of Old GM.

TOLLING OF THE STATUTES OF LIMITATION

105. All applicable statutes of limitation have been tolled by GM's knowing and active fraudulent concealment and denial of the facts alleged herein. Plaintiff and Class members did not discover, and did not know of facts that would have caused a reasonable person to suspect, that Old GM and GM did not report information within their knowledge to federal authorities (NHTSA) or consumers, nor would a reasonable and diligent investigation have disclosed that Old GM and GM had information in their possession about the existence and dangerousness of the defect and opted to conceal that information until shortly before this class action was filed.

106. Indeed, Old GM instructed its service shops to provide Defective Vehicle owners with a new key ring if they complained about unintended shut down, rather than admit what Old GM knew: that the ignition switches were dangerously defective and warranted replacement with a properly designed and built ignition system.

107. In April 2006, some eight years before the first recall of some Defective Vehicles, Old GM internally authorized a redesign of the defective ignition switch. Yet, as part of Old GM's concealment of the defect, GM redesigned the part but kept the old part number. According to one of the high-level Old GM engineers at the time, "Changing the fit, form or function of a part without making a part number change is a cardinal sin. It would have been an extraordinary violation of internal processes."¹⁰

108. Old GM and GM were, and GM remains, under a continuing duty to disclose to NHTSA, Plaintiff, and the Class the true character, quality, and nature of the Defective Vehicles;

¹⁰ "‘Cardinal sin’: Former GM engineers say quiet ‘06 redesign of faulty ignition switch was a major violation of protocol." Automotive News (Mar. 26, 2014).

that this defect is based on dangerous, inadequate, and defective design and/or substandard materials; and that it will require repair, poses a severe safety concern, and diminishes the value of the Defective Vehicles.

109. Because of the active concealment by Old GM and GM, any and all limitations periods otherwise applicable to Plaintiff's claims have been tolled and GM is estopped from relying on any statutes of limitation in their defense of this action.

CLASS ACTION ALLEGATIONS

110. Plaintiff seeks relief in his individual capacity and seeks to represent a class consisting of all others who are similarly situated. Pursuant to Fed. R. Civ. P. 23(a) and (b)(2) and/or (b)(3), Plaintiff seeks certification of a class initially defined as follows:

All persons in Indiana and the United States who formerly or currently own or lease one or more of the following GM vehicles: (a) 2003-2010 Saturn Ion; 2005-2010 Chevrolet Cobalt; 2007-2010 Pontiac G5; 2006-2011 Chevrolet HHR; 2006-2010 Pontiac Solstice; and 2007-2010; Saturn Sky; and (b) (Non-recalled vehicles): the 2005 Chevrolet Equinox, the 2006; Chevrolet Trailblazer, and the 2006 Chevrolet Monte Carlo.

111. Excluded from the Class are Defendant and its subsidiaries and affiliates, Defendant's executives, board members, legal counsel, the judges and all other court personnel to whom this case is assigned, their immediate families, and those who purchased the Product for the purpose of resale.

112. Plaintiff reserves the right to amend or modify the Class definition with greater specificity or division into subclasses after they have had an opportunity to conduct discovery.

113. Numerosity. Fed. R. Civ. P. 23(a)(1). The Class is so numerous that joinder of all members is unfeasible and not practicable. While the precise number of Class members has not been determined at this time, Plaintiff is informed and believes that many millions of consumers have purchased or leased the Defective Vehicles.

114. Commonality. Fed. R. Civ. P. 23(a)(2) and (b)(3). There are questions of law and fact common to the Class, which predominate over any questions affecting only individual Class members. These common questions of law and fact include, without limitation:

- a. Whether the Defective Vehicles suffer from ignition switch defects;
- b. Whether Defendant violated the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3;
- c. Whether Defendant violated Indiana Code § 26-1-2-313
- d. Whether Defendant was negligent;
- e. Whether Defendant fraudulently concealed the ignition switch defects;
- f. Whether Defendant is liable for a design defect;
- g. Whether Defendant violated the MMWA, 15 U.S.C. § 2301, *et seq.*;
- h. Whether Defendant violated Ind. Code § 26-1-2-314;
- i. Whether Defendant the MCPA, Mich. Comp. L. Ann. § 445.901, *et seq.*;
- j. Whether Defendant violated the other state statutes prohibiting unfair and deceptive acts and practices; and
- k. The nature of the relief, including equitable relief, to which Plaintiff and the Class members are entitled.

115. Typicality. Fed. R. Civ. P. 23(a)(3). Plaintiff's claims are typical of the claims of the Class. Plaintiff and all Class members were exposed to uniform practices and sustained injury arising out of and caused by Defendant's unlawful conduct.

116. Adequacy of Representation. Fed. R. Civ. P. 23(a)(4). Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Plaintiff's Counsel are competent and experienced in litigating class actions.

117. Superiority of Class Action. Fed. R. Civ. P. 23(b)(3). A class action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all the members of the Class is impracticable. Furthermore, the adjudication of this controversy through a class action will avoid the possibility of inconsistent and potentially

conflicting adjudication of the asserted claims. There will be no difficulty in the management of this action as a class action.

118. Injunctive and Declaratory Relief. Fed. R. Civ. P. 23(b)(2). Defendant's misrepresentations are uniform as to all members of the Class. Defendant has acted or refused to act on grounds that apply generally to the Class, so that final injunctive relief or declaratory relief is appropriate with respect to the Class as a whole.

FIRST CAUSE OF ACTION

(Violation of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3)

119. Plaintiff incorporates by reference and re-allege the preceding paragraphs.

120. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Indiana residents who formerly or currently own or lease one or more of the Defective Vehicles.

121. This cause of action is brought pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-3, *et seq.* because Defendant's actions and conduct described herein constitute transactions that have resulted in the sale or lease of goods or services to consumers.

122. Indiana's Deceptive Consumer Sales Act prohibits a person from engaging in a "deceptive trade practice," which includes representing: "(1) That such subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits that they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection it does not have; (2) That such subject of a consumer transaction is of a particular standard, quality, grade, style or model, if it is not and if the supplier knows or should reasonably know that it is not; ... (7) That the supplier has a sponsorship, approval or affiliation in such consumer transaction that the supplier does not have, and which the supplier knows or should reasonably know that the supplier does not have; ... (b) Any representations on or within a product or its packaging or in advertising or promotional materials which would constitute a deceptive act shall be the deceptive act both of the supplier who places such a representation

thereon or therein, or who authored such materials, and such suppliers who shall state orally or in writing that such representation is true if such other supplier shall know or have reason to know that such representation was false.”

123. Defendant is a person with the meaning of IND. CODE § 24-5-0.5-2(2).

124. In the course of Defendant’s business, it willfully failed to disclose and actively concealed the ignition switch defect and the lack of adequate fail-safe mechanisms in the Defective Vehicles. Accordingly, Defendant engaged in unlawful trade practices, including representing that Defective Vehicles have characteristics, uses, benefits, and qualities which they do not have; representing that Defective Vehicles are of a particular standard and quality when they are not; advertising Defective Vehicles with the intent not to sell them as advertised; and otherwise engaging in conduct likely to deceive.

125. Defendant’s actions as set forth above occurred in the conduct of trade or commerce.

126. Defendant’s conduct proximately caused injuries to Plaintiff and the Class.

127. Plaintiff and the Class were injured as a result of Defendant’s conduct in that Plaintiff overpaid for their Defective Vehicles and did not receive the benefit of the bargain, and their vehicles have suffered a diminution in value. These injuries are the direct and natural consequences of Defendant’s misrepresentations and omissions.

128. Plaintiff seeks injunctive relief and, if awarded damages under Indiana Deceptive Consumer Protection Act, treble damages pursuant to IND. CODE § 24-5-0.5-4(a)(1).

129. Defendant’s conduct is outrageous, reckless, malicious, fraudulent, and wanton in that Defendant intentionally and knowingly provided misleading information to the public, and therefore Plaintiff and the Class seek punitive damages.

SECOND CAUSE OF ACTION

(Breach of Express Warranty – Ind. Code § 26-1-2-313)

130. Plaintiff incorporates by reference and re-allege the preceding paragraphs.

131. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Indiana residents who formerly or currently own or lease one or more of the Defective Vehicles.

132. Defendant is and was at all relevant times a merchant with respect to motor vehicles.

133. In the course of selling its vehicles, Defendant expressly warranted in writing that the Vehicles were covered by a Basic Warranty.

134. Defendant breached the express warranty to repair and adjust to correct defects in materials and workmanship of any part it supplied. Defendant has not repaired or adjusted, or was not able to timely repair or adjust, the Vehicles' materials and workmanship defects.

135. In addition to this Basic Warranty, Defendant expressly warranted several attributes, characteristics and qualities.

136. These warranties are only a sampling of the numerous warranties that Defendant made relating to safety, reliability and operation of the Defective Vehicles. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promoted the benefits Defendant's cars. These warranties were made, inter alia, in advertisements, on websites, and in uniform statements provided by Defendant to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

137. These additional warranties were also breached because the Defective Vehicles were not fully operational, safe, or reliable (and remained so even after the problems were acknowledged and a recall "fix" was announced), nor did they comply with the warranties expressly made to purchasers or lessees. Defendant did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

138. Furthermore, the limited warranty of repair and/or adjustments to defective parts, fails in its essential purpose because the contractual remedy is insufficient to make the

Plaintiff and the Class whole and because the Defendant have failed and/or have refused to adequately provide the promised remedies within a reasonable time.

139. Accordingly, recovery by the Plaintiff is not limited to the limited warranty of repair or adjustments to parts defective in materials or workmanship, and Plaintiff seek all remedies as allowed by law.

140. Also, as alleged in more detail herein, at the time that Defendant warranted and sold the vehicles they knew that the vehicles did not conform to the warranties and were inherently defective, and Defendant wrongfully and fraudulently misrepresented and/or concealed material facts regarding their vehicles.

141. Plaintiff and the Class were therefore induced to purchase the vehicles under false and/or fraudulent pretenses.

142. Moreover, many of the damages flowing from the Defective Vehicles cannot be resolved through the limited remedy of “replacement or adjustments,” as those incidental and consequential damages have already been suffered due to Defendant’s fraudulent conduct as alleged herein, and due to their failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff’s and the Class’ remedies would be insufficient to make Plaintiff and the Class whole.

143. Finally, due to the Defendant’s breach of warranties as set forth herein, Plaintiff and the Class assert as an additional and/or alternative remedy, as set forth in IND. CODE § 26-1-2-608, for a revocation of acceptance of the goods, and for a return to Plaintiff and to the Class of the purchase price of all vehicles currently owned.

144. Defendant was provided notice of these issues by numerous complaints filed against it, and by numerous individual letters and communications sent by Plaintiff and the Class before or within a reasonable amount of time after Defendant issued the recall and the allegations of vehicle defects became public.

145. As a direct and proximate result of Defendant’s breach of express warranties, Plaintiff and the Class have been damaged in an amount to be determined at trial.

THIRD CAUSE OF ACTION

(Negligence)

146. Plaintiff incorporates by reference and re-allege the preceding paragraphs.

147. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Indiana residents who formerly or currently own or lease one or more of the Defective Vehicles.

148. Defendant had a duty to its customers as a manufacturer of motor vehicles to design, manufacture, market, and provide vehicles that, in their ordinary operation, are reasonably safe for their intended uses. Defendant had a duty to adequately test its vehicles' safety before selling millions to consumers worldwide.

149. Defendant had a duty to test vehicles for ignition switch problems once Defendant was on notice that its vehicles had a propensity to have ignition switch issues leading to engine failure, which can cause bodily injury, death, and property damage. Moreover, Defendant had a duty to provide true and accurate information to the public to prevent undue risks arising from the foreseeable use of its products.

150. At all times relevant, Defendant sold, marketed, advertised, distributed, and otherwise placed Defective Vehicles into the stream of commerce in an unlawful, unfair, fraudulent, and/or deceptive manner that was likely to deceive the public.

151. Defendant was negligent, and breached the above duties owed to Plaintiff and Class members.

152. As direct and proximate causes of Defendant's breaches, Plaintiff and the Class have been damaged including, but not limited to, the cost of repairs required due to ignition switch problems, the financial loss of owning the Defective Vehicles that are unsafe, and being subjected to potential risk of injury.

FOURTH CAUSE OF ACTION

(Fraudulent Concealment)

153. Plaintiff incorporates by reference and re-allege the preceding paragraphs.

154. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Indiana residents who formerly or currently own or lease one or more of the Defective Vehicles.

155. Defendant concealed material facts concerning the ignition switch defects before, during, and after the sale of the Defective Vehicles to Plaintiff and Class members.

156. Defendant had a duty to disclose the ignition switch defects because it was known only to Defendant, who had superior knowledge and access to the facts, and Defendant knew it was not known to or reasonably discoverable by Plaintiff and Class members. These concealed facts were material because they directly impact the safety of the Defective Vehicles. Whether an ignition switch was designed and manufactured with appropriate safeguards is a material safety concern.

157. Defendant actively concealed these material facts, in whole or in part, to protect its profits and avoid a costly recall, and it did so at the expense of Plaintiff and the Class.

158. Plaintiff and the Class were unaware of these concealed material facts and would not have acted as they did if they had known of the concealed facts. Plaintiff' and Class members' actions were justified. Defendant was in exclusive control of the material facts and the public, Plaintiff, and the Class did not know of these facts prior to purchasing the Defective Vehicles.

159. Because of the concealment of the facts, Plaintiff and the Class sustained damage because they purchased and retained Defective Vehicles that are now diminished in value from what they would have been had Defendant timely disclosed the ignition switch defects.

160. Defendant's acts were done maliciously, oppressively, deliberately, with intent to defraud, in reckless disregard of Plaintiff's and Class members' rights and well being, and to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

FIFTH CAUSE OF ACTION

(Product Liability – Design Defect – Ind. Code § 34-20-1-1 et seq.)

161. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

162. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Indiana residents who formerly or currently own or lease one or more of the Defective Vehicles.

163. Defendant designed, engineered, developed, manufactured, fabricated, assembled, equipped, tested or failed to test, inspected or failed to inspect, repaired, retrofit or failed to retrofit, failed to recall, labeled, advertised, promoted, marketed, supplied, distributed, wholesaled, and sold the Defective Vehicles and their component parts and constituents, which was intended by Defendant to be used as passenger vehicles and for other related activities.

164. Defendant knew that the Defective Vehicles were to be purchased and used without inspection for defects by Plaintiff and Class members and without substantial alteration in the condition in which the product was sold by Defendant to retailers and dealerships.

165. The Defective Vehicles were unsafe for their intended uses by reason of defects in their manufacture, design, testing, components, and constituents, so that they would not safely serve their purpose, but would instead expose the users of the vehicles to possible serious injuries.

166. Defendant designed the Defective Vehicles defectively, causing them to fail to perform as safely as an ordinary customer would expect when used in an intended or reasonably foreseeable manner.

167. The risks inherent in the design of the Defective Vehicles significantly outweigh any benefits of the design.

168. Plaintiff and Class members were not aware of the Defect at any time prior to the recent revelations regarding problems with the Defective Vehicles.

169. As direct and proximate causes of the ignition switch defects, Plaintiff and the Class have been damaged including, but not limited to, the cost of repairs required due to ignition switch problems, the financial loss of owning the Defective Vehicles that are unsafe, and

being subjected to potential risk of injury. Defendant is strictly liable for these damages under the Indiana Products Liability Act.

SIXTH CAUSE OF ACTION

(Violation of Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.*)

170. Plaintiff incorporates by reference and re-allege the preceding paragraphs.

171. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Indiana residents who formerly or currently own or lease one or more of the Defective Vehicles.

172. Plaintiff and Class members are “consumers” within the meaning of the MMWA, 15 U.S.C. § 2301(3).

173. Defendant is a “supplier” and “warrantor” within the meaning of the MMWA, 15 U.S.C. § 2301(4)-(5).

174. The Defective Vehicles are “consumer products” within the meaning of the MMWA, 15 U.S.C. § 2301(1).

175. Defendant affirmed the fact, promise, and/or described in writing that the ignition switch would meet a specified level of performance over a specified period of time, namely, that it would not require maintenance and last for the life of the Defective Vehicles. Defendant’s written affirmations of fact, promises, or descriptions related to the nature of the ignition switch in the Defective Vehicles and became part of the basis of the bargain between Plaintiff and Defendant. Defendant refuses to recognize or honor the written ignition switch warranties and, indeed, denies the existence of these warranties. Defendant breached its written warranties when the Defective Vehicles did not perform as represented by Defendant and thereafter when Defendant refused to recognize or honor the warranties. Defendant’s conduct thereby caused damages to Plaintiff and Class members.

176. The amount in controversy of Plaintiff’s individual claim meets or exceeds the sum or value of \$25. In addition, the amount in controversy meets or exceeds the sum or value of \$50,000 (exclusive of interests and costs) computed on the basis of all claims to be determined in

this suit.

177. Resorting to any informal dispute resolution procedure and/or affording Defendant a reasonable opportunity to cure its breach of written warranties to Plaintiff is unnecessary and/or futile. At the time of sale to Plaintiff, Defendant knew, should have known, or was reckless in not knowing of its misrepresentations or omissions concerning the ignition switch defects, but nevertheless failed to rectify the situation and/or disclose it to Plaintiff. Moreover, the remedies available through any informal dispute resolution procedure would be wholly inadequate under the circumstances. Accordingly, any requirement under the MMWA or otherwise that Plaintiff resort to any informal dispute resolution procedure and/or afford Defendant a reasonable opportunity to cure its breach of written warranties is excused and, thereby, deemed satisfied.

178. As a direct and proximate result of Defendant's breach of written warranties, Plaintiff and Class members sustained damages and other losses. Defendant's conduct caused Plaintiff and Class members' damages and, accordingly, Plaintiff and Class members are entitled to recover damages, specific performance, diminution in value, costs, attorneys' fees, rescission, and/or other equitable relief as appropriate.

SEVENTH CAUSE OF ACTION

(Breach of the Implied Warranty of Merchantability, Ind. Code § 26-1-2-314)

179. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

180. Defendant is and was at all relevant times a merchant with respect to motor vehicles.

181. A warranty that the Defective Vehicles were in merchantable condition is implied by law in the instant transactions.

182. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Defective Vehicles are inherently defective in that the ignition switch will switch from the "run" position to the "accessory" or "off" position during ordinary driving conditions, resulting in a loss of power, vehicle speed control, and braking, as well as a failure of the vehicle's airbags to

deploy.

183. Defendant was provided notice of these issues by numerous complaints filed against it, including the instant complaint, and by numerous individual letters and communications sent by Plaintiff and the Class before or within a reasonable amount of time after Defendant issued the recall and the allegations of vehicle defects became public.

184. As a direct and proximate result of Defendant's breach of the warranties of merchantability, Plaintiff and the Class have been damaged in an amount to be proven at trial.

185. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Indiana residents who formerly or currently own or lease one or more of the Defective Vehicles.

EIGHTH CAUSE OF ACTION

(Violations of Michigan Consumer Protection Act, Mich. Comp. L. Ann. § 445.901, *et seq.*)

186. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

187. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Indiana residents who formerly or currently own or lease one or more of the Defective Vehicles.

188. Old GM, GM, and Plaintiff are each "persons" under Mich. Comp. L. Ann. § 445.902(d).

189. The sale of the Defective Vehicles to Plaintiff and the Class occurred within "trade and commerce" within the meaning of Mich. Comp. L. Ann. § 445.902(d), and both GM and Old GM committed deceptive and unfair acts in the conduct of "trade and commerce" as defined in that statutory section.

190. The MCPA deems unlawful any "unfair, unconscionable, or deceptive methods, acts or practices in the conduct of trade or commerce," as more specifically defined in the MCPA. Mich. Comp. L. Ann. § 445.903(1). GM has engaged in unfair, unconscionable, and deceptive methods, acts and practices in violation of the MCPA, and also has successor liability for the

unfair, unconscionable, and deceptive methods, acts, and practices of Old GM as described herein.

191. Both Old GM and GM violated the MCPA by “[f]ailing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.” Mich. Comp. L. Ann. § 445.903(s).

192. As alleged above, both Companies knew of the ignition switch defect, while Plaintiff and the Class were deceived by the Companies’ omission into believing the Defective Vehicles were safe, and the information could not have reasonably been known by the consumer until the February and March 2014 recalls.

193. Old GM also violated the MCPA by “[m]aking a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is.” Mich. Comp. L. Ann. § 405.903(bb). Indeed, Old GM represented that the Defective Vehicles were safe such that reasonable people believed such representations to be true.

194. Old GM also violated the MCPA by “[f]ailing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner.” Mich. Comp. L. Ann. § 405.903(cc). Old GM represented that the Defective Vehicles were safe, yet failed to disclose the material fact that the ignition switch was defective.

195. Old GM’s and GM’s acts and practices were unfair and unconscionable because their acts and practices, including the manufacture and sale of vehicles with an ignition switch defect, and the Companies’ failure to adequately disclose the defect to NHTSA and the Class and timely implement a remedy, offend established public policy, and because the harm the Companies caused consumers greatly outweighs any benefits associated with those practices. While Old GM knew of the ignition switch defects by 2001, it continued to design, manufacture, and market the Defective Vehicles until 2007.

196. All the while, Old GM knew that the vehicles had an unreasonable propensity to shut down during ordinary driving conditions, leading to an unreasonable risk of serious bodily

injury or death.

197. Plaintiff and the Class have suffered an injury, including the loss of money or property, as a result of GM's unfair, unlawful, and/or deceptive practices.

198. Old GM and GM failed to inform NHTSA, and therefore failed to inform consumers, that the Defective Vehicles had a defective ignition switch that could lead to injury and death. Had Plaintiff and the Class known this, they would either not have purchased their vehicles at all or would have paid less for them, and would not have retained their Defective Vehicles. Plaintiff and the Class have therefore suffered a "loss" because of the violations of the MCPA complained of herein.

199. Plaintiff requests that this Court: enjoin GM from continuing its unfair, unlawful, and/or deceptive practices; provide to Plaintiff and each Class member either their actual damages as the result of GM's unfair, unlawful, and deceptive trade practices, or \$250 per Class member, whichever is higher; award reasonable attorneys' fees; and provide other appropriate relief under Mich. Comp. L. Ann. § 445.911.

200. Plaintiff acknowledges that, on its face, the MCPA purports to (i) deprive non-residents of bringing class (but not individual) actions under the MCPA; and (ii) allows individuals (but not class members) the ability to recover a penalty of \$250 per person if that amount is greater than their actual damages. After the United States Supreme Court's decision in *Shady Grove Orthopedic Ass'n, P.A. v. Allstate Ins. Co.*, 589 U.S. 393 (2010), however, any such prohibitions imposed in class actions (but not in individual actions) are trumped and superseded by Fed. R. Civ. P. 23, which imposes no such restrictions.

NINTH CAUSE OF ACTION

(Violations of the Other State Statutes Prohibiting Unfair and Deceptive Acts and Practices)

201. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

202. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of subclasses

of the other states' residents who formerly or currently own or lease one or more of the Defective Vehicles.

203. The state deceptive trade practices acts were enacted by the various states following the passage of the Federal Trade Commission Act ("FTC Act"), which prohibits deceptive acts and practices in the sale of products to consumers. The state laws in this area are modeled on the FTC Act and are therefore highly similar in content.

204. Defendant's actions violate the Deceptive Trade Practices Acts of the various states, as set out more fully above, by failing to disclose and by actively concealing the defective ignition switch in GM vehicles.

205. The conduct described in the statement of facts constitutes unfair or deceptive trade practices predominantly and substantially affecting the conduct of trade or commerce throughout the United States in violation of the state deceptive trade practices acts and other similar state statutes prohibiting unfair and deceptive acts and practices. The deceptive trade practices acts violated by Defendant are set forth in the next paragraph.

206. The violations of the various state consumer protection acts (Alabama: the Alabama Deceptive Trade Practices Act (Ala. Code §8-19-1 et seq.); Alaska: Alaska Unfair Trade Practices and Consumer Protection Act (Alaska Stat. §45.50.471 et seq.); Arizona: the Arizona Consumer Fraud Statute (Ariz. Rev. Stat. Ann. §44-1521 et seq.); Arkansas: the Arkansas Deceptive Trade Practices Act (Ark. Code Ann. §4-88-101 et seq.); California: the California False Advertising Law, California Business & Professions Code § 17200, et. seq.); Colorado: the Colorado Consumer Protection Act (Colo. Rev. Stat. §6-1-101 et seq.); Connecticut: the Connecticut Unfair Trade Practices Act (Conn. Gen. Stat. §42-110a et seq.); Washington, D.C. the Consumer Protection Procedures Act (D.C. Code Ann. §28-3901 et seq.); Florida: the Florida Deceptive and Unfair Trade Practices Act (Fla. Stat. Ann. §501.201 et seq. (West)) and the Florida False Advertising Statutes (Fla. Stat. Ann. §817.40 et seq. (West)); Georgia: Uniform Deceptive Trade Practices Act (Ga. Code Ann. §10-1-370 et seq.); the Fair Business Practices Act (Ga. Code Ann. §10-1-390 et seq.); and the False Advertising Statute (Ga. Code Ann. §10-1-420

et seq.); Hawaii: The Hawaii Federal Trade Commission Act (Hawaii Rev. Stat. §480 et seq.) and the Uniform Deceptive Trade Practice Act (Hawaii Rev. Stat. §481A et seq.); Idaho: the Idaho Consumer Protection Act (Idaho Code §48-601 et seq.); Illinois: the Illinois Consumer Fraud and Deceptive Business Practices Act (815 Ill. Comp. Stat. Ann. §505/1 et seq. (Smith Hurd)) and the Uniform Deceptive Trade Practices Act (815 Ill. Comp. Stat. Ann. 510/1 et seq. (Smith Hurd)); Iowa: the Iowa Consumer Fraud Act (Iowa Code Ann. §714.16 (West)); Kansas: the Kansas Consumer Protection Act (Kan. Stat. Ann. §50-623 et seq.); Kentucky: the Consumer Protection Act (Ky. Rev. Stat. §367.110 et seq.); Louisiana: the Unfair Trade Practices and Consumer Protection Law (La. Rev. Stat. Ann. §51:1401 (West)); Maine: the Maine Unfair Trade Practices Act (Me. Rev. Stat. Ann. Tit. 5 §206 et seq.) and the Uniform Deceptive Trade Practices Act (Me. Rev. Stat. Ann. Tit. 10 §1211 et seq.); Maryland: the Maryland Consumer Protection Act (Md. Com. Law Code Ann. §§13-101 et seq., 14-101 et seq.); Massachusetts: the Consumer Protection Act (Mass. Gen. Laws Ann. Ch. 93A); Minnesota: the Consumer Fraud Act (Minn. Stat. Ann. §325 F. 69); the False Statement in Advertisement Statute (Minn. Stat. Ann. §325 F. 67); the Uniform Deceptive Trade Practices Act (Minn. Stat. Ann. §325D.44); and the Unlawful Trade Practices Act (Minn. Stat. Ann. §325D.13); Mississippi: the Consumer Protection Act (Miss. Code Ann. §75-24-1 et seq.) and the False Advertising Statutes (Miss. Code Ann. §97-23-3); Missouri: the Missouri Merchandising Practices Act (Mo. Rev. Stat. §407.010 et seq.); Montana: the Montana Unfair Trade Practices and Consumer Protection Act (Mont. Code Ann. §30-14-101 et seq.); and the Statutory Deceit Statute (Mont. Code Ann. §27-1-712); Nebraska: the Nebraska Consumer Protection Act (Neb. Rev. Stat. §59-1601 et seq.) and the Nebraska Uniform Deceptive Trade Practices Act (Neb. Rev. Stat. §87-301 et seq.); Nevada: the Deceptive Trade Statutes (Nev. Rev. Stat. §§598.0903 et seq., 41.600 et seq.); New Hampshire: the Regulation of Business Practices for Consumer Protection Act (N.H. Rev. Stat. Ann. §358-A:1 et seq.); New Jersey: the New Jersey Consumer Fraud Act (N.J. Stat. Ann. §56:8-1 et seq. (West)); New Mexico: New Mexico Unfair Practices Act (N.M. Stat. Ann. §57-12-1 et seq.); New York: New York Consumer Protection Act (N.Y. Gen. Bus. Law §§349, 350 (Consol.)); North Carolina: North Carolina

Unfair and Deceptive Trade Practices Act (N.C. Gen. Stat. §75-1.1 et seq.); North Dakota: Deceptive Act or Practice Statutes (N.D. Gen. Stat. §51-15-01 et. seq.); Ohio: Ohio Consumer Sales Practices Act (Ohio Rev. Code Ann. §1345.01 et seq. (Baldwin)); Oklahoma: Oklahoma Consumer Protection Act (Okla. Stat. Ann. Tit. 15, §751 et seq. (West)) and the Oklahoma Deceptive Trade Practices Act (Okla. Stat. Ann. Tit. 78, §51 et seq. (West)); Oregon: the Unlawful Trade Practices Act (Or. Rev. Stat. §646.605 et seq.) and the Oregon Food and Other Commodities Act (Or. Rev. Stat. §616.005 et seq.); Pennsylvania: Unfair Trade Practices Act and Consumer Protection Law (Pa. Stat. Ann. Tit. 73 §201-1 et seq. (Purdon)); Rhode Island: Consumer Protection Act (R.I. Gen. Law §6-13.1-1 et seq.); South Carolina: South Carolina Unfair Trade Practices Act (S.C. Code Ann. §39-5-10 et seq.); South Dakota: South Dakota Deceptive Trade Practices and Consumer Protection Law (S.D. Codified Laws Ann. §37-24-1 et seq.); Tennessee: Tennessee Consumer Protection Act (Tenn. Code Ann. §47-18-101 et seq.); Texas: Texas Deceptive Trade Practices Act (Tex. Bus. & Com. Code Ann. §17.41 et seq. (Vernon)); Utah: Utah Consumer Sales Practices Act (Utah Code Ann. §13-11-1 et seq.) and the Utah Truth in Advertising Act (Utah Code Ann. §13-11a-1 et seq.); Vermont: Vermont Consumer Fraud Statute (Vt. Stat. Ann. Tit. 9, §2451 et seq.); Virginia: Virginia Consumer Protection Act (Va. Code 59.1-196 et seq.); Washington: Washington Consumer Protection Act (Wash. Rev. Code Ann. §19.86 et seq.); West Virginia: West Virginia Consumer Credit and Protection Act (W. Va. Code §46A-6-101 et seq.); Wisconsin: Wisconsin Fraudulent Representations Act (Wis. Stat. Ann. §100.18 et seq. (West)); Wyoming: Consumer Protection Act (Wyo. Stat. §40-12-101 et seq.)) have directly, foreseeably, and proximately caused damages to Plaintiff and proposed class in amounts yet to be determined.

207. As a result of Defendant's violations of the Deceptive Trade Practices Acts of the various states prohibiting unfair and deceptive acts and practices, Plaintiff and Class members have suffered actual damages for which Defendant is liable.

TENTH CAUSE OF ACTION

(Breach of Contract/Common Law Warranty/Unjust Enrichment)

208. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

209. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Indiana residents who formerly or currently own or lease one or more of the Defective Vehicles.

210. To the extent Defendant's repair or adjust commitment is deemed not to be a warranty under Indiana's Commercial Code, Plaintiff pleads in the alternative under common law warranty and contract law. Defendant limited the remedies available to Plaintiff and the Class to just repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by Defendant, and/or warranted the quality or nature of those services to Plaintiff.

211. Defendant breached this warranty or contract obligation by failing to repair the Defective Vehicles evidencing an ignition switch problem, including those that were recalled, or to replace them.

212. As a direct and proximate result of Defendant's breach of contract or common law warranty, Plaintiff and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

213. In the alternative, Defendant had knowledge of the safety defects in its vehicles, which it failed to, disclose to Plaintiff and the Class.

214. As a result of their wrongful and fraudulent acts and omissions, as set forth above, pertaining to the design defect of their vehicles and the concealment of the defect, Defendant charged a higher price for their vehicles than the vehicles' true value and Defendant obtained monies which rightfully belong to Plaintiff.

215. Defendant appreciated, accepted and retained the benefits conferred by Plaintiff and the Class, who without knowledge of the safety defects paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Defendant to retain these wrongfully obtained profits. There is no justification for Plaintiff's and the Class' impoverishment and Defendant's related enrichment.

216. Plaintiff, therefore, are entitled to restitution and seek an order establishing Defendant as constructive trustees of the profits unjustly obtained, plus interest.

ELEVENTH CAUSE OF ACTION

Fraudulent Concealment

217. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

218. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Indiana residents who formerly or currently own or lease one or more of the Defective Vehicles.

219. Defendant intentionally concealed the above-described material safety information, or acted with reckless disregard for the truth, and denied Plaintiff and the Class information that is highly relevant to their purchasing decision.

220. Defendant further affirmatively misrepresented to Plaintiff in advertising and other forms of communication, including standard and uniform material provided with each car that the vehicles they were selling were new, had no significant defects and would perform and operate properly when driven in normal usage.

221. Defendant knew these representations were false when made.

222. The vehicles purchased or leased by Plaintiff and the Class were, in fact, defective, unsafe, and unreliable, because the vehicles were subject to an ignition switch defect as described above.

223. Defendant had a duty to disclose that these vehicles were defective, unsafe and unreliable in that the vehicles were subject to sudden, extreme acceleration without adequate fail-safe mechanisms because Plaintiff relied on Defendant's material representations that the vehicles they were purchasing were safe and free from defects.

224. The aforementioned concealment was material because if it had been disclosed Plaintiff and the Class would not have bought or leased the vehicles.

225. The aforementioned representations were material because they were facts that would typically be relied on by a person purchasing or leasing a new motor vehicle. Defendant

knew or recklessly disregarded that its representations were false because it knew that people had died as a result of its vehicles' ignition defect between 2002 and 2009. Defendant intentionally made the false statements in order to sell vehicles.

226. Plaintiff and the Class relied on Defendant's reputation – along with Defendant's failure to disclose the acceleration problems and Defendant's affirmative assurance that its vehicles were safe and reliable and other similar false statements – in purchasing or leasing Defendant's vehicles.

227. As a result of their reliance, Plaintiff and the Class have been injured in an amount to be proven at trial, including, but not limited to, their lost benefit of the bargain and overpayment at the time of purchase and/or the diminished value of their vehicles.

228. Defendant's conduct was knowing, intentional, with malice, demonstrated a complete lack of care, and was in reckless disregard for the rights of Plaintiff and the Class. Plaintiff and the Class are therefore entitled to an award of punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the other members of the Class proposed in this Complaint, respectfully requests that the Court enter judgment in his favor and against Defendant, as follows:

- A. Declaring that this action is a proper class action, certifying the Class as requested herein, designating Plaintiff as Class Representative and appointing the undersigned counsel as Class Counsel;
- B. Ordering Defendant to pay actual damages (and no less than the statutory minimum damages) and equitable monetary relief to Plaintiff and the other members of the Class;
- C. Ordering Defendant to pay punitive damages, as allowable by law, to Plaintiff and the other members of the Class;
- D. Ordering Defendant to pay statutory damages, as allowable by the statutes asserted herein, to Plaintiff and the other members of the Class;
- E. Awarding injunctive relief as permitted by law or equity, including enjoining Defendant from continuing the unlawful practices as set forth herein, and ordering Defendant to engage in a corrective recall campaign;
- F. Ordering Defendant to pay attorneys' fees and litigation costs to Plaintiff and the other members of the Class;
- G. Ordering Defendant to pay both pre- and post-judgment interest on any amounts awarded; and

H. Ordering such other and further relief as may be just and proper.

JURY DEMAND

Plaintiff demands a trial by jury of all claims in this Complaint so triable.

Respectfully submitted,
JONES WARD PLC

s/ Jasper D. Ward IV _____
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Marion E. Taylor Building
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Phone: (502) 882-6000
Facsimile: (502) 587-2007
Attorneys for Plaintiff

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

_____ District of _____

_____)	
)	
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)	
<i>Plaintiff(s)</i>)	
v.)	Civil Action No.
)	
)	
)	
_____)	
<i>Defendant(s)</i>)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question, 4 Diversity

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

Exhibit C

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

COLIN ELLIOTT, individually and on
behalf of all others similarly situated,

Plaintiff(s),

v.

GENERAL MOTORS LLC; GENERAL
MOTORS HOLDING, LLC; DELPHI
AUTOMOTIVE PLC; and DPH-DAS LLC
f/k/a DELPHI AUTOMOTIVE SYSTEMS,
LLC,

Defendants.

Case No. 14-cv-11982

CLASS ACTION COMPLAINT

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

JURY TRIAL DEMANDED

NATURE OF CLAIM

1. Plaintiff COLIN ELLIOTT brings this action individually and on behalf of all persons similarly situated who purchased or leased certain vehicles manufactured, distributed, and/or 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 f/k/a DELPHI AUTOMOTIVE SYSTEMS, LLC, and/or its related subsidiaries, successors, or affiliates (“Delphi”), as described below.

2. As used in this complaint, the “Defective Vehicles” or “Class Vehicles” refers to the GM vehicles sold in the United States equipped at the time of sale with

ignition switches (the "Ignition Switches") sharing a common, uniform, and defective design, including, but may not be limited to, the following makes and model years:

- 2005-2010 Chevrolet Cobalt
- 2006-2011 Chevrolet HHR
- 2006-2010 Pontiac Solstice
- 2003-2007 Saturn Ion
- 2007-2010 Saturn Sky
- 2005-2010 Pontiac G5

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

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

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

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

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

8. The Ignition Switch Defect can occur at any time during normal and proper operation of the Class Vehicles, meaning the ignition can suddenly switch off while it is moving at 65mph on the freeway, leaving the driver unable to control the vehicle.

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

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

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

12. Upon information and belief, prior to the sale of the Class Vehicles, GM knew of the Ignition Switch Defect through sources such as pre-release design,

manufacturing, and field testing data; in-warranty repair data; early consumer complaints made directly to GM, collected by the National Highway Transportation Safety Administration's Office of Defect Investigation ("NHTSA ODI") and/or posted on public online vehicle owner forums; field testing done in response to those complaints; aggregate data from GM dealers; and accident data, yet despite this knowledge, GM failed to disclose and actively concealed the Ignition Switch Defect from Class Members and the public, and continued to market and advertise the Class Vehicles as reliable and safe vehicles, which they are not. A reasonable manufacturer would not have sold a vehicle if it contained the Ignition Switch Defect.

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

14. As a result of GM's alleged misconduct, Plaintiff and Class Members were harmed and suffered actual damages, in that the Class Vehicles are unsafe, unfit for their ordinary and intended use, and have manifested, or are at unreasonable risk of manifesting, the Ignition Switch Defect by way of a sudden and dangerous failure that puts them and others at serious risk of injury or death. Plaintiff and the Class did not receive the benefit of their bargain as purchasers and lessees, received vehicles that were of a lesser standard, grade, and quality than represented, and did not receive vehicles that met ordinary and reasonable consumer expectations. Class Members did not receive vehicles that would reliably operate with reasonable safety, and that would

not place drivers and occupants in danger of encountering an ongoing and undisclosed risk of harm, which could have been avoided, as GM knew but did not disclose, through the use of non-defective ignition parts. A car purchased or leased under the reasonable assumption that it is “safe” as advertised is worth more than a car – such as the Class Vehicles – that is known to contain a safety defect such as the Ignition Switch Defect.

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

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

PARTIES

Plaintiff

Colin Elliott - Massachusetts

17. Plaintiff Colin Elliott is a citizen of the Commonwealth of Massachusetts and resides in the town of Bourne. Mr. Elliott is the registered owner of a forest green 2008 Saturn Sky Roadster. Mr. Elliott purchased the car new in 2007 from a dealership in Hyannis, MA. Mr. Elliott’s Saturn Sky Roadster was manufactured, sold, distributed,

advertised, marketed, and warranted by GM, and bears the Vehicle Identification No. 1G8MB35B58Y109987. Mr. Elliott purchased his vehicle primarily for his personal, family and household use. Mr. Elliott stopped using his Saturn Sky Roadster approximately three weeks ago when he learned that GM's recall had been expanded to include his model and year. Since that time, Mr. Elliott has been forced to carpool to work with his wife. Mr. Elliott has been severely inconvenienced since learning of the recall. Mr. Elliott will not drive his Saturn Sky unless it is absolutely necessary. He does not believe his Saturn is safe and is constantly concerned when behind the wheel.

Defendants

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

19. In 2009, General Motors Corporation filed for bankruptcy, and substantially all of its assets were sold pursuant to a Master Sales and Purchase Agreement ("Agreement") to General Motors LLC.

20. Under the Agreement, General Motors LLC also expressly assumed certain liabilities of General Motors Corporation, including certain statutory requirements:

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

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

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

21. General Motors LLC is a Delaware corporation with its headquarters in Detroit, Michigan. General Motors LLC is registered with the California Department of Corporations to conduct business in California. Post-bankruptcy, General Motors LLC discontinued certain vehicle brands, including Pontiac and Saturn.

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

23. Defendant Delphi Automotive PLC ("Delphi") is headquartered in Gillingham, Kent, United Kingdom, and is the parent company of Delphi Automotive Systems LLC, which is headquartered in Troy, Michigan.

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

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

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

27. GM and Delphi are collectively referred to in this Complaint as “Defendants.”

JURISDICTION AND VENUE

28. Jurisdiction is proper in this Court pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because members of the proposed Plaintiff Class are citizens of states different from Defendants’ home states, and the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and costs.

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

FACTUAL BACKGROUND

The Defective Vehicles

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

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

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

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

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

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

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

37. The Saturn Sky and Pontiac Solstice were constructed on GM's Kappa Platform.

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

39. No reasonable consumer expects that the vehicle that he or she purchases or leases contains a known but undisclosed design defect that poses a safety risk at the time of purchase or lease. No reasonable consumer would purchase or lease a vehicle equipped with the Ignition Switch Defect.

GM Field Reports and Internal Testing Reveal a Problem

40. In 2001, during pre-production of the 2003 Saturn Ion, GM engineers learned that the ignition switch could unintentionally move from the "run" position to the "accessory" or "off" position. In an internal report generated at the time, GM identified the cause of the problem as "low detent plunger force." The "detent" is part of the ignition switch's inner workings that keeps the switch from rotating from one

setting to another unless the driver turns the key. The report stated that than an “ignition switch design change” was believed to have resolved the problem.

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

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

43. After the Chevrolet Cobalt entered the market in 2004, GM began receiving complaints about incidents of sudden loss of engine power. GM engineers determined that the low torque in the ignition switch could cause the key to move from the “run” to the “accessory” or “off” position under ordinary driving conditions with normal key chains because “detent efforts on ignition switch are too low, allowing key to be cycled to off position inadvertently.” Specifically, in February 2005, GM engineers concluded that “there are two main reasons that we believe can cause a lower effort in

turning the key: a lower torque detent in the ignition switch . . . [and a] low position of the lock module [on] the [steering] column.”

44. Additional PRTS’s were opened to investigate the problem, and in May 2005, GM engineers proposed redesigning the key head from a “slotted” to a “hole” configuration to prevent inadvertent shifting of the key in the ignition. Although GM initially approved the design, the company once again declined to act.

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

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

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

48. After another PRTS in 2009, GM redesigned the Chevrolet Cobalt key, changing the top of the key from a “slot” design to a “hole” design – as had been suggested in 2005. GM instituted the change after finding that consumers “with substantially weighted key chains/additional keys hanging from ignition key have experienced accidental ignition shut-off” and the design change was intended to “significantly reduce downward force and the likelihood of this occurrence.” The new key design was produced for 2010 model year.

49. According to Delphi, the component required to fix the Ignition Switch Defect costs approximately \$2 to \$5. GM management estimated that replacement components would cost an additional 90 cents per vehicle, but would only save 10 to 15 cents in warranty costs.

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

GM Issues Information Service Bulletins

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

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

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

54. The Times reporter noted that his wife had already encountered the problem with the Chevrolet Cobalt: she was driving on a freeway, accidentally bumped the steering column with her knee, and found the engine “just went dead.” She was able to safely coast to the side of the road. When the vehicle was brought back to the Chevrolet dealer for an inspection, nothing was found wrong and they were advised of

the service bulletin. The reporter stated that the key chain being used at the time of the stalling incident was provided by GM, and included only the key fob and a tag.

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

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

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

Reports of Unintended Engine Shut Down

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

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

Crash Reports and Data

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

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

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

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

64. In 2007, GM reviewed available sensor data from nine front-impact Cobalt crashes where the airbags did not deploy. GM discovered that in four of the crashes, the ignition was in the “accessory position.” Crash information for the other Subject Vehicles was not reviewed.

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

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

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

68. GM has identified 3 frontal-impact crashes in the United States involving 2006 and 2007 model year Chevrolet HHR vehicles in which the Ignition Switch Defect

may have caused or contributed to the failure of the safety airbags to deploy. These crashes resulted in three injuries to occupants.

69. On information and belief, many more crashes, resulting in injuries and deaths, have involved the Ignition Switch Defect and gone unreported because Defendants have concealed the problem. These crashes continue to occur, even as GM responds to Congressional investigation and has announced a recall, and will continue to occur unless and until the Ignition Switch defect is completely and effectively corrected.

GM's Belated Repair Recall of Some Vehicles

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

71. The notice also did not identify all the vehicles affected by the Ignition Switch Defect.

72. The notice failed to indicate the full extent to which GM has been aware of the Defect. The notice suggests that GM's knowledge of the defect is recent, stating that "[t]he issue was presented to the Field Performance Evaluation Review Committee and

on January 31, 2014, the Executive Field Action Decision Committee decided to conduct a safety recall.”

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

74. On February 25, 2014, GM amended its Part 573 Report to cover additional models and model years due to the same Ignition Switch Defect. Specifically, GM identified the 2003 to 2007 model years of the MY Saturn Ion, 2006 and 2007 model years of the MY Chevrolet HHR, 2007 model year of the Pontiac Solstice, and 2007 model year of MY Saturn Sky vehicles.

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

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

77. On March 11, 2014, GM filed a new Part 573 report superseding its February 25 filing. The new chronology provided with the report indicated that GM

was aware of the Ignition Switch Defect in 2001 – significantly earlier than its previous 2004 disclosure. GM now indicated that it had a report from 2001 that revealed a problem with the ignition switch during pre-production of the Saturn Ion.

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

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

80. On April 9, 2014, GM filed a new Part 573 report, which further expanded the recall to include a defect identified with ignition lock cylinders. GM’s report indicates that the defective cylinders can allow for the removal of the ignition key while the engine is still running, allowing for the possibility of a rollaway, “vehicle crash and occupant or pedestrian injuries.” GM cautioned owners of the Defective Vehicles that

“it is very important before exiting the vehicle for customers to make sure the vehicle is in “Park””

81. GM has advised the public that the replacement ignition switches “ARE NOT CURRENTLY AVAILABLE.”

TOLLING OF THE STATUTE OF LIMITATIONS

Fraudulent Concealment Tolling

82. Upon information and belief, GM has known of the Ignition Switch Defect in the vehicles since at least 2001, and certainly well before Plaintiff and Class Members purchased the Defective vehicles, and has concealed from or failed to notify Plaintiff, Class Members, and the public of the full and complete nature of the Ignitions Switch Defect, even when directly asked about it by Class Members during communications with GM and GM dealers.

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

84. In 2005, GM issued a Technical Service Bulletin to dealers and service technicians directing that customers be advised to “remove unessential items from their key chains” to avoid inadvertent ignition switching, but did not identify or disclose the

Defect. In February 2014, GM instituted only a limited recall, only identifying two of the several models with the Ignition Switch Defect. Likewise, the later recall expanded to include five additional model years and makes does not fully disclose all the vehicles affected by the Ignition Switch Defect.

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

86. Any applicable statute of limitation has therefore been tolled by GM's knowledge, active concealment, and denial of the facts alleged herein, which behavior is ongoing.

Estoppel

87. GM was and is under a continuous duty to disclose to Plaintiff and Class Members the true character, quality, and nature of the vehicles. GM actively concealed the true character, quality, and nature of the vehicles and knowingly made misrepresentations about the quality, reliability, characteristics, and performance of the vehicles. Plaintiff and Class Members reasonably relied upon GM's knowing and affirmative misrepresentations and/or active concealment of these facts. Based on the foregoing, GM is estopped from relying on any statutes of limitation in defense of this action.

Discovery Rule

88. The causes of action alleged herein did not accrue until Plaintiff and Class Members discovered that their vehicles had the Ignition Switch Defect.

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

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

CLASS ACTION ALLEGATIONS

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

92. The proposed nationwide class is defined as:

Nationwide Class

All persons in the United States who purchased or leased a

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

93. Excluded from the Class are: (1) Defendants, any entity or division in which Defendants have a controlling interest, and their legal representatives, officers, directors, assigns, and successors; (2) the Judge to whom this case is assigned and the Judge's staff; (3) governmental entities; and (4) those persons who have suffered personal injuries as a result of the facts alleged herein. Plaintiff reserves the right to amend the Class definition if discovery and further investigation reveal that the Class should be expanded, divided into additional subclasses, or modified in any other way.

Numerosity and Ascertainability

94. The nationwide and statewide classes are each too numerous for individual joinder of all their members to be practicable; GM's recall now includes over 2.6 million vehicles. Although the exact number of Class Members is uncertain and can only be ascertained through appropriate discovery, the number is great enough such that joinder is impracticable. The disposition of the claims of these Class Members in a single action will provide substantial benefits to all parties and to the Court. Class

Members are readily identifiable from information and records in GM's possession, custody, or control.

Typicality

95. The claims of the Plaintiff are typical of the claims of the Class in that the Plaintiff, like all Class Members, purchased or leased a GM Class Vehicle designed, manufactured, and distributed by Defendants. The Plaintiff, like all Class Members, have been damaged by Defendants' misconduct in that he has incurred costs relating to the Ignition Switch Defect. Furthermore, the factual bases of Defendants' misconduct are common to all Class Members and represent a common thread of misconduct resulting in injury to all Class Members.

Adequate Representation

96. Plaintiff will fairly and adequately represent and protect the interests of the Class. Plaintiff has retained counsel with substantial experience in prosecuting consumer class actions, including actions involving defective automotive products.

97. Plaintiff and his counsel are committed to vigorously prosecuting this action on behalf of the Class, and have the financial resources to do so. Neither Plaintiff nor his counsel have interests adverse to those of the Class.

Predominance of Common Questions

98. There are numerous questions of law and fact common to Plaintiff and Class Members that predominate over any question affecting only individual Class

Members, the answers to which will advance resolution of the litigation as to all Class Members. These common legal and factual issues include:

- a. whether the Class Vehicles suffer from the Ignition Switch Defect;
- b. whether Defendants knew or should have known about the Ignition Switch Defect, and, if yes, how long Defendants have known of the Defect;
- c. whether the defective nature of the Class Vehicles constitutes a material fact reasonable consumers would have considered in deciding whether to purchase a GM Vehicle;
- d. whether GM had a duty to disclose the defective nature of the Vehicles to Plaintiff and Class Members;
- e. whether GM omitted and failed to disclose material facts about the Vehicles;
- f. whether GM concealment of the true defective nature of the Class Vehicles induced Plaintiff and Class Members to act to their detriment by purchasing the Vehicles;
- g. whether GM engaged in an unlawful enterprise that included a pattern of racketeering activity consisting of numerous and repeated uses of the interstate mails and wire communications to execute a scheme to defraud, in violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1962(c).

- h. whether GM violated the Michigan Consumer Protection Act (“MCPA”), Mich. Comp. L. Ann. § 445.903 *et seq.*, and if so, what remedies are available under § 445.911;
- i. whether the Class Vehicles were unfit for the ordinary purposes for which they were used, in violation of the implied warranty of merchantability;
- j. whether Plaintiff and Class Members are entitled to a declaratory judgment stating that the ignition switches in the Class Vehicles are defective and/or not merchantable;
- k. whether Plaintiff and Class Members are entitled to equitable relief, including, but not limited to, a preliminary and/or permanent injunction; and
- l. whether GM should be declared responsible for notifying all Class Members of the Defect and ensuring that all GM vehicles with the Ignition Switch Defect are recalled and repaired.
- m. what aggregate amounts of statutory penalties, as available under the laws of Michigan, Massachusetts and other States are sufficient to punish and deter Defendants and to vindicate statutory and public policy, and how such penalties should most equitably be distributed among Class members.

Superiority

99. Plaintiff, like other GM purchasers, is afraid to drive his GM vehicle due to the serious nature of the defect. Like many other GM purchasers, Plaintiff relies on his car to get to work every day and has been, and will continue to be, significantly

inconvenienced as a result of Defendants' unlawful and wrongful conduct. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

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

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

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

CAUSES OF ACTION

FIRST CLAIM FOR RELIEF

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

103. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

104. This Claim is brought on behalf of the Nationwide Class.

105. Defendants, Plaintiff, and the Nationwide Class are "persons" within the meaning of RICO, § 1961(3).

The RICO Enterprise

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

107. Defendants' existence was separate and distinct from the RICO Enterprise.

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

109. The RICO enterprise which engaged in, and whose activities affected interstate and foreign commerce, is an association-in-fact within the meaning of 18

U.S.C. § 1961(4) and consists of “persons” associated together for the common purpose of employing the multiple deceptive, abusive and fraudulent acts described herein.

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

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

111. GM’s Dealers, who GM instructed to present false and misleading information to Plaintiff and other members of the Class, through, *inter alia*, multiple Service Bulletins, and who did in fact present such false and misleading information.

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

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

The Pattern of Racketeering Activity

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

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

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

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

115. In furtherance of its scheme to defraud, GM's February 28, 2005 Service Bulletin was issued in furtherance of its scheme to defraud. It instructed GM's dealers to disseminate false and misleading information about the dangerous and defective

condition of the defective vehicles to customers, including Plaintiff and other members of the Class. The February 28, 2005 Service Bulletin was sent via the mail and/or wires and constitutes a violation of 18 U.S.C. §§ 1341 and 1343.

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

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

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

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

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

121. The predicate acts all had the purpose of generating significant revenue and profits for the Defendants at the expense of Plaintiff and the Class Members, who were never informed of the Ignition Switch Defect in their defective vehicles. The predicate acts were committed or caused to be committed by GM, through its participation in the RICO enterprise and in furtherance of its fraudulent scheme, and were interrelated in that they involved obtaining Plaintiff's and all other Class Members' funds.

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

Plaintiff's Injuries and Damages

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

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

125. These violations of 18 U.S.C. § 1962(c) by the Defendants have directly and proximately caused Plaintiff's and Class Members' injuries and damage set forth above. Plaintiff and Class Members are entitled to bring this action for three times their actual

damages, as well as punitive damages and its costs and reasonable attorneys' fees at trial and on appeal pursuant to 18 U.S.C. § 1964(c).

SECOND CLAIM FOR RELIEF

Asserted on Behalf of the Nationwide Class **(Violation of Michigan Consumer Protection Act ("MCPA"),** **Michigan Comp. Laws Ann. § 445.903 *et seq.*)**

126. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

127. This Claim is brought on behalf of the Nationwide Class.

128. At all times relevant hereto, there was in full force and effect Mich. Comp. Laws Ann. § 445.903 *et seq.* (the "MCPA").

129. Plaintiff and the Nationwide Class Members were "person[s]" within the meaning of the MCPA, M.C.L.A § 445.902(1)(d).

130. At all relevant times hereto, Defendants were "persons" engaged in "trade or commerce" within the meaning of the MCPA, M.C.L.A. § 445.902(1)(d) and (g).

131. The MCPA holds unlawful "[u]nfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce." M.C.L.A. § 445.902(1).

132. The practices of Defendants violate the MCPA for, *inter alia*, one or more of the following reasons:

a. represented that the Class Vehicles had approval, characteristics, uses, and benefits that they do not have;

b. Defendants provided, disseminated, marketed, and otherwise distributed uniform false and misleading advertisements, technical data and other information to consumers regarding the safety, performance, reliability, quality, and nature of the Class Vehicles;

c. Defendants represented that the Class Vehicles were of a particular standard, quality, or grade, when they were of another;

d. Defendants engaged in unconscionable commercial practices in failing to reveal material facts and information about the Class Vehicles, which did and tended to, mislead Plaintiff and the Class about facts that could not reasonably be known by the consumer until the February and March 2014 recalls;

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

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

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

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

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

Plaintiff also seeks punitive damages against Defendants because they carried out despicable conduct with willful and conscious disregard of the rights and safety of others. Defendants intentionally and willfully misrepresented the safety and reliability of Class Vehicles, deceived Plaintiff and Class Members on life-or-death matters, and concealed material facts that only it knew, all to avoid the expense and public relations nightmare of correcting a deadly flaw in the Class Vehicles it repeatedly promised Plaintiff and Class Members were safe. Defendants' unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

THIRD CLAIM FOR RELIEF
Asserted on Behalf of the Nationwide Class
(Fraud by Concealment)

134. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

135. This Claim is brought on behalf of the Nationwide Class.

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

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

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

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

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

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

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

FOURTH CLAIM FOR RELIEF
Breach of Implied Warranties Under Massachusetts Law

143. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

144. This Claim is brought on behalf of Plaintiff under Massachusetts law.

145. At all times relevant hereto, there was in full force and effect M.G.L. Ch. 106 § 2-314.

146. GM is a “merchant” as to the Class Vehicles within the meaning of M.G.L. Ch. 106 § 2-314. GM manufactured and sold the Class Vehicles, which are “goods” within the meaning of these statutory provisions. Consequently, pursuant to M.G.L. Ch. 106 § 2-314, GM impliedly warranted that the Class Vehicles were merchantable, including that they were fit for their ordinary purposes as safe passenger vehicles, that they could pass without objection in the trade, and that they were adequately contained, packaged, and labeled.

147. GM breached its implied warranty of merchantability to Plaintiff because the Class Vehicles were not fit for the ordinary purposes for which they are used – as a safe passenger vehicle. M.G.L. Ch. 106 § 2-314(c). Specifically, and according to GM’s representatives, the Class Vehicles contain the Ignition Switch Defect, which makes the Class Vehicles unfit for their ordinary purpose of providing safe transportation.

148. GM further breached its implied warranty of merchantability to Plaintiff and Class Members because the Class Vehicles would not pass without objection in the trade, as they contained the Ignition Switch Defect. M.G.L. Ch. 106 § 2-314(a).

149. GM further breached its implied warranty of merchantability to Plaintiff and Class Members because the Class Vehicles were not adequately contained, packaged, and labeled in that the directions and warnings that accompanied the Class

Vehicles did not adequately instruct Plaintiff or Class Members on the proper use of the Class Vehicles in light of the Ignition Switch Defect. M.G.L. Ch. 106 § 2-314(e).

150. At the time of delivery of the Class Vehicles, GM did not provide instructions and warnings to Plaintiff or Class Members to not place extra weight on their vehicles' key chains, including a fob or extra keys. In and around March of 2014, GM publicly stated that placing extra weight on the key chain of the Class Vehicles increases the chances that the Ignition Switch in the Class Vehicle will move from the "on" position and into the "accessory" or "off" position.

151. At the time of the delivery of the Class Vehicles, GM did not provide instructions and/or warnings to Plaintiff or Class Members to avoid rough, bumpy, and uneven terrain while driving. In and around March of 2014, GM publicly stated that traveling across such terrain increases the chances that the Ignition Switch in the Class Vehicle will move from the "on" position to the "accessory" or "off" position.

152. Additionally, at the time of delivery of the Class Vehicles, GM did not adequately warn Plaintiff or Class Members of the dangers of not taking the necessary steps outlined above to prevent the Ignition Switch in the Class Vehicle from moving from the "on" position to the "accessory" or "off" position while the Vehicle is in motion.

153. As a proximate result of GM's breach of the implied warranty of merchantability, Plaintiff and Class Members were damaged in the amount of, and entitled to recover, the difference in value between the Class Vehicles as warranted (their sales price) and the Class Vehicles as actually delivered (perhaps worth \$0.00)

(*i.e.*, a total refund of the full or partial purchase and/or lease price of the Class Vehicles), plus loss of use and other consequential damages arising after the date of delivery of the Class Vehicles.

154. It was not necessary for Plaintiff and each Class Member to give GM notice of GM's breach of the implied warranty of merchantability because GM had actual notice of the Ignition Switch Defect. Prior to the filing of this action, GM issued a safety recall for the Class Vehicles acknowledging the Ignition Switch Defect. GM admitted it had notice of the Ignition Switch Defect as early as 2004, and possibly as early as 2001. At the time of the safety recall, GM also acknowledged that numerous accidents and fatalities were caused by the Ignition Switch Defect. In addition to the above, the filing of this action is sufficient to provide GM notice of its breaches of the implied warranty of merchantability with respect to the Class Vehicles.

FIFTH CLAIM FOR RELIEF

(Claim for Actual Damages/Expense Reimbursement Fund)

155. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

156. This Count is brought on behalf of Plaintiff and all Class Members.

157. Plaintiff and Class Members have incurred out-of-pocket expenses and damages in attempting to rectify the Ignition Switch Defect in their Vehicles, and such expenses and losses will continue as they must take time off from work, pay for rental

cars or other transportation arrangements, child care and the myriad expenses involved in going through the recall process to correct the Defect.

158. Plaintiff and Class Members seek payment of such damages and reimbursement of such expenses under the consumer statutes and applicable law invoked in this Complaint. While such damages and expenses are individualized in detail and amount, the right of the Class members to recover them presents common questions of law. Equity and fairness to all Class members requires the establishment by court decree and administration under Court supervision of a Defendant-funded program, using transparent, consistent, and reasonable protocols, under which such claims can be made and paid, such that Defendants, not the Class members, absorb the losses and expenses fairly traceable to the recall of the vehicles and correction of the Defect.

PRAYER FOR RELIEF

Plaintiff, on his own behalf and on behalf of all others similarly situated, request the Court to enter judgment against the Defendants, as follows:

- A. an order certifying the proposed Classes designating Plaintiff as the named representatives of the Classes, and designating the undersigned as Class Counsel;
- B. a declaration that the Ignition Switches in Class Vehicles are defective;
- C. a declaration that the Defendants are financially responsible for notifying all Class Members about the defective nature of the Class Vehicles;

- D. an order enjoining Defendants to desist from further deceptive distribution, sales, and lease practices with respect to the Class Vehicles, and directing Defendants to permanently, expeditiously, and completely repair the Class Vehicles to eliminate the Ignition Switch Defect;
- E. an award to Plaintiff and Class Members of compensatory, exemplary, and statutory penalties, damages, including interest, in an amount to be proven at trial;
- F. a declaration that the Defendants must disgorge, for the benefit of Plaintiff and Class Members, all or part of the ill-gotten profits it received from the sale or lease of the Class Vehicles, or make full restitution to Plaintiff and Class Members;
- G. an award of attorneys' fees and costs, as allowed by law;
- H. an award of pre-judgment and post-judgment interest, as provided by law;
- I. leave to amend this Complaint to conform to the evidence produced at trial; and
- J. such other relief as may be appropriate under the circumstances.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable of right.

Dated: May 1, 2014

/s/ Thomas M. Greene
Thomas M. Greene, Esq. BBO# 210020
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Michael Tabb, Esq. BBO# 491310
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Attorneys for the Plaintiff

CIVIL COVER SHEET

JS 44 (Rev. 12/12)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
Colin Elliott, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Barnstable County, MA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Thomas M. Greene, Esq. and Michael Tabb, Esq., Greene LLP, One Liberty Square, Suite 1200, Boston, MA 02109, (617) 261-0040

DEFENDANTS

General Motors LLC; General Motors Holding, LLC; Delphi Automotive PLC; DPH-DAS LLC f/k/a Delphi Automotive Systems, LLC

County of Residence of First Listed Defendant Wayne County, MI
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	FEDERAL TAX SUITS	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
IMMIGRATION					
<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions					

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
18 U.S.C. § 1961 et seq.
Brief description of cause:
Use of mails and wires to execute a scheme to defraud

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ >5,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 05/01/2014 SIGNATURE OF ATTORNEY OF RECORD Thomas M. Greene

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

1. Title of case (name of first party on each side only) Colin Elliott, individually and on behalf of all others similarly situated v. General Motors LLC, et al.

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

- I. 410, 441, 470, 535, 830*, 891, 893, 895, R.23, REGARDLESS OF NATURE OF SUIT.
- II. 110, 130, 140, 160, 190, 196, 230, 240, 290,320,362, 370, 371, 380, 430, 440, 442, 443, 445, 446, 448, 710, 720, 740, 790, 820*, 840*, 850, 870, 871.
- III. 120, 150, 151, 152, 153, 195, 210, 220, 245, 310, 315, 330, 340, 345, 350, 355, 360, 365, 367, 368, 375, 385, 400, 422, 423, 450, 460, 462, 463, 465, 480, 490, 510, 530, 540, 550, 555, 625, 690, 751, 791, 861-865, 890, 896, 899, 950.

*Also complete AO 120 or AO 121. for patent, trademark or copyright cases.

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES NO

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES NO

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES NO

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES NO

7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).

YES NO

A. If yes, in which division do all of the non-governmental parties reside?

Eastern Division Central Division Western Division

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division Central Division Western Division

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES NO

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Thomas M. Greene

ADDRESS One Liberty Square, Suite 1200, Boston, MA 02109

TELEPHONE NO. (617) 261-0040

Exhibit D

1 Michael Louis Kelly - State Bar No. 82063
mlk@kirtlandpackard.com
2 Behram V. Parekh - State Bar No. 180361
bvp@kirtlandpackard.com
3 Heather M. Baker - State Bar No. 261303
hmb@kirtlandpackard.com
4 KIRTLAND & PACKARD LLP
2041 Rosecrans Avenue
5 Third Floor
El Segundo, California 90245
6 Telephone: (310) 536-1000
Facsimile: (310) 536-1001
7
8 *Counsel for Plaintiff and all
others similarly situated*

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

13 HILARIE FAVRO, on behalf of herself
and all others similarly situated,
14 Plaintiffs,
15 v.
16 GENERAL MOTORS LLC, a Delaware
17 Limited Liability Company, and DOES
1-10, inclusive,
18 Defendants.
19

) Case No.
) **CLASS ACTION**
) **COMPLAINT**
)
) **DEMAND FOR JURY TRIAL**

LAW OFFICES
KIRTLAND & PACKARD LLP

1 the certification, reporting and recall requirements of the
2 National Traffic and Motor Vehicle Act, the Transportation
3 Recall Enhancement, Accountability and Documentation Act,
4 the Clean Air Act, the California Health and Safety Code, and
5 similar laws, in each case, to the extent applicable in respect of
6 vehicles and vehicle parts manufactured or distributed by [Old
7 GM].

8 6. Further, GM expressly assumed:

9 [A]ll Liabilities arising under express written warranties of [Old
10 GM] that are specifically identified as warranties and delivered
11 in connection with the sale of new, certified used or pre-owned
12 vehicles or new or remanufactured motor vehicles parts and
13 equipment (including service parts, accessories, engines and
14 transmissions) manufactured or sold by [Old GM] or Purchaser
15 prior to or after the Closing and (B) all obligations under Lemon
16 Laws.

17 7. Due to the conditions of the Bankruptcy Sale and the withheld defects in the
18 vehicles for over a decade, Defendant is liable through successor liability for
19 the deceptive and unfair acts and omissions of Old GM, as alleged in this
20 Complaint.

21 8. Defendant is responsible for the defects (also referred to as the “Defective
22 Ignition” or “Ignition Defect” or “Ignition Switch”) in the following vehicles
23 (collectively referred to as the “Defective Vehicles”):

- 24 • 2005 - 2010 Chevrolet (“Chevy”) Cobalt
- 25 • 2006 - 2011 Chevrolet HHR
- 26 • 2007 - 2010 Pontiac G5
- 27 • 2006 - 2010 Pontiac Solstice
- 28 • 2003-2007 Saturn Ion

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- 2007 - 2010 Saturn Sky

9. Plaintiff does not know the true names or capacities of the persons or entities sued herein as DOES 1-10, inclusive, and therefore sues such Defendants by such fictitious names. Plaintiff is informed and believes, and upon such information and belief alleges, that each of the DOE Defendants is in some manner legally responsible for the damages suffered by Plaintiff and the members of the Class as alleged herein. Plaintiff will amend this Complaint to set forth the true names and capacities of these Defendants when they have been ascertained, along with appropriate charging allegations, as may be necessary.

10. At all times herein mentioned, Defendants, and each of them, were the agents, principals, servants, employees, and subsidiaries of each of the remaining Defendants, and were at all times acting within the purpose and scope of such agency, service, and employment, and directed, consented, ratified, permitted, encouraged, and approved the acts of each remaining Defendant.

FACTUAL ALLEGATIONS

11. General Motors is and has been the United States largest manufacturer of vehicles with a net revenue in 2013 of 3.8 billion dollars¹. Furthermore, Defendant touts its vehicles to be safe and reliable to all customers. Specifically, Defendant’s home-page for consumer safety states, “Developing high-quality cars, crossovers and trucks begins with the customer in mind.”

12. Moreover, General Motor’s Vehicle Safety Chief, Jeff Boyer stated, “Nothing is more important that the safety of our customers in the vehicles they drive.” After more than a decade covering up the Ignition Defect, these claims are

¹http://www.gm.com/content/gmcom/home/company/investors/earning-releases.content_pages_news_emergency_news_2014_0206-gm-reports-2013-net-income-of-3-8-billion~content~gmcom~home~company~investors~earning-releases.html

1 more fictitious than truthful.

2 13. GM's promise of safety and quality are adequately discussed on GM's
3 website which states the following:

4 "Safety and Quality First: Safety will always be a priority at
5 GM. We continue to emphasize our safety-first culture in our
6 facilities, and as we grow our business in new markets. Our
7 safety philosophy is at the heart of the development of each
8 vehicle. In addition to safety, delivering the highest quality
9 vehicles is a major cornerstone of our promise to our
10 customers. That is why our vehicles go through extreme
11 testing procedures in the lab, on the road and in our production
12 facilities prior to being offered to customers."

13 14. Since 2002, Defendant has sold millions of vehicles throughout the United
14 States and worldwide that were recently recalled due to a safety defect in the
15 Ignition Switch that Old GM knew about since 2001.

16 15. It was determined by in-house and third party engineers that the vehicle's
17 Ignition Switch can unintentionally move from the "run" position to the
18 "accessory" or "off" position when operating the vehicle. Thus resulting in a
19 loss of power, loss of vehicle speed control, loss of braking, and non-
20 deployment of the vehicle's air bags.

21 16. In 2003, an internal report documented an instance in which the service
22 technician observed a stall while driving. The service technician noted that
23 the weight of several keys on the key ring had worn out the ignition switch.
24 It was replaced and the matter was closed.²

25 17. Despite learning this about this Ignition Defect and the potential for engine
26 failure and/or loss of steering, braking and/or air bag functionality due to the
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28 ²http://www.nytimes.com/2014/03/13/business/gm-reveals-it-was-told-of-ignition-defect-in-01.html?_r=0

1 Defective Ignition switches, Defendant withheld the information and
2 continued to mass produce the vehicles with the Defective Ignition switches.

3 18. According to GM's latest admissions to the National Highway Traffic Safety
4 Administration³ ("NHTSA"), pursuant to 49 CFR § 573.6, Old GM engineers
5 encountered the problem again with the Defective Ignition switches in 2004
6 during test drives of the Chevy Colbalt, before it went on the market.

7 19. In 2004, as documented by NHTSA⁴, Old GM opened an engineering inquiry
8 known as a "Problem Resolution Tracking System Inquiry." This
9 investigation pinpointed the problem that the engineers were "able to
10 replicate this phenomenon during test drives."

11 20. Ultimately however, despite the known risks, Old GM closed the Problem
12 Resolution Tracking System Inquiry without making any changes to the
13 Defectively Ignition switches or taking any steps to inform consumers of the
14 associated risks due to the defective design.

15 21. Again in 2005 another Problem Resolution Tracking System Inquiry opened
16 and Old GM engineers again assessed the problem and proposed that Old
17 GM re-design the key head from a "slotted" to a "hole" configuration. After
18 initially approving the proposed fix, Old GM decided to not implement a fix.⁵
19 Instead, Old GM simply issued a Technical Service Bulletin advising service
20 technicians and GM dealers that the inadvertent turning of the key cylinder
21 was causing the loss of the car's electrical system.

22 22. Instead of actively informing customers and addressing the Ignition Defect,
23 Old GM chose to conceal the Ignition Defect and to wait to address the issue
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25 ³ [http://www.autoblog.com/2014/02/27/gm-ignition-recall-nhtsa-investi-
26 gation-timeliness/](http://www.autoblog.com/2014/02/27/gm-ignition-recall-nhtsa-investigation-timeliness/)

27 ⁴ [http://www-odi.nhtsa.dot.gov/acms/cs/jaxrs/download/doc/UCM45066
28 3/RCDNN-14V047-3409.pdf](http://www-odi.nhtsa.dot.gov/acms/cs/jaxrs/download/doc/UCM450663/RCDNN-14V047-3409.pdf)

⁵ March 11, 2014 Chronology Re: Recall of 2006 Chevron HHR and Pontiac Solstice, 2003-2007 Saturn Ion, and 2007 Saturn Sky Vehicles.

1 until the vehicle was brought to a dealership after experiencing the problem.
2 Old GM said that 474 customers who brought their Defective Vehicle had the
3 Ignition Switch repaired. Yet, hundreds of thousands of Defective Vehicles
4 were still on the market putting the lives of thousands at potentially life-
5 threatening risks due to the Defective Ignition.

6 23. In 2007, NHTSA investigators met with Old GM in Washington D.C. to
7 discuss occupant restraint systems. During this meeting, a NHTSA
8 representative informed Old GM representative's about a recent accident that
9 killed Marie Rose due to Ignition Switch being in the "accessory" position.
10 By the end of 2007, GM had admitted that of all the frontal collisions in the
11 Chevy Cobalt, almost half were caused by the Ignition Defect, similar to that
12 of Marie Rose.

13 24. In 2009, another Problem Resolution Tracking System Inquiry was
14 conducted regarding the Defective Ignition switch. GM engineers also
15 concluded that three more deaths had occurred due to the Defective Ignition
16 switch. Finally, after seven deaths due to the Defective Ignition switch, GM
17 was making a change to the Defective Ignition switch.

18 25. In 2011 and 2012, a GM engineers conducted various Field Performance
19 Evaluations of a group of crashes in which air bags in the 2005-2007 model
20 Chevrolet Cobalts and the 2007 Pontiac G5 were deployed during a frontal
21 impact. The engineer also examined various vehicles with model years
22 ranging form 2003-2010, including the Saturn Ion, and Chevrolet HHRs and
23 concluded that the majority of the Ignition Switches exhibited torque
24 performance below the level specified by GM for the ignition switch.

25 26. GM also admitted that the Defective Vehicles made before 2007 had the most
26 "prevalent shortfalls in performance..."⁶ Yet, nothing was reported to the
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<http://www-odi.nhtsa.dot.gov/acms/cs/jaxrs/download/doc/UCM450663/RCDNN-1>

1 public.

2 27. It wasn't until February 13, 2014, that GM decided to recall of 2005-2007
3 Chevy Cobalts and the 2007 Pontiac G5 - more than ten years after the
4 discovery of the Ignition Defect. GM admitted that at least 23 frontal-impact
5 crashes involving 2005-2007 Chevy Cobalts and 2007 Pontiac G5s, in which
6 the Defective Ignition switch caused or contributed to an air bag failure.

7 28. Onstar System, a subsidiary of General Motors that provides
8 subscription-based communications, in-vehicle security, hands free calling,
9 turn-by-turn navigation, and remote diagnostics systems, constantly
10 monitored critical systems, including the ignition switches. Onstar, submits
11 real-time performance data to GM through the "Chordiant Java Connector
12 Architecture Adapter." Thus GM had knowledge of the ignition system
13 failure in all of the OnStar equipped vehicles, but failed to disclose the
14 existence of the critical safety defect in the thousands of Defected Vehicles.

15 29. A car manufacturer, like GM and Old GM, is required to promptly report any
16 defect that is related to motor vehicle safety to the National Highway Traffic
17 Safety Administration under the Transportation Recall Enhancement,
18 Accountability and Documentation Act ("TREAD Act")⁷. Therefore, as soon
19 as GM was aware of the ignition switch defect, no later than 2004, Old GM
20 should have reported the defect to the NHTSA immediately.

21 30. GM instead decided to continue to manufacture and sell the Defective
22 Vehicles containing the faulty ignition switch, failed to report the Ignition
23 Defect to NHTSA and did not inform the unsuspecting consumers of the
24 risks.

25 31. Clarence Ditlow, the Executive Director of the Center for Auto Safety stated,
26

27 _____
4V047-3409.pdf

28 ⁷ 49 U.S.C. § 30118(c)(1),(2)

1 “GM bears complete responsibility for failing to recall these vehicles by
2 2005, when it knew what the defect was and how to fix it ...”

3 32. For over a decade, GM knew and withheld the Ignition Defect leaving its
4 consumers to bear the risks - it wasn't until 2014 that GM decided to issue a
5 recall.

6 33. In fact, it wasn't until February 7, 2014, that GM for the first time notified
7 NHTSA about the Ignition Defect, despite discovering the faulty ignition
8 switch more than a decade before. Less than a week later, GM recalled
9 619,122 vehicles.

10 34. However, GM still knew that almost two million more Defective Vehicles
11 with the Ignition Defect were still on the market, but failed to recall any of
12 those additional vehicles.

13 35. Two weeks later, GM recalled an additional 748,024 Defective Vehicles.
14 Once again, still avoiding recalling nearly a million more Defective Vehicles
15 that contained the dangerous Defective Ignition.

16 36. To date, GM has recalled 2.6 million Defective Vehicles. Yet, prior to
17 issuing the recall, GM concealed the Ignition Defect and failed to warn
18 consumers about the potential steering, braking, and/or air bag malfunctions
19 that could result in the normal operation of the vehicle.

20 37. GM bought back at least 12 Cobalts from customers who reported frequent
21 incidents in which the dealers could not fix. These buy-backs underscore the
22 lack of mandated warnings between the consumers and GM and careless
23 regard for any consumer that had purchased a Defective Vehicle.

24 38. Additionally, GM continues to maintain that the Defective Vehicles are safe
25 to drive despite its knowledge that the Defective Vehicles contain a very
26 dangerous Ignition Defect.

27 39. The following is a comprehensive time line of Old GM and GM's
28 investigations, incidents and discoveries throughout the past decade:

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- **2001:** GM detects the defect during pre-production testing of the Saturn Ion.
- **2003:** A service technician closes an inquiry into a stalling Saturn Ion after changing the key ring and noticing the problem was fixed.
- **2004:** GM recognizes the defect again as the Chevrolet Cobalt replaces the Cavalier.
- **March 2005:** GM rejects a proposal to fix the problem because it would be too costly and take too long.
- **May 2005:** A GM engineer advises the company to redesign its key head, but the proposal is ultimately rejected.
- **July 29, 2005:** Maryland resident Amber Marie Rose, 16, dies when her 2005 Chevrolet Cobalt crashes into a tree after the ignition switch shuts down the car's electrical system and the air bags fail to deploy.
- **December 2005:** GM sends dealers a bulletin stating the defect can occur when "the driver is short and has a large and/or heavy key chain ... the customer should be advised of this potential and should ... [remove] unessential items from their key chain."
- **December 2005:** GM issues a service bulletin announcing the problem, but does not issue a recall.
- **March 2007:** Safety regulators inform GM of the issues involved in Amber Rose's death; neither GM nor the safety regulators open a formal investigation.
- **April 2007:** An investigation links the fatal crash of a 2005 Chevrolet Cobalt in Wisconsin to the ignition

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defect, but regulators do not conduct an investigation.

- **September 2007:** A NHTSA official emails the agency's Office of Defects Investigation recommending a probe looking into the failure of air bags to deploy in crashes involving Chevrolet Cobalts and Saturn Ions, prompted by 29 complaints, four fatal crashes and 14 field reports.
- **Nov. 17, 2007:** The Office of Defects Investigation at NHTSA concludes that there is no correlation between the crashes and the failure of air bags to deploy, ending the proposed probe.
- **April 24, 2009:** GM says that it will scrap the Pontiac brand to invest more in Buick, Cadillac, Chevrolet and GMC.
- **June 1, 2009:** GM files for Chapter 11 bankruptcy.
- **July 10, 2009:** The U.S. Treasury purchases GM assets, giving the government primary ownership of the company.
- **February 2010:** NHTSA again recommends a probe looking into problems with air bags in Cobalts; Office of Defects Investigation again decides that there is no correlation and drops the matter.
- **2012:** GM identifies four crashes and four corresponding fatalities (all involving 2004 Saturn Ions) along with six other injuries from four other crashes attributable to the defect.
- **June 2013:** A deposition by a Cobalt program engineer says the company made a "business decision not to fix

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this problem," raising questions of whether GM consciously decided to launch the Cobalt despite knowing of a defect.

- **End of 2013:** GM determines that the faulty ignition switch is to blame for at least 31 crashes and 13 deaths.
- **Jan. 15, 2014:** Mary Barra becomes CEO of GM and the first woman to run a major automaker.
- **Jan. 31, 2014:** Barra learns of the ignition switch defect, according to GM.
- **Feb. 7, 2014:** GM notifies NHTSA "that it determined that a defect, which relates to motor vehicle safety, exists in 619,122 cars."
- **Feb. 13, 2015:** GM officially recalls 2005-2007 Chevrolet Cobalts and 2007 Pontiac G5s.
- **Feb. 25, 2014:** GM adds 748,024 more vehicles to the recall.
- **March 10, 2014:** GM hires two law firms to look into the recall, with Anton "Tony" Valukas, who investigated Lehman Brothers after the firm's 2008 collapse, leading the internal probe.
- **March 17, 2014:** GM recalls 1.55 million vans, sedans and sport utility vehicles.
- **March 17, 2014:** Barra states in a video apology that "something went very wrong" in GM's mishandling of the crisis. She says the company expected about \$300 million in expenses in the current quarter to cover the cost of repairing 3 million vehicles.
- **March 18, 2014:** GM appoints a new safety chief.

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- **March 20, 2014:** The House Energy and Commerce Committee's Subcommittee on Oversight and Investigations schedules a hearing for April 1, titled "The GM Ignition Switch Recall: Why Did It Take So Long?"
- **March 28, 2014:** GM recalls an additional 824,000 vehicles (including all model years of the Chevrolet Cobalt and HHR, the Pontiac G5 and Solstice, and the Saturn Ion and Sky), stating ignition switches could be faulty; the new total number of recalled vehicles in the U.S. is 2,191,146.
- **April 1, 2014:** GM hires Kenneth Feinberg, an attorney specializing in corporate payouts, as a consultant "to explore and evaluate options" in the automaker's response to families of the victims involved in the recall.
- **April 1-2, 2014:** Barra and NHTSA Acting Administrator David Friedman testify at House and Senate hearings on the handling of the recall. Barra apologizes to family members whose loved ones have died from the defect.
- **April 3, 2014:** Deadline for GM to respond to 107 questions from NHTSA.

40. The Ignition Defect has caused irreparable damage to Plaintiff and the putative Class. A vehicle purchased, leased, or retained with a serious safety defect is worth less than an equivalent vehicle without the defects and cost Plaintiff hundreds of dollars in repairs due to the Defective Ignition switch and the subsequent damages caused by the Defective Ignition switch.

1 41. Plaintiff and other Class members paid a premium for a vehicle that they
2 would not have paid as much, if at all, but for the withheld disclosure of the
3 Ignition Defect.

4 42. Plaintiff brings this lawsuit to recover the monetary gains taken by this
5 unlawful practice.

6 **CLASS ACTION ALLEGATIONS**

7 43. Plaintiff brings this action on behalf of herself and on behalf of all others
8 similarly situated and, as members of the Class or subclasses (collectively
9 referred to hereafter as the “Class”) defined as follows:

10 (1) California Class: The Class that Plaintiff seeks to
11 represent (“the California Class”) consists of all persons
12 who are citizens or residents of California who formerly or
13 currently own or lease one or more of any Defective
14 Vehicles made from 2003 - 2011. Excluded from the Class
15 are Defendant, any parent, subsidiary, affiliate or
16 controlled person of Defendant, as well as the officers and
17 directors of Defendant, and the immediate family member
18 of any such person. Also excluded is any judge who may
19 preside over this case.

20 (2) Nationwide Class: The Class that Plaintiff seeks to
21 represent (“the Nationwide Class”) is defined to include all
22 persons in the United States who formerly or currently own
23 or lease one or more of any Defective Vehicles made from
24 2003 - 2011. Excluded from the Class are Defendant, any
25 parent, subsidiary, affiliate or controlled person of
26 Defendant, as well as the officers and directors of
27 Defendant, and the immediate family member of any such
28 person. Also excluded is any judge who may preside over

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1 this case.

2 44. Specifically excluded from the proposed Class are Defendants, any entities in
3 which Defendants have a controlling interest, and the officers, directors,
4 affiliates, legal representatives, successors, subsidiaries and/or assigns of
5 Defendant. Also specifically excluded from the proposed Class are any
6 claims by any persons who have suffered or possess a right of action for
7 personal injury or wrongful death as a result of the Defective Ignition switch.

8 45. This action is brought and may be properly maintained as a class action
9 pursuant to the provisions of Federal Rule of Civil Procedure 23(a)(1)-(4) and
10 23(b)(1)-(3). This action satisfies the numerosity, typicality, adequacy,
11 predominance and superiority requirements of those provisions.

12 46. [Fed. R. Civ. P. 23(a)(1)] The Class is so numerous that the individual
13 joinder of all of its members is impractical. While the exact number and
14 identities of Class members are unknown to Plaintiff at this time and can only
15 be ascertained through appropriate discovery, Plaintiff is informed and
16 believes the Class includes many thousands of members. Plaintiff allege that
17 the Class may be ascertained by the records maintained by GM and its
18 network of dealerships, and/or through the records of public agencies.

19 47. [Fed. R. Civ. P. 23(a)(2)] Common questions of fact and law exist as to all
20 members of the Class which predominate over any questions affecting only
21 individual members of the Class. These common legal and factual questions,
22 which do not vary from class member to class member, and which may be
23 determined without reference to the individual circumstances of any class
24 member, include, but are not limited to, the following:

- 25 a. Whether GM engaged in the conduct alleged herein;
- 26 b. Whether GM's alleged conduct violates applicable law;
- 27 c. Whether GM was negligent in the design, manufacturing, and
28 distribution of the Defective Vehicles;

- 1 d. Whether GM designed, advertised, marketed, distributed, leased,
- 2 sold, or otherwise placed Defective Vehicles into United States
- 3 commerce;
- 4 e. Whether GM misled Class members about the safety and quality of
- 5 the Defective Vehicles;
- 6 f. Whether GM actively concealed the design defects contained in the
- 7 Defective Vehicles;
- 8 g. Whether GM's misrepresentations and omissions regarding the
- 9 safety and quality of the Defective Vehicles were likely to deceive
- 10 Class members in violation of the consumer protection statutes
- 11 alleged herein;
- 12 h. Whether Class members overpaid for their Defective Vehicle as a
- 13 result of the defects alleged herein;
- 14 i. Whether Class members are entitled to damages;
- 15 j. Whether GM's conduct alleged herein violated California's Unfair
- 16 Competition Law;
- 17 k. Whether GM's conduct alleged herein violated California's False
- 18 Advertising Act;
- 19 l. Whether GM's conduct alleged herein violated California's
- 20 Consumer Legal Remedies Act;

21 48. [Fed. R. Civ. P. 23(a)(3)] Plaintiff claims are typical of the claims of the
22 members of the Class. Plaintiff and all members of the putative Class have
23 sustained injury arising out of Defendant's common course of conduct as
24 complained of herein. The losses of each member of the Class were caused
25 directly by Defendant's wrongful conduct as alleged herein.

26 49. [Fed. R. Civ. P. 23(a)(4)] Plaintiff will fairly and adequately protect the
27 interests of the members of the Class. Plaintiff have retained attorneys
28 experienced in the prosecution of class actions, including complex consumer

1 and mass tort litigation.

2 50. [Fed. R. Civ. P. 23(b)(3)] A class action is superior to other available methods
3 of fair and efficient adjudication of this controversy, since individual
4 litigation of the claims of all Class members is impracticable. Even if every
5 Class member could afford individual litigation, the court system could not.
6 It would be unduly burdensome to the courts in which individual litigation of
7 numerous issues would proceed. Individualized litigation would also present
8 the potential for varying, inconsistent, or contradictory judgments and would
9 magnify the delay and expense to all parties and to the court system resulting
10 from multiple trials of the same complex factual issues. By contrast, the
11 conduct of this action as a class action, with respect to some or all of the
12 issues presented herein, presents fewer management difficulties, conserves
13 the resources of the parties and of the court system, and protects the rights of
14 each Class member.

15 51. [Fed. R. Civ. P. 23(b)(1)(A)] The prosecution of separate actions by
16 thousands of individual Class members would create the risk of inconsistent
17 or varying adjudications with respect to, among other things, the need for and
18 the nature of proper notice which Defendant must provide to all Class
19 members.

20 52. [Fed. R. Civ. P. 23(b)(1)(B)] The prosecution of separate actions by
21 individual class members would create a risk of adjudications with respect to
22 them that would, as a practical matter, be dispositive of the interests of the
23 other Class members not parties to such adjudications or that would
24 substantially impair or impede the ability of such non-party Class members to
25 protect their interests.

26 53. [Fed. R. Civ. P. 23(b)(2)] Defendant has acted or refused to act in respects
27 generally applicable to the Class, thereby making appropriate final and
28 injunctive relief with regard to the members of the Class as a whole.

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FIRST CAUSE OF ACTION

Civil Code § 1750 et seq.

(Violation of the Consumer Legal Remedies Act)

(By Plaintiff and the Class Against Defendant)

54. Plaintiff hereby incorporate, as if set forth in full, paragraphs 1 through 53 above.

55. The Defendant’s acts and omissions violate the following portions of the California *Consumers Legal Remedies Act*:

- *Civil Code* § 1770(a)(5) “Representing that goods or services have ... characteristics ... uses, benefits ... which they do not have ...”
- *Civil Code* § 1770(a)(7) “Representing that goods or services are of a particular standard, quality, or grade ... if they are of another”
- *Civil Code* § 1770(a)(9) “Advertising goods or services with intent not to sell them as advertised.”

56. Plaintiff and the members of the Class risk irreparable injury as a result of the Defendant’s acts and omission in violation of the CLRA and these violations present a continuing risk to the class and members of the public.

57. Pursuant to Section 1782 of the CLRA, Plaintiff intends to notify Defendant in writing of the particular violations of Section 1770 of the CLRA (the “Notice Letter”). If Defendant fails to comply with Plaintiff’s demands within thirty days of receipt of the Notice Letter, pursuant to Section 1782 of the CLRA, Plaintiff will amend this Complaint to further request damages under the CLRA.

58. Pursuant to *Civil Code* § 1780(a)(2) Plaintiff seek an order enjoining Defendant from selling any vehicles with a Defective Ignition switch in the United States which has not been revised in such a manner as to eliminate the

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possibility of disabling power steering, power brakes and air bag functionality.

59. Plaintiff further seeks restitution from Defendant for the cost paid for their unsafe and dangerous Defective Vehicle. Plaintiff, alternatively, seeks a mandatory injunction against Defendant requiring them to repair and/or replace Plaintiff and the putative Class' vehicles, at Defendant's expense, to eliminate the possibility of sudden of disabling power steering, power brakes and air bag functionality. Unless Defendant are enjoined from violations of the CLRA alleged herein, the members of the class and the general public, who lack an adequate remedy at law to deter Defendant's wrongful conduct, will be irreparably harmed.

60. Plaintiff has suffered economic damage as a result of Defendant's violations of *Civil Code* § 1770 in that she owned a vehicle which was defective and inherently dangerous, regardless of the manifestation of the defect. Plaintiff has further suffered economic damage in that her vehicle's resale value has been reduced and repair costs were much higher than they otherwise would have been.

61. As the factual allegations make clear, Defendant knew of the Defective Ignition for a long period of time and has, during this time, not only failed to correct it, but actively suppressed evidence of its existence.

62. Defendant's conduct is sufficiently blameworthy to merit the imposition of punitive damages pursuant to *Civil Code* § 1780(a)(4) to punish, deter, and make an example of Defendant. In addition, Plaintiff and the putative Class are entitled to an award of attorneys' fees and costs against Defendant pursuant to the provisions of *Civil Code* § 1780(d).

SECOND CAUSE OF ACTION

Business and Professions Code § 17200 et seq.

(Violation of the Unfair Competition Law)

(By Plaintiff and the Class Against Defendant)

63. Plaintiff hereby incorporate, as if set forth in full, paragraphs 1 through 62 above.

64. California *Business and Professions Code* § 17200 *et seq.*, also known as the California Unfair Competition Law (“UCL”), prohibits acts of “unfair competition,” including any unlawful, unfair, fraudulent or deceptive business act or practice as well as “unfair, deceptive, untrue or misleading advertising.”

65. Defendant violated and continue to violate the UCL through one or more of the following unfair, unlawful, or fraudulent practices:

- a. Selling to Plaintiff and Class members vehicles which contain a defect or design which makes them inherently more dangerous than other similar vehicles;
- b. Failing to disclose to Plaintiff and Class members that the vehicles sold to such consumers contain a defect or design which makes them inherently more dangerous than other similar vehicles;
- c. Failing to remedy the defect or design which makes Defendant’s vehicles inherently more dangerous than other similar vehicles;
- d. Failing to manufacture, distribute, and sell a product which would perform in a safe manner when used in a reasonably foreseeable manner by a reasonable consumer;
- e. Violating the other statutes and common law causes of action as alleged in the instant Complaint;

66. As a direct and proximate result of Defendant’s illegal business practices,

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1 Plaintiff and the members of the Class have suffered injury and have lost
2 money or property.

3 67. Defendant's conduct has further injured Plaintiff and Class members by
4 impairing competition within the motor vehicle markets and prevented
5 Plaintiff and Class members from making fully informed decisions about the
6 motor vehicles they purchase.

7 68. Plaintiff respectfully request that the Court enjoin Defendant from engaging
8 in the unlawful conduct alleged herein and require Defendant to:

- 9 • stop selling any vehicles with that may be disabled of the power
10 steering, power brakes and air bag functionality in the United
11 States, which has not been revised in such a manner as to
12 eliminate the possibility of the risks alleged herein;
- 13 • require Defendant to repair and/or replace Plaintiff and the
14 putative Class' vehicles, at Defendant's expense, to eliminate the
15 possibility of disabled power steering, power brakes and air bag
16 functionality;
- 17 • in the interim time period, provide immediate notice to Plaintiff
18 and Class members of the potential for disabling of the power
19 steering, power brakes and air bag functionality and provide
20 instructions for how best to mitigate the situation were it to occur;
- 21 • require Defendant to notify all affected persons affected of the
22 Court's injunction;
- 23 • require Defendant to provide restitution to Plaintiff and Class
24 members;
- 25 • award Plaintiff and/or Class members reasonable attorneys' fees
26 and expenses, and
- 27 • award such other relief as the Court may deem just and proper.

28 69. The illegal business practices described herein present a continuing threat to

1 Plaintiff, members of the Class, and members of the general public in that
2 Defendant continues to engage in these practices, and will not cease doing so
3 unless and until forced to do so by this Court. Defendant’s conduct will
4 continue to cause irreparable injury to Plaintiff and the Class unless enjoined
5 or restrained.

6 **THIRD CAUSE OF ACTION**

7 **(Business and Professions Code § 17500)**

8 **(Violation of the False Advertising Act)**

9 **(By Plaintiff and the Class Against Defendant)**

10 70. Plaintiff hereby incorporate, as if set forth in full, paragraphs 1 through 69
11 above.

12 71. *Business and Professions Code* § 17500 provides that “[i]t is unlawful for any
13 ... corporation ... with intent ... to dispose of ... personal property ... to induce
14 the public to enter into any obligation relating thereto, to make or disseminate
15 or cause to be made or disseminated ... from this state before the public in any
16 state, in any newspaper or other publication, or any advertising device, or by
17 public outcry or proclamation, or in any other manner or means whatever,
18 including over the Internet, any statement ... which is untrue or misleading,
19 and which is known, or which by the exercise of reasonable care should be
20 known, to be untrue or misleading....”

21 72. Defendant’s representations, including statements made in Defendant’s
22 television, radio, and print advertising, website, brochures, and all other
23 written and oral materials disseminated by Defendant to promote its vehicles
24 constitute advertising for purposes of this cause of action.

25 73. Such advertising contained statements which were false, misleading, or which
26 omitted material information which Defendant was under a duty to disclose
27 and which were known or should have been known to Defendant to be false,
28 misleading, or deceptive.

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1 74. As a direct and proximate result of Defendant’s misleading advertising,
2 Plaintiff and the members of the putative Class have suffered injury in fact
3 and have lost money or property.

4 75. The misleading advertising described herein presents a continuing threat to
5 Plaintiff, the Class, and members of the public in that Defendant persists and
6 continues to engage in these practices, and will not cease doing so unless and
7 until forced to do so by this Court. Defendant’s conduct will continue to
8 cause irreparable injury to plaintiff and the class unless enjoined or restrained.

9 **FOURTH CAUSE OF ACTION**

10 **(California Civil Code §§ 1791.1 & 1792)**

11 **(Consumer Warranty Protection)**

12 **(By Plaintiff and the Class Against Defendant)**

13 76. Plaintiff hereby incorporate, as if set forth in full, paragraphs 1 through 75
14 above.

15 77. Defendant impliedly warrants that its vehicles are fit for the ordinary purpose
16 for which the Defective Vehicle were sold.

17 78. The ordinary purpose for which Defendant’s Defective Vehicles are sold is to
18 provide the purchaser with a vehicle that is capable of transporting the driver
19 and passengers in reasonable safety, and without unduly endangering them or
20 members of the public.

21 79. Defendant breached its implied warranty of merchantability by selling a
22 vehicle which has a propensity to have disabled power steering, power brakes
23 and air bag functionality.

24 80. Plaintiff, and every member of the classes alleged herein, have been similarly
25 damaged as a result of this breach of warranty.

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FIFTH CAUSE OF ACTION

(Breach of Implied Warranty of Fitness For a Particular Purpose)

(By Plaintiff and the Class Against Defendant)

- 81. Plaintiff hereby incorporate, as if set forth in full, paragraphs 1 through 80 above.
- 82. GM is, and at all relevant times has been, in the business of designing, manufacturing, distributing, and selling the Defective Vehicles to consumers with the Defective Ignition.
- 83. GM knew, at the time it sold its vehicles to consumers, that such vehicles would be used by Plaintiff and putative Class members for the specific purpose of attempting to safely transport the driver and passengers from one point to another.
- 84. GM knew that consumers who purchased their vehicles relied upon Defendant's expertise and skill, judgment and knowledge in furnishing vehicles which were capable of transporting the driver and passengers of such vehicle without unreasonable risk of harm to them or to members of the general public.
- 85. GM's vehicles are not fit for that purpose in that their design or manufacture is so defective as to cause such vehicles to suddenly be disabled of the power steering, power brakes and air bag functionality.
- 86. Plaintiff, and every member of the classes alleged herein, have been similarly damaged as a result of this breach of warranty.

SIXTH CAUSE OF ACTION

(Negligence)

(By Plaintiff and the Class Against Defendant)

- 87. Plaintiff hereby incorporate, as if set forth in full, paragraphs 1 through 86 above.
- 88. Defendant had a duty to its consumers, as a manufacturer of motor vehicles,

1 to provide vehicles which, in their ordinary operation, would be safe.

2 89. Defendant also had a duty to sufficiently test their vehicles' safety before
3 selling thousands of Defective Vehicles. Defendant had further duties once it
4 was on notice by consumers of the propensity to be disabled of the power
5 steering, power brakes and air bag functionality.

6 90. Defendant breached its duty to Plaintiff and class members. Plaintiff and the
7 putative Class Members have been and are currently dealing with vehicles
8 that are inherently unsafe and more dangerous than similar vehicles
9 manufactured by other companies.

10 91. Defendant's breach proximately caused the damages to Plaintiff and putative
11 Class Members, namely that Plaintiff and Class Members have been
12 financially and economically damaged by owning vehicles which are
13 inherently unsafe, and damaged by the potential risk of injury to themselves
14 and others every time they operate their vehicles.

15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, Plaintiff, individually and on behalf of the Class, prays for
17 relief and judgment as follows:

- 18 1. For preliminary and permanent injunctive relief enjoining Defendant, its
19 agents, servants and employees, and all persons acting in concert with it, from
20 engaging in, and continuing to engage in, the unfair, unlawful and/or
21 fraudulent business practices alleged above and that may yet be discovered in
22 the prosecution of this action;
- 23 2. For certification of the putative class;
- 24 3. For restitution and disgorgement of all money or property wrongfully
25 obtained by Defendant by means of its herein-alleged unlawful, unfair, and
26 fraudulent business practices;
- 27 4. For an accounting by Defendant for any and all profits derived by Defendant
28 from its herein-alleged unlawful, unfair and/or fraudulent conduct and

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1 business practices;

2 5. An award of statutory damages according to proof, except that no damages
3 are currently sought on Plaintiff's Cause of Action regarding the Consumer
4 Legal Remedies Act at this time;

5 6. An award of general damages according to proof, except that no damages
6 are currently sought on Plaintiff's Cause of Action regarding the Consumer
7 Legal Remedies Act at this time;

8 7. An award of special damages according to proof, except that no damages
9 are currently sought on Plaintiff's Cause of Action regarding the Consumer
10 Legal Remedies Act at this time;

11 8. Exemplary damages, except that no damages are currently sought on
12 Plaintiff's Cause of Action regarding the Consumer Legal Remedies Act at
13 this time;

14 9. For attorneys' fees and expenses pursuant to all applicable laws, including,
15 without limitation, the CLRA and the common law private attorney general
16 doctrine;


17 10. For costs of suit; and

18 11. For such other and further relief as the Court deems just and proper.

19
20 DATED: May 1, 2014

21 Respectfully submitted,

22 KIRTLAND & PACKARD LLP

23
24 By: 

25 MICHAEL LOUIS KELLY
26 BEHRAM V. PAREKH
27 HEATHER M. BAKER

28 *Counsel for Plaintiff and all others similarly situated.*

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury as to all claims so triable.

DATED: May 1, 2014

Respectfully submitted,

KIRTLAND & PACKARD LLP

By: 

MICHAEL LOUIS KELLY
BEHRAM V. PAREKH
HEATHER M. BAKER

*Counsel for Plaintiff and all others similarly
situated.*

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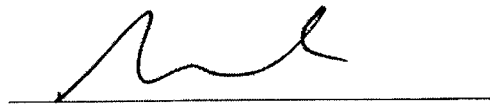
DECLARATION OF PROPER VENUE BY HILARIE FAVRO

I, Hilarie Favro, declare as follows:

1. I am a Plaintiff in this action, and am a resident and citizen of the State of California. I have personal knowledge of the facts alleged herein and, if called as a witness, I could and would testify competently thereto.

2. The Complaint in this action, filed concurrently with this Declaration, is filed in the proper place for trial under Civil Code Section 1780(d) in that Orange County is a county where Defendant does business.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Hilarie Favro

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Exhibit E

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

AMBERLYNN I. VILLA,
JACK COHEN, HELEN BELL,
CAITLYN ARMSTRONG, and
FRANK KEENAN, individually and
on behalf of others similarly situated,

Plaintiffs,

v.

GENERAL MOTORS, LLC,
GENERAL MOTORS CORPORATION,
DELPHI AUTOMOTIVE PLC, and
DPH-DAS LLC (f/k/a DELPHI
AUTOMOTIVE SYSTEMS, LLC),

Defendants.

CIVIL ACTION NO.

**COMPLAINT – CLASS ACTION
FOR INJUNCTIVE RELIEF,
EQUITABLE RELIEF, AND
DAMAGES**

JURY TRIAL DEMANDED

Plaintiffs AMBERLYNN I. VILLA, JACK COHEN, HELEN BELL, CAITLYN ARMSTRONG, and FRANK KEENAN bring this action for themselves and on behalf of all persons similarly situated who purchased or leased certain vehicles manufactured, distributed, and/or sold by GENERAL MOTORS, LLC; GENERAL MOTORS CORPORATION; or their related subsidiaries, successors, or affiliates (collectively “GM”) with defective ignition switches manufactured by DELPHI AUTOMOTIVE PLC; DPH-DAS LLC f/k/a DELPHI AUTOMOTIVE SYSTEMS, LLC; or their related subsidiaries, successors, or affiliates (collectively “Delphi”), and defective lock cylinders, as described below.

NATURE OF CLAIM

1. This case arises from the manufacture and sale of millions of defective vehicles that are unsafe to drive because:

a. the vehicles' ignition switches can spontaneously switch, or be inadvertently switched, into the "off" or "accessory" position during normal and expected vehicle operation, thereby immediately turning off the engine, and

b. the vehicles' ignition lock cylinders can fail to secure the ignition key while the ignition switch is in the "on" position, resulting in key removal while the engine is running.

2. The "Defective Vehicles" at issue in this Complaint are GM vehicles sold in the United States that were equipped at the time of sale with ignition switches (the "Ignition Switches") sharing a common, uniform, and defective design, and ignition lock cylinders (the "Lock Cylinders") sharing a common, uniform, and defective design, including the following makes and model years:

- a. 2005-2010 Chevrolet Cobalt
- b. 2006-2011 Chevrolet HHR
- c. 2007-2010 Pontiac G5
- d. 2006-2010 Pontiac Solstice
- e. 2003-2007 Saturn Ion
- f. 2007-2010 Saturn Sky.

This is not an exhaustive list as it is possible the Ignition Switches and/or Lock Cylinders were installed in other makes and models of GM vehicles sold in the United States, but not yet identified by GM or disclosed to the public.

3. The Ignition Switches in the Defective Vehicles turn on the vehicles' motor engine and main electrical systems when the key is turned to the "run" or "on" position. The Ignition Switches have several common switch points, including "RUN" (or "ON"), "OFF," and "ACC" ("accessory"). At the "run" position, the vehicle's motor engine is running and the electrical systems have been activated; at the "accessories" position the motor is turned off, and electrical power is generally supplied only to the vehicle's entertainment system; and at the "off" position, both the vehicle's engine and electrical systems are turned off. In most vehicles, a driver must intentionally turn the key in the ignition to move to these various positions.

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

5. The Ignition Switch Defect can occur at any time during normal and proper operation of the Defective Vehicles, meaning the ignition can suddenly switch off while it is moving at 65mph on the freeway, leaving the driver unable to control the vehicle.

6. The Ignition Switches are designed and manufactured by Delphi, and GM began installing them in its vehicles in 2002. Upon information and belief, Delphi knew the Ignition

Switches were defectively designed, but nonetheless continued to manufacture and sell the Ignition Switches with the knowledge that they would be used in GM vehicles, including the Defective Vehicles.

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

8. The Lock Cylinders in the Defective Vehicles are separate components from the Ignition Switches. In the Defective Vehicles, a driver must insert the vehicle's key into the Lock Cylinder and turn the key to the "on" position in order to start the vehicle's engine. In most vehicles, a driver must intentionally turn the key to the "off" position to remove the key from the vehicle's lock cylinder.

9. Because of defects in their design, the Lock Cylinders installed in the Defective Vehicles are, by their nature, loose and are susceptible to failure during normal and expected conditions. Due to faulty design, a driver can remove the ignition key from the Lock Cylinder while the Defective Vehicle's engine is still running (the "Lock Cylinder Defect"). Removing the ignition key while the engine of a vehicle is running creates a safety hazard for the vehicle's occupants as well as for persons and property in the surrounding area as the driver could exit the vehicle believing it is off, resulting in vehicle "rollaway."

10. The Lock Cylinder Defect can occur at any time during normal and proper operation of the Defective Vehicles.

11. Publicly, GM has acknowledged that it has had several hundred complaints about the Lock Cylinder Defect and that at least one accident with injuries has been caused by the Lock Cylinder Defect.

12. All persons in the United States who have purchased or leased a Defective Vehicle equipped with a defective Ignition Switch and/or defective Lock Cylinder are herein referred to as Class Members (“Class Members”).

13. All Class Members were placed at risk by the Ignition Switch Defect and Lock Cylinder Defect from the moment they first drove their vehicles. These Defects preclude all Class Members from proper and safe use of their vehicles, reduce vehicle occupant protection, and endanger Class Members and other vehicle occupants. However, no Class Members knew, or could reasonably have discovered, the Defects, prior to manifestation of the Defects during operation of the Defective Vehicles.

14. Upon information and belief, prior to the sale of the Defective Vehicles, GM knew of the Ignition Switch Defect and Lock Cylinder Defect through sources such as pre-release design, manufacturing, and field testing data; in-warranty repair data; early consumer complaints made directly to GM, collected by the National Highway Transportation Safety Administration’s Office of Defect Investigation (“NHTSA ODI”), or posted on public online vehicle owner forums; field testing done in response to those complaints; aggregate data from GM dealers; and accident data, yet despite this knowledge, GM failed to disclose and actively concealed the Ignition Switch Defect and Lock Cylinder Defect from Class Members and the public, and continued to market and advertise the Defective Vehicles as reliable and safe vehicles, which they are not.

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

16. As a result, all who purchased or leased a Defective Vehicle overpaid for their cars at the time of purchase or lease. Furthermore, GM's public disclosure of the Ignition Switch Defect and Lock Cylinder Defect has further caused the value of the Defective Vehicles to materially diminish. Purchasers or lessees of the Defective Vehicles paid more, either through a higher purchase price or higher lease payments, than they would have had the Ignition Switch Defect and Lock Cylinder Defect been disclosed prior to the purchase or lease of such vehicles.

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

PARTIES

18. Plaintiff AmberLynn I. Villa is a citizen of the state of Pennsylvania and she resides in the city of Philadelphia. Ms. Villa owns a 2006 Chevrolet Cobalt SS, which she purchased used in August 2013 from Active Auto Sales in Philadelphia. Ms. Villa's vehicle was manufactured, sold, distributed, advertised, marketed, and warranted by GM. Ms. Villa purchased her vehicle primarily for her personal, family, and household use. Approximately a month after she purchased the vehicle, the car's power failed as Ms. Villa drove it over an uneven portion of pavement on an entrance ramp to 1-95 South in Philadelphia. Ms. Villa is now frightened to drive her vehicle.

19. Plaintiff Jack Cohen is a citizen of the state of Pennsylvania and he resides in the city of Philadelphia. Mr. Cohen owns a 2009 Chevrolet HHR/LT, which he purchased new in May 2009 from Reedman Toll Chevrolet in Langhorne, Pennsylvania. Mr. Cohen's vehicle was manufactured, sold, distributed, advertised, marketed, and warranted by GM. Mr. Cohen purchased his vehicle primarily for his personal, family, and household use. Mr. Cohen, who has not received a recall notice from GM, is concerned that it would be unsafe to drive his vehicle.

20. Plaintiff Helen Bell is a citizen of the state of Pennsylvania and she resides in the city of Berwyn. Ms. Bell owns a 2005 Chevrolet Cobalt, which she purchased new from Roberts Automall/Chevrolet while it was located in Downingtown, Pennsylvania. Ms. Bell's vehicle was manufactured, sold, distributed, advertised, marketed, and warranted by GM. Ms. Bell purchased her vehicle primarily for her personal, family, and household use. Although she received a recall notice from GM, Ms. Bell has been unable to have her car repaired because the dealer has not received the necessary parts from GM. Ms. Bell is now terrified to drive her vehicle.

21. Plaintiff Caitlyn Armstrong is a citizen of the state of Pennsylvania and she resides in the city of Bensalem. Ms. Armstrong owned a 2006 Chevrolet HHR, which she purchased used in February 2013 from CHR Import Motors in Fairless Hills, Pennsylvania. Ms. Armstrong's vehicle was manufactured, sold, distributed, advertised, marketed, and warranted by GM. Ms. Armstrong purchased her vehicle primarily for her personal, family, and household use. Her vehicle was totaled in an accident in March 2014 during which her air bags failed to deploy.

22. Plaintiff Frank Keenan is a citizen of the state of Pennsylvania and he resides in the city of Drexel Hill. Mr. Keenan owns a 2006 Chevrolet Cobalt, which he purchased used in 2010 from Springfield Ford in Springfield, Pennsylvania. Mr. Keenan's vehicle was manufactured, sold, distributed, advertised, marketed, and warranted by GM. Mr. Keenan purchased his vehicle primarily for his personal, family, and household use.

23. Defendant General Motors Corporation was a Delaware corporation with its headquarters in Detroit, Michigan. The Corporation through its various entities designed, manufactured, marketed, distributed and sold Pontiac, Saturn, Chevrolet and other brand automobiles in Pennsylvania and multiple other locations in the United States and worldwide.

24. In 2009, General Motors Corporation filed for bankruptcy, and substantially all of its assets were sold pursuant to a Master Sales and Purchase Agreement ("Agreement") to General Motors, LLC.

25. Under the Agreement, General Motors, LLC, also expressly assumed certain liabilities of General Motors Corporation, including certain statutory requirements:

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

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

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

26. Defendant General Motors, LLC, is a Delaware limited liability company with its headquarters in Detroit, Michigan. General Motors, LLC, is registered with the Pennsylvania Department of State to conduct business in Pennsylvania.

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

28. Because General Motors, LLC, acquired and operated General Motors Corporation and ran it as a continuing business enterprise, and because General Motors, LLC, was aware from its inception of the Ignition Switch Defect and Lock Cylinder Defect in the Defective Vehicles, General Motors, LLC, is liable through successor liability for the acts and omissions of General Motors Corporation.

29. Defendant Delphi Automotive, PLC, is headquartered in Gillingham, Kent, United Kingdom, and is the parent company of Defendant DPH-DAS, LLC, a Delaware limited liability company formerly known as Delphi Automotive Systems, LLC. DPH-DAS, LLC, is headquartered in Troy, Michigan, and is registered with the Pennsylvania Department of State to

conduct business in Pennsylvania. Defendants Delphi Automotive, PLC, and DPH-DAS, LLC, are collectively referred to herein as “Delphi.”

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

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

32. At all times relevant herein, Delphi, through its various entities, designed, manufactured, and supplied GM with motor vehicle components, including the subject Ignition Switches.

33. GM and Delphi are collectively referred to in this Complaint as “Defendants.”

JURISDICTION AND VENUE

34. This Court has diversity jurisdiction over this action under 28 U.S.C. § 1332(a) and (d) because the amount in controversy for the Class exceeds \$5,000,000 and Plaintiffs, as well as members of the Class, are citizens of a different state than Defendants.

35. Venue is proper in this Court under 28 U.S.C. § 1391 because GM conducts substantial business in this district, Defendants have caused harm to Class Members residing in this district, and Plaintiffs Villa, Cohen, Bell, Armstrong, and Keenan reside in this district.

FACTUAL ALLEGATIONS

36. The Saturn Ion is a compact car first introduced in 2002 for the 2003 model year and discontinued in 2007.

37. The Chevrolet Cobalt is a compact car first introduced in 2004 for the 2005 model year and discontinued in 2010.

38. The Pontiac G5 was first introduced in 2004 for the 2005 model year, and was discontinued in 2010. The coupe and four-door sedan versions of the G5 were marketed in Canada from 2005 to 2010, but are not at issue in this action.

39. The Chevrolet HHR is a compact car first introduced in 2005 for the 2006 model year and discontinued in 2011.

40. The Pontiac Solstice is a sports car first introduced in 2005 for the 2006 model year and discontinued in 2010.

41. The Saturn Sky was first introduced in 2006 for the 2007 model year, and was discontinued in 2010.

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

43. The Saturn Sky and Pontiac Solstice were constructed on GM's Kappa Platform.

44. Upon information and belief, GM promoted these Defective Vehicles as safe and reliable in numerous marketing and advertising materials.

45. No reasonable consumer expects that the vehicle that he or she purchases or leases contains a known but undisclosed design defect that poses a safety risk at the time of purchase or lease.

GM's Knowledge of Vehicle Defects and Failure to Disclose or Timely Act

46. In 2001, during pre-production of the 2003 Saturn Ion, GM engineers learned that the ignition switch could unintentionally move from the "run" position to the "accessory" or "off" position. In an internal report generated at the time, GM identified the cause of the problem

as “low detent plunger force.” The “detent” is part of the ignition switch’s inner workings that keeps the switch from rotating from one setting to another unless the driver turns the key. The report stated that an “ignition switch design change” was believed to have resolved the problem.

47. In early 2002, Delphi informed GM that the ignition switch did not meet GM’s design standards. According to Delphi, GM’s original torque specifications called for a range of 15 to 25 Newton-centimeters. Testing of the original switch in 2002, however, showed only a range of 4 to 10 Newton-centimeters in most cases. According to Delphi, the torque requirements were intended to ensure that there was sufficient rotational force to keep the switch in the “run” position.

48. A replacement switch would have cost less than \$1 to produce.

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

50. In 2003, a report documented an incident with a Saturn Ion where “a service technician observed a stall while driving.” There the technician noted that the owner had several keys on the key ring and surmised that the “weight of the keys had worn out the ignition switch” and replaced the switch and closed the matter. There were also a number of reports from warranty and technical assistance data to GM beginning in 2003 that raised complaints about stalling Saturn Ions.

51. GM engineers encountered the problem again in 2004 just prior to the launch of the 2005 Chevrolet Cobalt. GM learned of an incident in which a Cobalt vehicle suddenly switched out of the “run” position and lost engine power. GM engineers were able to replicate this problem during test drives of the Cobalt. According to GM, an engineering inquiry known as

a Problem Resolution Tracking System (“PRTS”) was able to pinpoint the problem and evaluate a number of solutions; however, after considering “lead time required, cost, and effectiveness,” GM decided to do nothing.

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

53. Additional PRTS’s were opened to investigate the problem, and in May 2005, GM engineers proposed redesigning the key head from a “slotted” to a “hole” configuration to prevent inadvertent shifting of the key in the ignition. Although GM initially approved the design, the company once again declined to act.

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

55. The bulletin advised that “[t]here is potential for the driver to inadvertently turn off the ignition due to low ignition key cylinder torque/effort,” noting that risk was greater “if the

driver is short and has a large and/or heavy key chain” such that “the driver’s knee would contact the key chain while the vehicle was turning.” GM dealers were told to inform consumers of this risk, and recommend “removing unessential items from their key chain.” The bulletin also informed dealers that GM had developed an insert for the key ring so that “the key ring cannot move up and down in the slot any longer – it can only rotate on the hole” and that the key ring has been replaced by a smaller design such that “the keys [will] not hang[] as low as in the past.” GM did not consider the Ignition Switch Defect to be a safety problem because it believed vehicles were still controllable after losing power and could be restarted after shifting to neutral.

56. Also in 2005, GM began receiving complaints from consumers about keys coming out of the ignition lock cylinders in certain Defective Vehicles.

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

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

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

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

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

62. After another PRTS in 2009, GM redesigned the Chevrolet Cobalt key, changing the top of the key from a “slot” design to a “hole” design—as had been suggested in 2005. GM instituted the change after finding that consumers “with substantially weighted key chains/additional keys hanging from ignition key have experienced accidental ignition shut-off” and the design change was intended to “significantly reduce downward force and the likelihood of this occurrence.” The new key design was produced for 2010 model year.

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

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

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

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

67. In 2006, there were at least two fatalities associated with a Chevy Cobalt crash. Information from the car's data recorder indicated that the ignition switch was in "accessory" instead of run, and the front airbags failed to deploy.

68. In 2007, GM reviewed available sensor data from nine front-impact Cobalt crashes where the airbags did not deploy. GM discovered that in four of the crashes, the ignition was in the "accessory position."

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

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

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

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

2014 Recalls

73. GM failed to initiate recalls of all vehicles purportedly affected by the Ignition Switch Defect and Lock Cylinder Defect until 2014.

74. GM's failure to timely initiate the recalls is a violation of the Transportation Recall Enhancement, Accountability and Documentation Act ("TREAD Act"), which requires manufacturers to promptly notify the United States Secretary of Transportation, vehicle owners, vehicle purchasers, and vehicle dealers of any vehicle defect related to motor vehicle safety. 49 U.S.C. § 30118(c).

75. GM also failed to follow regulations implementing the TREAD Act that require manufacturers to submit a detailed report to NHTSA within 5 days of learning about a safety-related defect. 49 C.F.R. § 573.6(a)-(c).

76. First, on February 7, 2014, GM filed a Part 573 Defect Notice with the NHTSA to recall 2005 to 2007 model year Chevrolet Cobalt and 2007 Pontiac G5 vehicles. The notice identified that the “ignition switch torque performance may not meet General Motors’ specifications,” explaining that if “the key ring is carrying weight or the vehicle goes off road or experiences some other jarring event, the ignition switch may inadvertently be moved out of the ‘run’ position” and may result in deactivating the airbags. The notice did not acknowledge that the Ignition Switch Defect could occur under normal driving conditions, even when the key ring is not carrying added weight, or identify all the vehicles affected by the Ignition Switch Defect.

77. The notice also failed to indicate the full extent to which GM had been aware of the Ignition Switch Defect by suggesting that GM’s knowledge of the defect was recent, stating that “[t]he issue was presented to the Field Performance Evaluation Review Committee and on January 31, 2014, the Executive Field Action Decision Committee decided to conduct a safety recall.”

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

79. On February 25, 2014, GM amended its Part 573 Report to cover additional models and model years due to the same Ignition Switch Defect. Specifically, GM identified the 2003 to 2007 model years of the Saturn Ion, 2006 and 2007 model years of the Chevrolet HHR, 2007 model year of the Pontiac Solstice, and 2007 model year of Saturn Sky vehicles.

80. According to NHTSA Acting Administrator David Friedman, the chronology information provided by GM on February 24, 2014 “raise[d] serious questions as to the

timeliness of GM's recall." Therefore, the NHTSA opened a "timeliness query" on February 26, 2014.

81. On March 4, 2014, NHTSA issued GM a Special Order demanding that it provide additional information by April 3, 2014, on 107 specific requests, including information to "evaluate the timing of GM's defect decision making and reporting of the safety defect to NHTSA."

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

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

84. On April 8, 2014, NHTSA fined GM \$28,000—the maximum amount permitted by law—for its failure to comply with the Special Order issued on March 4, 2014. Although NHTSA demanded that GM answer 107 questions about the timing of its knowledge of the Ignition Switch Defect, GM failed to provide a single answer by April 8, 2014. According to the NHTSA, GM refused to answer even simple questions, such as whether the Ignition Switch was redesigned at any time other than 2006.

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

86. GM notified dealers of the Defective Vehicles of the recall in February and March 2014. GM also sent written notification to owners of the Defective Vehicles. The letter minimized the risk of the defect, indicating that the Ignition Switch Defect would occur only “under certain conditions” and emphasized that the risk increased if the “key ring is carrying added weight . . . or your vehicle experiences rough road conditions.” Despite the fact that some owners of the Defective Vehicles were notified of the product recall, many current or former owners report that they have not received a recall notice. Many owners report that they only became aware of the recall through the news media.

87. GM’s recall letter advised the public that the replacement ignition switches “ARE NOT CURRENTLY AVAILABLE.” During her testimony before the House Committee on Energy and Commerce, however, GM CEO Mary Barra testified that replacement ignition switches would be available beginning April 7, 2014. On April 7, 2014, multiple news outlets nonetheless reported that replacement ignition switches were not available.

88. On April 10, 2014, GM file a Part 573 Defect Notice with NHTSA recalling for the Lock Cylinder Defect the same vehicles that it had already recalled for the Ignition Switch Defect.

TOLLING OF THE STATUTE OF LIMITATIONS

Fraudulent Concealment

89. Upon information and belief, GM has known of the Ignition Switch Defect in the vehicles since at least 2001, and certainly well before Plaintiffs and Class Members purchased

the Defective Vehicles. GM has concealed from or failed to notify Plaintiffs, Class Members, and the public of the full and complete nature of the Ignition Switch Defect, even when directly asked about it by Class Members during communications with GM and GM dealers.

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

91. In 2005, GM issued a Technical Service Bulletin to dealers and service technicians directing that customers be advised to “remove unessential items from their key chains” to avoid inadvertent ignition switching, but did not identify or disclose the Ignition Switch Defect.

92. GM also stated, in 2005, that it was “rare” for the Ignition Switches in Defective Vehicles to unintentionally move from the “on” position to the “accessory” or “off” position. GM knew that this statement was untrue, but issued the statement to exclude suspicion and preclude inquiry.

93. Upon information and belief, GM has known of the Lock Cylinder Defect since at least 2005, and certainly well before Plaintiffs and most Class Members purchased the Defective Vehicles. GM has concealed from or failed to notify Plaintiffs, Class Members, and the public of the full and complete nature of the Lock Cylinder Defect, even when directly asked about it by Class Members during communications with GM and GM dealers.

94. In 2007 and 2010, GM withheld information from NHTSA when it knew that NHTSA was investigating airbag non-deployment in certain GM vehicles. Indeed, NHTSA

understood that airbag systems “were designed to continue to function in the event of a power loss during a crash.” This understanding was confirmed by available GM service literature reviewed during NHTSA’s due diligence effort. GM, however, had evidence that power loss caused by the Ignition Switch Defect could also prevent the deployment of airbags. Despite its knowledge and familiarity with NHTSA’s investigation, GM withheld this information, which delayed its recall by several years.

95. In February 2014, GM instituted a limited recall, only identifying two of the several models with the Ignition Switch Defect. The recall later expanded to include five additional model years and makes. On March 28, GM expanded the recall yet again to include all model years of each vehicle make affected by the Ignition Switch recall. GM has revealed the scope of the recall in a hazardous, piecemeal fashion, under duress from Congress and intense consumer backlash. Indeed, GM continues to inhibit government inquiries, as evidenced by the \$28,000 fine imposed by the NHTSA on April 8, 2014.

96. GM waited until April 2014 to institute a recall for the Lock Cylinder Defect.

97. Upon information and belief, there are other Defective Vehicles that have the Ignition Switch Defect and Lock Cylinder Defect that have not yet been disclosed by GM.

98. As GM CEO Mary Barra explained during testimony before the House Committee on Energy and Commerce on April 1, 2014, GM’s active concealment of the Ignition Switch Defect was the result of a “cost culture” that placed an emphasis on profits over safety. There is no doubt this “cost culture” was also the basis of GM’s failure to disclose the Lock Cylinder Defect.

99. Pursuant to 49 U.S.C. § 30118(c), GM was obligated and had a duty to disclose the Ignition Switch Defect and Lock Cylinder Defect to the NHTSA when it learned of the

Defects and/or decided in good faith that the Defective Vehicles did not comply with an applicable motor vehicle safety standard.

100. Any applicable statute of limitation has therefore been tolled by GM's knowledge, active concealment, and denial of the facts alleged herein, which behavior is ongoing.

Estoppel

101. GM was and is under a continuous duty to disclose to Plaintiffs and Class Members the true character, quality, and nature of the vehicles. GM actively concealed the true character, quality, and nature of the vehicles and knowingly made misrepresentations about the quality, reliability, characteristics, and performance of the vehicles. Plaintiffs and Class Members reasonably relied upon GM's knowing and affirmative misrepresentations and/or active concealment of these facts. Based on the foregoing, GM is estopped from relying on any statutes of limitation in defense of this action.

CLASS ACTION ALLEGATIONS

102. Plaintiffs bring this action under Federal Rules of Civil Procedure 23(a) and (b)(3) and/or (b)(2) and/or (c)(4) on behalf of themselves and a the following proposed nationwide Class:

All persons in the United States who purchased or leased one of the Defective Vehicles, which consist of 2005-2010 Chevrolet Cobalts; 2006-2011 Chevrolet HHRs; 2007-2010 Pontiac G5s; 2006-2010 Pontiac Solstices; 2003-2007 Saturn Ions; 2007-2010 Saturn Skys; and any other GM vehicle model containing the same Ignition Switch and/or Lock Cylinder as the Defective Vehicles.

103. Included within the Class is a statewide subclass of all persons who purchased or leased a Defective Vehicle in the state of Pennsylvania.

104. Excluded from the Class are: 1) Defendants, any entity or division in which Defendants have a controlling interest, and their legal representatives, officers, directors, assigns, and successors; 2) the Judge to whom this case is assigned and the Judge's staff and immediate family; 3) governmental entities; 4) those persons who have suffered personal injuries allegedly arising from a Defective Vehicle.

105. Plaintiffs reserve the right to amend the Class definition if discovery and further investigation reveal that the Class should be expanded, divided into subclasses, or modified in any other way.

106. **Numerosity and Ascertainability.** Through its recalls, GM has identified over two million Defective Vehicles that suffer from the Ignition Switch Defect and Lock Cylinder Defect. Individual joinder of all Class members would, therefore, be impracticable, and the disposition of the claims of Class members in a single action will provide substantial benefits to all parties and to the Court. Additionally, through the recall notices, and other information and records in GM's possession, custody, or control (such as sales records), the Class members are readily identifiable.

107. **Typicality.** The claims of Plaintiffs are typical of the claims of the putative Class members in that Plaintiffs' claims are typical of the claims of the Class members, and arise from the same course of conduct by Defendants. Plaintiffs, like all members of the Class, purchased or leased a Defective Vehicle designed, manufactured, and distributed by Defendants, and have been damaged accordingly.

108. **Adequate Representation.** Plaintiffs will fairly and adequately represent and protect the interests of the Class. Plaintiffs have retained counsel with substantial experience in prosecuting consumer class actions, including actions involving defective products. Plaintiffs and

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

109. **Predominance of Common Issues.** There are numerous questions of law and fact common to Plaintiffs and the Class Members that predominate over any questions that affect only individual Class Members, including:

- a. Whether the Defective Vehicles suffer from the Ignition Switch Defect;
- b. Whether the Defective Vehicles suffer from the Lock Cylinder Defect;
- c. Whether Defendants knew or should have known about the Ignition Switch Defect and, if so, how long have they known;
- d. Whether GM knew or should have known about the Lock Cylinder Defect, and, if so, how long has it known;
- e. Whether the defective nature of the Defective Vehicles constitutes a material fact reasonable consumers would have considered in deciding whether to purchase a GM vehicle;
- f. Whether Defendants had a duty to disclose the defective nature of the Defective Vehicles to Plaintiffs and Class Members;
- g. Whether Defendants omitted and failed to disclose material facts about the Defective Vehicles;
- h. Whether Defendants' concealment of the true defective nature of the Defective Vehicles induced Plaintiffs and Class Members to act to their detriment by purchasing the Vehicles; whether Defendants violated state consumer protection statutes, including, *inter alia*, the Michigan Consumer Protection Act ("MCPA"), Mich. Comp. L. Ann. § 445.903 *et seq.*,

and the Pennsylvania Unfair Trade Practices and Consumer Protection Law, § 73 Pa. Stat. Ann. § 201-1 *et seq.*;

i. Whether the Defective Vehicles were unfit for their ordinary and intended use, in violation of the implied warranty of merchantability;

j. Whether Plaintiffs and Class Members are entitled to a declaratory judgment stating that the Ignition Switches in the Defective Vehicles are defective and/or not merchantable;

k. Whether Plaintiffs and Class Members are entitled to a declaratory judgment stating that the Lock Cylinders in the Defective Vehicles are defective and/or not merchantable;

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

m. Whether Defendants should be declared responsible for notifying all Class Members of the Ignition Switch Defect and ensuring that all Defective Vehicles are recalled and repaired;

n. Whether GM should be declared responsible for notifying all Class Members of the Lock Cylinder Defect and ensuring that all Defective Vehicles are recalled and repaired; and

o. What aggregate amounts of statutory penalties, as available under the laws of Michigan and Pennsylvania, are sufficient to punish and deter Defendants and to vindicate statutory and public policy, and how such penalties should most equitably be distributed among Class members.

110. **Superiority.** A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all individuals who purchased or leased a Defective Vehicle is impracticable, and, as the damages suffered by each individual may be relatively small while the costs of litigating each individual's claim is likely to be high, individuals may be effectively prohibited from seeking legal relief but for their participation in a class action. Thus, absent a class action, Class Members will continue to incur damages, and Defendants' conduct will continue without remedy. Furthermore, the prosecution of separate actions by the individual Class members would create a risk of inconsistent or varying adjudications for individual Class members, which would establish incompatible standards of conduct for GM.

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

CAUSES OF ACTION

COUNT I—Fraudulent Concealment (On behalf of Nationwide Class against GM and Delphi)

112. Plaintiffs hereby incorporate by reference the allegations contained in paragraphs 1-111 of this Complaint.

113. This Claim is brought against GM and Delphi on behalf of the Nationwide Class.

114. As set forth above, Defendants concealed and/or suppressed material facts concerning the safety of the Defective Vehicles.

115. GM had a duty to disclose these safety issues with regard to the Ignition Switch Defect and Lock Cylinder Defect because it consistently marketed its vehicles as reliable and safe and proclaimed that GM maintains the highest safety standards. Once GM made representations to the public about safety, GM was under a duty to disclose these omitted facts, because where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

116. Delphi had a duty to disclose these safety issues with regard to the Ignition Switch Defect because it marketed its component parts as reliable and safe, and knew they were being used in vehicles that were marketed by GM to maintain the highest safety standards.

117. The GM and Delphi Defendants had a duty to disclose these omitted material facts regarding the Ignition Switch Defect because the facts were known and/or accessible only to Defendants who had superior knowledge and access to the facts, and Defendants knew these facts were not known to or reasonably discoverable by Plaintiffs and Class Members. These omitted facts were material because they directly impact the safety of the Defective Vehicles. Whether or not a vehicle ignition switch will unexpectedly and suddenly move to the “off” or “accessory” position, thereby disabling power steering, anti-lock brakes and air bag deployment while the car is in motion, are material safety concerns. Defendants possessed exclusive knowledge of the Ignition Switch Defect, which rendered the Defective Vehicles inherently more dangerous and unreliable than similar vehicles.

118. GM had a duty to disclose these omitted material facts regarding the Lock Cylinder Defect because the facts were known and/or accessible only to GM who had superior knowledge and access to the facts, and GM knew these facts were not known to or reasonably discoverable by Plaintiffs and Class Members. These omitted facts were material because they directly impact the safety of the Defective Vehicles. Whether or not a vehicle ignition key can come out of the ignition lock cylinder while the car is in running and in motion is a material safety concern. GM possessed exclusive knowledge of the Lock Cylinder Defect, which rendered the Defective Vehicles inherently more dangerous and unreliable than similar vehicles.

119. Defendants actively concealed and/or suppressed the material facts as set forth in paragraphs 115 and 116 above, in whole or in part, with the intent to induce Plaintiffs and Class Members to purchase Defective Vehicles at a higher price for the vehicles, which did not match the vehicles' true value, and in order to protect their profits by avoiding a costly recall.

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

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

122. Defendants' acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and well-being in

order to enrich Defendants. Defendants' conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT II—Violation of Magnuson-Moss Warranty Act, 15 U.S.C. §2103, et seq.
(On behalf of Nationwide Class against GM)

123. Plaintiffs hereby incorporate by reference the allegations contained in paragraphs 1-111 of this Complaint.

124. This Claim is brought against GM on behalf of the Nationwide Class under Michigan law.

125. At all times relevant hereto, there was in full force and effect the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* ("MMWA"). The MMWA provides a private right of action by purchasers of consumer products against manufacturers or retailers who, *inter alia*, fail to comply with the terms of the written, express and/or implied warranties. 15 U.S.C. § 2310(d)(1).

126. Plaintiffs and the Nationwide Class are consumers as defined in 15 U.S.C. § 2301(3). They are consumers because they are persons entitled under applicable state law to enforce against the warrantor the obligations of its implied warranty.

127. GM is a supplier and warrantor as defined in 15 U.S.C. § 2301(4) and (5).

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

129. In connection with its sales of the Defective Vehicles, GM gave an implied warranty as defined in 15 U.S.C. § 2301(7); namely, the implied warranty of merchantability.

As a part of the implied warranty of merchantability, GM warranted that the Defective Vehicles would pass without objection in the trade as designed, manufactured, and marketed; were fit for their ordinary purpose as safe passenger motor vehicles; and were adequately contained, packaged, and labeled. Mich. Comp. Laws Ann. § 440.2314(2)(a), (c), and (e), and U.C.C. § 2-314(2)(a), (c), and (e).

130. GM is liable to Plaintiffs and the Nationwide Class pursuant to 15 U.S.C. § 2310(d)(1), because it breached the implied warranty of merchantability.

131. GM breached its implied warranty of merchantability to Plaintiffs and the Nationwide Class because the Defective Vehicles were not fit for the ordinary purposes for which they are used—namely, as safe passenger motor vehicles. The Ignition Switch Defect may, among other things, unexpectedly stop the Defective Vehicles from running, and result in the vehicles' airbags not deploying in a crash event, increasing the potential for occupant injury or death. The Lock Cylinder defect may, among other things, allow the ignition keys of the Defective Vehicles to be removed while the vehicles are running, increasing the potential for occupant injury or death in a rollaway accident. These safety defects make the Defective Vehicles unfit for their ordinary purpose of providing safe transportation.

132. GM further breached its implied warranty of merchantability to Plaintiffs and the Nationwide Class because the Defective Vehicles would not pass without objection in the trade, as they contained defects that relate to motor vehicle safety due to the Ignition Switch Defect and Lock Cylinder Defect in each of the Defective Vehicles.

133. GM further breached its implied warranty of merchantability to Plaintiffs and the Nationwide Class because the Defective Vehicles were not adequately contained, packaged, and labeled. The directions and warnings that accompanied the Defective Vehicles did not

adequately instruct Plaintiffs on the proper use of the Defective Vehicles in light of the Ignition Switch Defect and Lock Cylinder Defect, or adequately warn Plaintiffs of the dangers of improper use of the Defective Vehicles.

134. At the time of the delivery of the Defective Vehicles, GM did not provide instructions and warnings to Plaintiffs to not place extra weight on their vehicles' key chains, including a fob or extra keys. According to GM, placing extra weight on the vehicles' key chain increases the chances that the Ignition Switch will unintentionally move from the "on" position to the "accessory" or "off" position.

135. At the time of the delivery of the Defective Vehicles, GM did not provide instructions and warnings to Plaintiffs to avoid rough, bumpy, and uneven terrain while driving their vehicles. Traveling across such terrain increases the chances that the Ignition Switch in the Defective Vehicles will unintentionally move from the "on" position and into the "accessory" or "off" position, especially when the key chains were weighted down with a fob, additional keys or other items.

136. At the time of the delivery of the Defective Vehicles, GM did not provide instructions and warnings to Plaintiffs to carefully avoid brushing or bumping up against their vehicles' key chains with a body part. According to GM, brushing or bumping up against the Defective Vehicles' key chains increases the chances that the Ignition Switch in the Defective Vehicles will unintentionally move from the "on" position and into the "accessory" or "off" position.

137. At the time of the delivery of the Defective Vehicles, GM did not adequately warn Plaintiffs of the dangers of not taking the necessary steps outlined above to prevent the Ignition Switches in their vehicles from unintentionally moving from the "on" position and into

the “accessory” or “off” position while in motion, including the loss of power and shutting off of the engine resulting in an increased difficulty in maneuvering the vehicles, and the lack of airbag deployment in the event of a crash and injury or death.

138. At the time of the delivery of the Defective Vehicles, GM did not provide instructions and warnings to Plaintiffs to put the Defective Vehicles with manual transmissions into reverse gear and set the parking brake before exiting the vehicle, which GM claims will prevent rollaway accidents from occurring due to the Lock Cylinder Defect.

139. At the time of the delivery of the Defective Vehicles, GM did not adequately warn Plaintiffs of the dangers of not taking the necessary steps outlined above to prevent rollaway of the Defective Vehicles in the event the vehicle’s ignition key is removed from the Lock Cylinder while the vehicle is still running.

140. Pursuant to 15 U.S.C. § 2310(d)(1), Plaintiffs and the Nationwide Class are entitled to recover the damages caused to them by GM’s breach of the implied warranty of merchantability, which damages constitute the difference in value between the Defective Vehicles as warranted (their sales prices) and the Defective Vehicles as actually delivered (perhaps worth \$0.00) (i.e, a total or partial refund of the full purchase prices of the Defective Vehicles), plus loss of use and other consequential damages arising after the date of delivery of the Defective Vehicles. In addition, pursuant to 15 U.S.C. § 2310(d)(2), Plaintiffs and the Nationwide Class are entitled to recover a sum equal to the aggregate amount of costs and expenses (including attorneys’ fees based on actual time expended) determined by the Court to have been reasonably incurred by Plaintiffs and the Nationwide Class in connection with the commencement and prosecution of this action.

**COUNT III- Violation of Michigan Consumer Protection Act, Michigan
Comp. Laws Ann., § 445.903 et seq., or the Substantially Similar
Consumer Protection Acts of the Other States**
(On behalf of Nationwide Class against GM and Delphi)

141. Plaintiffs hereby incorporate by reference the allegations contained in paragraphs 1-111 of this Complaint.

142. This Claim is brought against Defendants GM and Delphi on behalf of the Nationwide Class under Michigan law and the laws of substantially similar states.

143. At all times relevant hereto, there was in full force and effect Mich. Comp. Laws Ann. § 445.903 *et seq.* (the “MCPA”).

144. Plaintiffs and the Nationwide Class Members were “person[s]” within the meaning of the MCPA, Mich. Comp. L. Ann. § 445.902(1)(d).

145. At all relevant times hereto, Defendants were “persons” engaged in “trade or commerce” within the meaning of the MCPA, Mich. Comp. L. Ann. § 445.902(1)(d) and (g).

146. The MCPA holds unlawful “[u]nfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce.” Mich. Comp. L. Ann. § 445.902(1).

147. The practices of Defendants violate the MCPA for, *inter alia*, one or more of the following reasons:

a. Defendants represented that the Defective Vehicles had characteristics, uses, and benefits that they do not have;

b. Defendants provided, disseminated, marketed, and otherwise distributed uniform false and misleading advertisements, technical data and other information to consumers regarding the safety, performance, reliability, quality, and nature of the Defective Vehicles;

c. Defendants represented that the Defective Vehicles were of a particular standard, quality, or grade, when they were of another;

d. Defendants engaged in unconscionable commercial practices in failing to reveal material facts and information about the Defective Vehicles, which did and tended to, mislead Plaintiffs and the Class about facts that could not reasonably be known by the consumer until the February, March, and April 2014 recalls;

e. Defendants failed to reveal facts concerning the Ignition Switch Defect and Defendant GM failed to reveal facts concerning the Lock Cylinder Defect that were material to the transaction in light of representations of fact made in a positive manner;

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

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

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

148. In the event that Michigan law is not applied, Defendants' actions, as complained of herein, constitute unfair competition or unfair, unconscionable, deceptive or fraudulent acts or practices in violation of the consumer protection statutes of the fifty states.

149. Plaintiffs seek injunctive relief to enjoin Defendants from continuing their unfair and deceptive acts or; seek monetary relief against Defendants measured as the greater of (a) actual damages in an amount to be determined at trial and (b) statutory damages in the amount of

\$250 for Plaintiffs and each Class Member, reasonable attorneys' fees; and any other just and proper relief available under the Mich. Comp. L. Ann. § 445.911.

150. Plaintiffs also seek punitive damages against Defendants because they carried out despicable conduct with willful and conscious disregard of the rights and safety of others. Defendants intentionally and willfully misrepresented the safety and reliability of Defective Vehicles, deceived Plaintiffs and Class Members on life-or-death matters, and concealed material facts that only it knew, all to avoid the expense and public relations nightmare of correcting unsafe defects in the Defective Vehicles it repeatedly promised Plaintiffs and Class Members were safe. Defendants' unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

Count IV-- Breach of Implied Warranties
(On behalf of Nationwide Class against GM)

151. Plaintiffs hereby incorporate by reference the allegations contained in paragraphs 1-111 of this Complaint.

152. This Claim is brought against GM on behalf of the Nationwide Class under Michigan law.

153. In the alternative, this Claim is brought on behalf of the Pennsylvania Subclass under Pennsylvania law.

154. At all times relevant hereto, there was in full force and effect the Michigan Comp. Laws Ann. § 440.2314 and the Pennsylvania Uniform Commercial Code ("P.U.C.C."), Uniform, 13 Pa. Cons. Stat. Ann. § 1101, *et seq.*

155. GM is a "merchant" as to the Defective Vehicles within the meaning of Mich. Comp. Laws Ann. § 44.2104 and P.U.C.C., 13 Pa. Cons. Stat. Ann. § 2104. GM manufactured and sold the Defective Vehicles, which are "goods" within the meaning of these statutory

provisions. Consequently, pursuant to Mich. Comp. Laws Ann. § 440.2314 and P.U.C.C., 13 Pa. Cons. Stat. Ann. § 2314, GM impliedly warranted that the Defective Vehicles were merchantable, including that they were fit for their ordinary purposes as safe passenger vehicles, that they could pass without objection in the trade, and that they were adequately contained, packaged, and labeled.

156. GM breached its implied warranty of merchantability to Plaintiffs and the Nationwide Class and Pennsylvania Subclass because the Defective Vehicles were not fit for the ordinary purposes for which they are used—a safe passenger vehicle. Mich. Comp. Laws Ann. § 440.2314(2)(c); P.U.C.C., 13 Pa. Cons. Stat. Ann. § 2314(b)(3). Specifically, and according to GM’s representatives, the Defective Vehicles contain the Ignition Switch Defect and Lock Cylinder Defect, which make the Defective Vehicles unfit for their ordinary purpose of providing safe transportation.

157. GM further breached its implied warranty of merchantability to Plaintiffs and the Nationwide Class and Pennsylvania Subclass because the Defective Vehicles would not pass without objection in the trade, as they contained the Ignition Switch Defect and Lock Cylinder. Mich. Comp. Laws Ann. §440.2314(2)(a); P.U.C.C., 13 Pa. Cons. Stat. Ann. § 2314(b)(1).

158. GM further breached its implied warranty of merchantability to Plaintiffs and the Nationwide Class and Pennsylvania Subclass because the Defective Vehicles were not adequately contained, packaged, and labeled in that the directions and warnings that accompanied the Defective Vehicles did not adequately instruct Plaintiffs on the proper use of the Defective Vehicles in light of the Ignition Switch Defect and Lock Cylinder Defect. Mich. Comp. Laws Ann. § 440.2314(2)(e); P.U.C.C., 13 Pa. Cons. Stat. Ann. § 2314(b)(5).

159. At the time of delivery of the Defective Vehicles, GM did not provide instructions and warnings to Plaintiffs to not place extra weight on their vehicles' key chains, including a fob or extra keys. In and around March of 2014, GM publicly stated that placing extra weight on the key chain of the Defective Vehicles increases the chances that the Ignition Switch in the Defective Vehicles will move from the "on" position and into the "accessory" or "off" position.

160. At the time of the delivery of the Defective Vehicles, GM did not provide instructions and/or warnings to Plaintiffs to avoid rough, bumpy, and uneven terrain while driving. In and around March of 2014, GM publicly stated that traveling across such terrain increases the chances that the Ignition Switch in the Defective Vehicles will move from the "on" position to the "accessory" or "off" position.

161. Additionally, at the time of delivery of the Defective Vehicles, GM did not adequately warn Plaintiffs of the dangers of not taking the necessary steps outlined above to prevent the Ignition Switch in the Defective Vehicles from moving from the "on" position to the "accessory" or "off" position while the Vehicle is in motion.

162. At the time of the delivery of the Defective Vehicles, GM did not provide instructions and warnings to Plaintiffs to put the Defective Vehicles with manual transmissions into reverse gear and set the parking brake before exiting the vehicle, which GM claims will prevent rollaway accidents from occurring due to the Lock Cylinder Defect.

163. At the time of the delivery of the Defective Vehicles, GM did not adequately warn Plaintiffs of the dangers of not taking the necessary steps outlined above to prevent rollaway of the Defective Vehicles in the event the vehicle's ignition key is removed from the Lock Cylinder while the vehicle is still running.

164. As a proximate result of GM's breach of the implied warranty of merchantability, Plaintiffs and the Nationwide Class and Pennsylvania Subclass were damaged in the amount of, and entitled to recover, the difference in value between the Defective Vehicles as warranted (their sales price) and the Defective Vehicles as actually delivered (perhaps worth \$0.00) (i.e., a total refund of the full or partial purchase and/or lease price of the Defective Vehicles), plus loss of use and other consequential damages arising after the date of delivery of the Defective Vehicles.

165. It was not necessary for Plaintiffs and each Nationwide Class and Pennsylvania Subclass member to give GM notice of GM's breach of the implied warranty of merchantability because GM had actual notice of the Ignition Switch Defect and Lock Cylinder Defect. Prior to the filing of this action, GM issued safety recalls for the Defective Vehicles acknowledging the Ignition Switch Defect and Lock Cylinder Defect. GM admitted it had notice of the Ignition Switch Defect as early as 2004, and possibly as early as 2001, and that it had notice of the Lock Cylinder Defect as early as 2005. At the time of the safety recalls, GM also acknowledged that numerous accidents and fatalities were caused by the Ignition Switch Defect, and that it received several hundred complaints about the Lock Cylinder defect. In addition to the above, the filing of this action is sufficient to provide GM notice of its breaches of the implied warranty of merchantability with respect to the Defective Vehicles.

**COUNT V—Violation of Pennsylvania Unfair Trade Practices and Consumer
Protection Law, § 73 Pa. Stat. Ann. § 201-1 et seq.**
(on behalf of Pennsylvania Subclass against GM and Delphi)

166. Plaintiffs hereby incorporate by reference the allegations contained in paragraphs 1-111 of this Complaint.

167. This Claim is brought against GM on behalf of the Pennsylvania Subclass under Pennsylvania law.

168. Each Plaintiff and Class Member is a “person” within the meaning of Pennsylvania Unfair Trade Practices and Consumer Protection Law (“PCPL”), § 73 Pa. Stat. Ann. § 201-2(2).

169. Each Defendant is a “person” within the meaning of PCPL, § 73 Pa. Stat. Ann. § 201-2(2).

170. The PCPL prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce,” 73 Pa. Stat. Ann. § 201-3, including:

a. “Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have,” § 201-2(4)(v);

b. “Representing that goods or services are of a particular standard, quality or grade . . . if they are of another,” § 201-2(4)(vii);

c. “Advertising goods or services with intent not to sell them as advertised,” § 201-2(4)(ix);

d. “Engaging in any . . . fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.” § 201-2(4)(xxi).

171. Defendants' conduct, as described above, constitutes "fraudulent or deceptive conduct" within the meaning of this statute.

172. Defendants violated the PCPL when they represented, through advertising, warranties, and other express representations, that the Defective Vehicles had characteristics and benefits that they did not actually have.

173. Defendants violated the PCPL when they falsely represented, through advertising, warranties, and other express representations, that the Defective Vehicles were of certain quality or standard when they were not.

174. Defendants violated the PCPL by fraudulently concealing from and/or failing to disclose to Plaintiffs and the Pennsylvania Subclass the defects associated with the Defective Vehicles.

175. Defendants violated the PCPL by actively misrepresenting in, and/or concealing and omitting from, their advertising, marketing, and other communications, material information regarding the Defective Vehicles. The material information included:

- a. that there was a substantial risk of ignition switch failure that far exceeded the risk of such defect normally associated with similar consumer products;
- b. that the Ignition Switch Defect might not become apparent until after the warranty had expired; and
- c. that Defendants were not committed to repairing the Ignition Switch Defect if it was discovered after the warranty expired;
- d. that there was a substantial risk the ignition key could be removed from a running vehicle that far exceeded the risk of such defect normally associated with similar consumer products;

e. that the Lock Cylinder Defect might not become apparent until after the warranty had expired; and

f. that Defendants were not committed to repairing the Lock Cylinder Defect if it was discovered after the warranty expired.

176. The above-described unlawful, unfair and deceptive business practices by Defendants continue to present a threat to members of the consuming public, Plaintiffs and the Pennsylvania Subclass.

177. As a direct and proximate cause of Defendants' violations of the PCPL, Plaintiffs and members of the Pennsylvania Subclass have suffered and continue to suffer ascertainable losses and damages, in that they purchased a Defective Vehicle that contains inherent design defects about which Defendants knew prior to the sale of the Defective Vehicles.

178. Plaintiffs also seek an order enjoining Defendants' unfair and/or deceptive acts or practices, treble damages, punitive damages, attorneys' fees, filing fees, reasonable costs of suit and any other just and proper relief available under the PCPL.

COUNT VI—Claim for Actual Damages/Expense Reimbursement Fund
(on behalf of Nationwide Class against GM)

179. Plaintiffs hereby incorporate by reference the allegations contained in paragraphs 1-111 of this Complaint.

180. This Claim is brought against GM on behalf of the Nationwide Class.

181. Plaintiffs and the Class Members have incurred out-of-pocket expenses and damages in attempting to rectify the Ignition Switch Defect and Lock Cylinder Defect in their Vehicles, and such expenses and losses will continue as they must take time off from work, pay for rental cars or other transportation arrangements, child care and the myriad expenses involved in going through the recall process to correct the Defects.

182. Plaintiffs and Class Members seek payment of such damages and reimbursement of such expenses under the consumer statutes and applicable law invoked in this Complaint.

183. While such damages and expenses are individualized in detail and amount, the right of the Class Members to recover them presents common questions of law. Equity and fairness to all Class Members requires the establishment by court decree and administration under Court supervision of a Defendant-funded program, using transparent, consistent, and reasonable protocols, under which such claims can be made and paid, such that Defendants, not the Class Members, absorb the losses and expenses fairly traceable to the recall of the Defective Vehicles and correction of the Defects.

PRAYER FOR RELIEF

Plaintiffs, on behalf of themselves and all others similarly situated, request the Court to enter judgment against the Defendants, as follows:

- a. an order certifying the proposed Nationwide Class and Pennsylvania Subclass, designating Plaintiffs as the named representatives of the Class and Subclass, and designating the undersigned as Class Counsel;
- b. a declaration that the Ignition Switches in Defective Vehicles are defective;
- c. a declaration that the Lock Cylinders in Defective Vehicles are defective;
- d. a declaration that the Defendants are financially responsible for notifying all Nationwide Class Members and Pennsylvania Subclass Members about the defective nature of the Defective Vehicles;
- e. an order enjoining Defendants to desist from further deceptive distribution, sales, and lease practices with respect to the Defective Vehicles, and directing

Defendants to permanently, expeditiously, and completely repair the Defective Vehicles to eliminate the Ignition Switch Defect and Lock Cylinder Defect;

f. an award to Plaintiffs and Class and Subclass Members of compensatory, exemplary, and statutory penalties, damages, including interest, in an amount to be proven at trial;

g. a declaration that the Defendants must disgorge, for the benefit of Plaintiff and Class Members, all or part of the ill-gotten profits it received from the sale or lease of the Defective Vehicles, or make full restitution to Plaintiffs and Class and Subclass Members;

h. an award of attorneys' fees and costs, as allowed by law;

i. an award of pre-judgment and post-judgment interest, as provided by law;

j. leave to amend this Complaint to conform to the evidence produced at trial; and

k. such other relief as may be appropriate under the circumstances.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of any and all issues in this action so triable as of right.

DATED: May 1, 2014.



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Exhibit F

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF KENTUCKY
PIKEVILLE DIVISION
CASE NO. _____**

JOLENE FUGATE

PLAINTIFF

v.

GENERAL MOTORS, LLC

DEFENDANT

CLASS ACTION COMPLAINT

Plaintiff Jolene Fugate, on behalf of herself and the Class described below, brings the following claims against Defendant General Motors, LLC.

NATURE OF THE ACTION

1. This case involves Defendant's conscious decision to overlook, and in fact conceal, a deadly design defect in vehicle ignition switches in millions of GM vehicles placed on the road since 2003.

2. In making the decision to cover up the ignition switch defect for at least a decade, Defendant consciously put millions of Americans' lives at risk. Defendant knowingly placed on public streets more than one million defective vehicles with the propensity to shut down during normal driving conditions, creating a certainty of accidents, bodily harm, and death.

3. An auto manufacturer should never make profits more important than safety and should never conceal defects that exist in its vehicles from consumers or the public. Defendant's Vehicle Safety Chief, Jeff Boyer has stated that: "Nothing is more important than the safety of our customers in the vehicles they drive." Yet Defendant failed to live up to this commitment.

4. The first priority of an auto manufacturer should be to ensure that its vehicles

are safe, and particularly that its vehicles have operable ignition systems, airbags, power-steering, power brakes, and other safety features that can prevent or minimize the threat of death or serious bodily harm in a collision. In addition, an auto manufacturer must take all reasonable steps to ensure that, once a vehicle is running, it operates safely, and its critical safety systems (such as engine control, braking, and airbag systems) work properly until such time as the driver shuts the vehicle down. Moreover, an auto manufacturer that is aware of dangerous design defects that cause its vehicles to shut down during operation, or the vehicles' airbags not to deploy, must promptly disclose and remedy such defects.

5. Since at least 2003, Defendant has sold millions of vehicles throughout the United States and worldwide that have a safety defect causing the vehicle's ignition switch to inadvertently move from the "run" position to the "accessory" or "off" position during ordinary driving conditions, resulting in a loss of power, vehicle speed control, and braking, as well as a failure of the vehicle's airbags to deploy.

6. There are at least two main reasons why the GM ignition switch systems are defective. The first is that the ignition switch is simply weak and therefore does not hold the key in place in the "run position." On information and belief, the ignition switch weakness is due to a defective part known as a "detent plunger."

7. The second reason that the ignition switch systems are defective is due to the low position of the switches in the defective vehicles. That causes the keys, and the fobs that hang off the keys, to hang so low in the defective vehicles that the drivers' knees can easily bump them and inadvertently shut down the vehicle.

8. Defendant installed these faulty ignition switch systems in models from at least 2003 through at least 2011. Defendant promised that these vehicles would operate safely and reliably. This promise turned out to be false in several material respects. In reality, Defendant concealed and did not fix a serious quality and safety problem plaguing its vehicles.

9. Worse yet, the ignition switch defects in Defendant's vehicles could have been easily avoided.

10. From at least 2005 to the present, Defendant received reports of crashes and injuries that put Defendant on notice of the serious safety issues presented by its ignition switch system.

11. Yet, despite the dangerous nature of this defect and its effects on critical safety systems, Defendant concealed its existence and failed to remedy the problem.

12. Despite notice of the defect in its vehicles, Defendant did not disclose to consumers that its vehicles – which Defendant had advertised as “safe” and “reliable” for years – were in fact neither safe nor reliable.

13. Defendant’s CEO, Mary Barra, has admitted in a video message that “[s]omething went wrong with our process in this instance, and terrible things happened.”

14. This case arises from Defendant’s breach of its obligations and duties, including Defendant’s failure to disclose that, as a result of defective ignition switches, at least 2.59 million GM vehicles (and almost certainly more) may have the propensity to shut down during normal driving conditions and create an extreme and unreasonable risk of accident, serious bodily harm, and death.

15. GM’s predecessor, General Motors Corporation (“Old GM”) (sometimes, together with GM, “the Companies”) also violated these obligations and duties by designing and marketing vehicles with defective ignition switch systems, and then by failing to disclose that defect even after it became aware that the ignition switch defect was causing fatal accidents. In addition to the liability arising out of the statutory obligations assumed by GM, GM also has successor liability for the deceptive and unfair acts and omissions of Old GM because GM has continued the business enterprise of Old GM with full knowledge of the ignition switch defects.

16. The defective ignition switches were manufactured by Delphi Automotive PLC (“Delphi”). Once a subsidiary of Old GM, Delphi spun off from Old GM in 1999, and became an independent publicly held corporation.

17. Plaintiff alleges, based on information and belief, that Delphi knew its ignition

switches were defective. Nevertheless, Delphi continued to manufacture and sell the defective ignition switch systems, which it knew would be used in the vehicles of Plaintiff and the Class.

18. Plaintiff's investigation, including a review of NHTSA's complaint database, suggests that Defendant's recall does not capture all of the defective vehicles which suffer from the same or substantially similar ignition switch defects as the recalled vehicles. Plaintiff thereupon believes and alleges that the following non-recalled GM vehicles also have defective ignition switch systems: the 2005 Chevrolet Equinox, the 2006 Chevrolet Trailblazer, and the 2006 Chevrolet Monte Carlo.

19. Plaintiff brings this action for a Class of all persons in Kentucky and/or the United States who formerly or currently own or lease one or more of the following GM vehicles: (a) (The recalled vehicles): 2003-2010 Saturn Ion; 2005-2010 Chevrolet Cobalt; 2007-2010 Pontiac G5; 2006-2011 Chevrolet HHR; 2006-2010 Pontiac Solstice; and 2007-2010 Saturn Sky; and (b) (Non-recalled vehicles): the 2005 Chevrolet Equinox, the 2006 Chevrolet Trailblazer, and the 2006 Chevrolet Monte Carlo (collectively, "Defective Vehicles").

20. To the extent warranted by the developing facts, Plaintiff will further supplement the list of Defective Vehicles to include additional GM vehicles that have defective ignition switch systems, which result in a loss of vehicle speed control, loss of braking control, and airbag non-deployment.

21. The Defective Vehicles are defective and dangerous for multiple reasons, including the following (collectively, the "ignition switch defects"):

- a. Due to their weaknesses and their low placement, the ignition switches can inadvertently shut off the engine and vehicle electrical system during normal driving conditions;
- b. When the engine and the electrical system shut down, the power steering and power brakes also shut down, creating a serious risk of accident; and
- c. When the electrical system shuts down, the vehicle's airbags are

disabled, creating a serious risk of serious bodily harm or death if an accident occurs.

22. The ignition switch defects make the Defective Vehicles unreasonably dangerous. Because of the defects, the Defective Vehicles are likely to be involved in accidents and, if accidents occur, there is an unreasonable and extreme risk of serious bodily harm or death to the vehicle's occupants and others in the vicinity.

23. Defendant admits to at least 13 deaths as a result of the ignition switch defects, but the actual number is believed to be much higher.

24. The ignition switch defects present a significant and unreasonable safety risk exposing Defective Vehicle owners, their passengers and others in the vicinity to a risk of serious injury or death.

25. For many years, Defendant has known of the ignition switch defects that exist in millions of Defective Vehicles sold in the United States. However, to protect its profits and maximize sales, Defendant concealed the defects and their tragic consequences and allowed unsuspecting vehicle owners to continue driving highly dangerous vehicles.

26. Under the Transportation Recall Enhancement, Accountability and Documentation Act ("TREAD Act"), 49 U.S.C. §§ 30101-30170, and its accompanying regulations, when a manufacturer learns that a vehicle contains a safety defect, the manufacturer must promptly disclose the defect. 49 U.S.C. §§ 30118(c)(1) & (2). If it is determined that the vehicle is defective, the manufacturer must notify vehicle owners, purchasers, and dealers of the defect and must remedy the defect. 49 U.S.C. §§ 30118(b)(2)(A) & (B). Defendant also violated the TREAD Act by failing to timely inform NHTSA of the ignition switch defects and allowed cars to remain on the road with these defects. These same acts and omissions also violated various state consumer protection laws as detailed below.

27. Plaintiff and the Class have been damaged by Defendant's misrepresentations, concealment, and non-disclosure of the ignition switch defects in the Defective Vehicles, as they are now holding highly dangerous vehicles whose value has greatly diminished because of

Defendant's failure to timely disclose the serious defect.

28. Plaintiff and the Class were also damaged by the acts and omissions of Old GM for which GM is liable through successor liability because the Defective Vehicles they purchased are worth less than they would have been without the ignition switch defects.

29. Plaintiff and the Class either paid more for the Defective Vehicles than they would have had they known of the ignition switch defects, or they would not have purchased the Defective Vehicles at all had they known of the defects.

30. Plaintiff brings claims against Defendant individually and on behalf of a class of all other similarly situated purchasers of the Products for violations of Kentucky Consumer Protection Act, § 367.110 *et seq.*, breach of express warranty, breach of implied warranty of merchantability, breach of contract and common law warranty, or, in the alternative, unjust enrichment, product liability and negligent design defect, violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* ("MMWA"), fraudulent concealment, violations of the Michigan Consumer Protection Act (the "MCPA"), Mich. Comp. L. Ann. § 445.901, *et seq.*, and violations of other state statutes prohibiting unfair and deceptive acts and practices.

JURISDICTION AND VENUE

31. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2), because the proposed class has more than 100 members, the class contains at least one member of diverse citizenship from Defendant, and the amount in controversy exceeds \$5 million.

32. The Court has personal jurisdiction over Defendant because Defendant is authorized to, and conducts substantial business in Kentucky, generally, and this District, specifically. Defendant has marketed, promoted, distributed, and sold the Defective Vehicles in Kentucky.

33. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2), because a substantial part of the events and omissions giving rise to this action occurred in this District as the Defect in Plaintiff's vehicle manifested itself within this District.

34. To the extent there is any contractual or other impediment to pursuit of these claims on a class action basis, Plaintiff specifically alleges, and will prove, if necessary, that any bar to class action proceedings is unconscionable, unfair and against public policy.

PARTIES

35. Plaintiff Jolene Fugate (“Fugate”) is a citizen of the Commonwealth of Kentucky, residing in the city of Isom. Plaintiff purchased a 2006 Saturn Ion (“the Ion”). Plaintiff chose the 2006 Ion, in large part, because she wanted a safely designed and manufactured vehicle and chose the Ion because of its reputation for safety. Plaintiff saw advertisements for Old GM vehicles before she purchased the Ion. Plaintiff recalls that safety and quality were consistent themes in the advertisements she saw. These representations about safety and quality influenced Plaintiff’s decision to purchase the Ion. Plaintiff experienced the ignition switch defect described by the GM recall. Plaintiff did not learn of the ignition switch defects recall until around March 2014. Had Old GM and/or Defendant disclosed the ignition switch defects, Plaintiff would not have purchased the Ion and would not have retained the vehicle once the defect was announced.

36. Defendant General Motors is a Delaware limited liability company with its principal place of business located at 300 Renaissance Center, Detroit, Michigan, 48265. Defendant was incorporated in 2009 and on July 10, 2009, acquired substantially all assets and assumed certain liabilities of General Motors Corporation (“Old GM”) through a Section 363 sale under Chapter 11 of the US Bankruptcy Code. Defendant manufactures and distributes the Defective Vehicles from its Michigan manufacturing plants to consumers in Kentucky and throughout the United States.

37. Among the liabilities and obligations expressly retained by Defendant after the bankruptcy are the following:

From and after the Closing, Purchaser [GM] shall comply with the certification, reporting and recall requirements of the National Traffic and Motor Vehicle Act, the Transportation Recall Enhancement, Accountability and Documentation Act, the Clean Air Act, the California Health and Safety Code, and similar laws, in each

case, to the extent applicable in respect of vehicles and vehicle parts manufactured or distributed by [Old GM].

38. Defendant also expressly assumed:

all Liabilities arising under express written warranties of [Old GM] that are specifically identified as warranties and delivered in connection with the sale of new, certified used or pre-owned vehicles or new or remanufactured motor vehicle parts and equipment (including service parts, accessories, engines and transmissions) manufactured or sold by [Old GM] or Purchaser prior to or after the Closing and (B) all obligations under Lemon Laws.

39. Because Defendant acquired and operated Old GM and ran it as a continuing business enterprise, and because Defendant was aware from its inception of the ignition switch defects in the Defective Vehicles, Defendant is liable through successor liability for the deceptive and unfair acts and omissions of Old GM, as alleged in this Complaint.

THE IGNITION SWITCH DEFECTS IN THE DEFECTIVE VEHICLES

40. Given the importance that a vehicle and its electrical operating systems remain operational during ordinary driving conditions, it is imperative that an auto manufacturer ensures its vehicles remain operational from the time the driver starts the vehicle until the driver intentionally shuts down the vehicle. With respect to the Defective Vehicles, GM has failed to do so.

41. In the Defective Vehicles, the ignition switch defects can cause the vehicle's engine and electrical system to shut off, disabling the power steering and power brakes and causing non-deployment of the vehicle's airbags in the event of an accident.

42. The ignition switch systems in the Defective Vehicles are defective in at least two major respects. The first is that the switches are simply weak because of a faulty "detent plunger"; the switch can inadvertently move from the "run" to the "accessory" or "off" position. The second defect is that, due to the low position of the ignition switch, the driver's knee can easily bump the key (or the hanging fob below the key), and cause the switch to inadvertently move from the "run" to the "accessory" or "off" position.

43. The Defective Vehicles are, therefore, unreasonably prone to be involved in accidents, and those accidents are unreasonably likely to result in serious bodily harm or death to

the drivers and passengers of the Defective Vehicles, as well as to other vehicle operators and pedestrians.

DEFENDANT KNEW OF THE IGNITION SWITCH DEFECTS FOR YEARS, BUT CONCEALED THE DEFECTS FROM PLAINTIFF AND THE CLASS

44. Alarming, both Old GM and GM knew of the deadly ignition switch defects and their dangerous consequences for many years, but concealed their knowledge from Defective Vehicle owners.

45. For example, on July 29, 2005, Amber Marie Rose, age 16, died after her 2005 Chevrolet Cobalt crashed and the airbag failed to deploy. Ms. Rose’s death is the first known of the hundreds of deaths and injuries attributable to the ignition switch defects. Ms. Rose’s death was an early warning in what would become a decade-long failure by Old GM and GM to address the ignition switch problem.

46. Another incident involved 16-year old Megan Phillips. Ms. Phillips was driving a 2005 Chevrolet Cobalt that crashed in Wisconsin in 2006, killing two of her teenage friends when the car left the road and hit a clump of trees. NHTSA investigators found that the key had moved from the “run” to the “accessory” position, turning off the engine and disabling the vehicle’s airbags before impact. According to Ms. Phillips, the families of her deceased friends blamed her and refused to speak with her; only after the recall was finally announced did they begin communicating. As he stated, “I don’t understand why [GM] would wait 10 years to say something. And I want to understand it but I never will.”¹

47. Rather than publicly admitting the dangerous safety defects in the Defective Vehicles, the Companies attempted to attribute these and other incidents to “driver error.” Every year from 2005 to 2012, first Old GM and then GM received reports of deaths in Cobalts involving steering and/or airbag failures, including:

¹ “Owners of Recalled GM Cars Feel Angry, Vindicated,” REUTERS (Mar. 17, 2014).

- 2005: 26 Cobalt Death and Injury Incidents, including 1 death citing Airbag as component involved.
- 2006: 69 Cobalt Death and Injury Incidents, including 2 deaths citing Airbag as component involved and 4 deaths citing Unknown component.
- 2007: 87 Cobalt Death and Injury Incidents, including 3 deaths citing Airbag as component involved.
- 2008: 106 Cobalt Death and Injury Incidents, including 1 death citing Airbag as component involved and 2 deaths citing Unknown component.
- 2009: 133 Cobalt Death and Injury Incidents, including 1 death citing Airbag as component involved, 1 death citing Service Brake as component involved, 1 death citing Steering as component involved, and 2 deaths citing Unknown component.
- 2010: 400 Cobalt Death and Injury Incidents, including 2 deaths citing Airbag as component involved, 12 deaths citing Steering as component involved, and 1 death citing Unknown component.
- 2011: 187 Cobalt Death and Injury Incidents, including 2 deaths citing Airbag as component involved, 2 deaths citing Steering as component involved, and 1 citing Unknown component.
- 2012: 157 Cobalt Death and Injury Incidents, including 5 deaths citing Airbag as component involved, and 4 deaths citing Steering as component involved.

48. GM now admits that Old GM learned of the ignition switch defects as early as 2001. During the pre-production development of the Saturn Ion, Old GM engineers learned that the ignition could inadvertently move from the “Run” position to the “Accessory” or “Off” position. Old GM claimed that a switch design change “had resolved the problem.”²

49. In 2003, an internal report documented an instance in which the service technician observed a stall while driving. The service technician noted that the weight of several keys on

² “G.M. Reveals It Was Told of Ignition Defect in ‘01,” D. Ivory, NEW YORK TIMES (Mar. 12, 2014).

the key ring had worn out the ignition switch. The switch was replaced and the matter was closed.³

50. According to GM's latest chronology submitted to NHTSA pursuant to 49 C.F.R. § 573.6, Old GM engineers encountered the problem again in 2004 during test drives of the Chevy Cobalt, before it went to market.

51. Old GM opened an engineering inquiry, known as a "Problem Resolution Tracking System inquiry" ("PRTS"), to investigate the issue. According to the chronology provided to NHTSA by GM, engineers pinpointed the problem and were "able to replicate this phenomenon during test drives."

52. According to GM, the PRTS engineers "believed that low key cylinder torque effort was an issue and considered a number of potential solutions." But after considering cost and the amount of time it would take to develop a fix, Old GM did nothing.

53. Gary Altman, program engineering manager for the 2005 Cobalt, admitted that Old GM's engineering managers knew about ignition-switch problems in the vehicle that could disable power steering, power brakes and airbags, but launched the vehicle anyway because they believed that the vehicles could be safely coasted off the road after a stall. Altman insisted that "the [Cobalt] was maneuverable and controllable" with the power steering and power brakes inoperable, though he did not attempt to explain why the vehicle would not require an operable airbag. Needless to say, hapless Cobalt purchasers were not informed of Old GM's decision to release the vehicle notwithstanding its knowledge of the ignition switch defect.

54. As soon as the 2005 Cobalt hit the market, Old GM almost immediately started getting complaints about sudden loss of power incidents, "including instances in which the key moved out of the 'run' position when a driver inadvertently contacted the key or steering column."⁴ Old GM opened additional PRTS inquiries.

³ *Id.*

⁴ March 11, 2014, Chronology Re: Recall of 2006 Chevron HHR and Pontiac Solstice, 2003-2007 Saturn Ion, and 2007 Saturn Sky Vehicles, at 1.

55. In another PRTS opened in May 2005, Old GM engineers again assessed the problem and proposed that GM re-design the key head from a “slotted” to a “hole” configuration, in order to make the key and key fob hang higher in the vehicle and therefore make it less likely that a driver’s knee would inadvertently shut down the vehicle. After initially approving the proposed partial fix, Old GM reversed course and again declined to even attempt to implement a fix.⁵

56. Instead, in October 2005, Old GM simply issued a Technical Service Bulletin (“TSB”) advising service technicians and GM dealers that the inadvertent turning of the key cylinder was causing the loss of power in the vehicles’ electrical system.

57. Rather than disclosing the true nature of the defects and correcting them, under the TSB, Old GM gave customers who brought in their vehicle complaining about the issue “an insert for the key ring so that it goes from a ‘slot’ design to a hole design” to prevent the key and fob from moving up and down in the slot. “[T]he previous key ring” was “replaced with a smaller” one; this change was supposedly able to keep the keys from hanging as low as they had in the past.⁶ According to GM’s records, Old GM dealers provided key inserts to 474 customers who brought their vehicles into dealers for service.⁷

58. Yet there was no recall. And, not surprisingly, Old GM continued to get complaints.

59. In 2006, Old GM approved a design change for the Cobalt’s ignition switch supplied by Delphi. The new design included “the use of a new detent plunger and spring that increased torque force in the ignition switch.” But the new design was not produced until the 2007 model year.⁸

60. In what a high-level engineer at Old GM now calls a “cardinal sin” and “an extraordinary violation of internal processes,” Old GM changed the part *design but kept the old*

⁵ *Id.*

⁶ *Id.* at 1-2.

⁷ *Id.* at 3.

⁸ *Id.* at 2.

part number. That makes it impossible to determine from the part number alone which GM vehicles produced after 2007 contain the defective ignition switches.

61. In 2007, NHTSA investigators met with Old GM to discuss its airbags, and informed Old GM of the July 2005 frontal and fatal crash involving Amber Marie Rose.

62. As alleged above, the airbags in Ms. Rose's 2005 Cobalt did not deploy. Data retrieved from her vehicle's diagnostic system indicated that the ignition was in the "accessory" position. Old GM investigated and tracked similar incidents.

63. By the end of 2007, by GM's own admission, Old GM knew of 10 frontal collisions in which the airbag did not deploy. Plaintiff believes that Old GM actually knew of many other similar incidents involving the ignition switch defects.

64. At a May 15, 2009 meeting, GM engineers learned that data in the black boxes of Chevrolet Cobalt vehicles showed that the dangerous ignition switch defects existed in hundreds of thousands of Defective Vehicles. But still GM did not reveal the defect to NHTSA, Plaintiff or the Class.

65. After the May 15, 2009 meeting, GM continued to get complaints of unintended shut down and continued to investigate frontal crashes in which the airbags did not deploy.

66. After the May 15, 2009 meeting, GM told the families of accident victims and Defective Vehicle owners that it did not have sufficient evidence to conclude that there was any defect in the Defective Vehicles. In one case involving the ignition switch defects, GM threatened to sue the family of an accident victim for reimbursement of its legal fees if the family did not dismiss its lawsuit. In another, GM sent the victim's family a terse letter, saying there was no basis for any claims against GM. These statements were part of GM's continuation of the campaign of deception begun by Old GM.

67. According to GM, it was not until 2011 and 2012 that GM's examinations of switches from vehicles that had experienced crashes revealed significant design differences in the torque performance of ignition switches from the 2005 Cobalt vehicles and those from the 2010 model year, the last year of the Cobalt's production.

68. GM responded by blaming the supplier for the switch design.

69. In 2014, after numerous assessments and facing increasing scrutiny of its conduct and the defects in its vehicles, GM finally announced a recall for the 2003-2007 Chevrolet Cobalt and 2005-2007 Pontiac G5 vehicles.

**DEFENDANT WAITED UNTIL 2014 TO
FINALLY ORDER A RECALL OF THE DEFECTIVE VEHICLES**

70. After analysis by GM's Field Performance Review Committee and the Executive Field Action Decision Committee ("EFADC"), the EFADC finally ordered a recall of some of the Defective Vehicles on January 31, 2014.

71. Initially, GM's EFADC ordered a recall of only the Chevrolet Cobalt and Pontiac G5 for model years 2005-2007.

72. After additional analysis, the EFADC expanded the recall on February 24, 2014, to include the Chevrolet HHR and Pontiac Solstice for model years 2006 and 2007, the Saturn Ion for model years 2003-2007, and the Saturn Sky for model year 2007.

73. Most recently, on March 28, 2014, GM expanded the recall a third time, to include Chevrolet Cobalts, Pontiac G5s and Solstices, Saturn Ions and Skys from the 2008 through 2010 model years, and Chevrolet HHRs from the 2008 through 2011 model years.

74. GM provided dealers with notice of the recalls on February 26, 2014, March 4, 2014, and March 28, 2014, and mailed letters to some of the current owners of the Defective Vehicles on March 10 and March 11, 2014.

75. To date, GM has *not* pledged to remedy the fact that the key and fob in the Defective Vehicles hang dangerously low, leading to an unreasonable risk that the driver's knee will inadvertently shut down the Defective Vehicles during ordinary driving conditions.

76. In a video message addressed to GM employees on March 17, 2014, CEO Mary Barra admitted that the Company had made mistakes and needed to change its processes.

77. According to Ms. Barra, “Something went terribly wrong in our processes in this instance, and terrible things happened.” Barra went on to promise, “[w]e will be better because of this tragic situation if we seize this opportunity.”⁹

78. GM now faces an investigation by NHTSA, hearings in both the U.S. House and Senate, and a probe by the Department of Justice.

79. While GM has now appointed a new Vehicle Safety Chief, on information and belief, at least 2.59 million potentially Defective Vehicles remain on the road to this day; and, on information and belief, other vehicles not yet acknowledged by GM also have the deadly ignition switch defects.

DEFENDANT HAS NOT RECALLED ALL THE DEFECTIVE VEHICLES

80. Plaintiff’s research, including a review of NHTSA’s complaint database, suggests that GM’s recall does not capture all of the Defective Vehicles. Plaintiff thereupon believes and alleges that the following additional non-recalled GM vehicles also have defective ignition switches: the 2005 Chevrolet Equinox, the 2006 Chevrolet Trailblazer, and the 2006 Chevrolet Monte Carlo.

81. Plaintiff owned a 2006 Saturn Ion. This make and model was included in GM’s ignition switch recall.

82. On information and belief, in marketing and advertising materials, Old GM and GM consistently promoted all their vehicles, including the Defective Vehicles, as safe and reliable.

83. For example, under a section captured “safety,” Old GM’s website for its Chevrolet brand stated in 2005:

OUR COMMITMENT

Your family’s safety is important to us. Whether it’s a short errand around town or a cross-country road trip, Chevrolet is committed to keeping you and your family safe – from the start of your journey to your destination.

⁹ “Something Went ‘Very Wrong’ at G.M., Chief Says.” N.Y. TIMES (Mar. 18, 2014).

That's why every Chevrolet is designed with a comprehensive list of safety and security features to help give you peace of mind....

84. One Cobalt ad promised, "Side curtain airbags coupled with OnStar makes every journey the safest possible to assure that you and your occupants will stay safe at all times."

85. An ad for the 2006 Solstice promises that the vehicle "[b]rings power and defines performance."

86. A 2003 television spot for the Saturn vehicle closed with the tagline "Specifically engineered for whatever is next." Another 2003 spot closed with the tagline "Saturn. People first."

87. A 2001 print ad touting the launch of the Saturn focused on safety: "Need is where you begin. In cars, it's about things like reliability, durability and, of course, safety. That's where we started when developing our new line of cars. And it wasn't until we were satisfied that we added things...."

88. Once GM came into existence, it continued to stress the safety and reliability of all its vehicles, including the Defective Vehicles.

89. For example, GM's Chevrolet brand ran television ads in 2010 showing parents bringing their newborn babies home from the hospital, with the tagline "As long as there are babies, there'll be Chevys to bring them home."

90. Another 2010 television ad informed consumers, "Chevrolet's ingenuity and integrity remain strong, exploring new areas of design and power, while continuing to make some of the safest vehicles on earth."

91. Old GM and GM made these representations to boost vehicle sales and maximize profits while knowing that the ignition switches in the Defective Vehicles were defective.

92. Throughout the relevant period, Old GM and GM possessed vastly superior knowledge and information to that of consumers – if not exclusive information – about the design and function of the ignition switches in the Defective Vehicles and the existence of the defects in those vehicles.

93. Old GM and GM never informed consumers about the ignition switch defects.

THE IGNITION SWITCH DEFECTS HAVE HARMED PLAINTIFF AND THE CLASS

94. The ignition switch defects have caused damage to Plaintiff and the Class.

95. A vehicle purchased, leased, or retained with a serious safety defect is worth less than the equivalent vehicle leased, purchased, or retained without the defect.

96. A vehicle purchased, leased, or retained under the reasonable assumption that it is safe is worth more than a vehicle known to be subject to the unreasonable risk of catastrophic accident because of the ignition switch defects.

97. Purchasers and lessees paid more for the Defective Vehicles, through a higher purchase price or higher lease payments, than they would have had the ignition switch defects been disclosed. Plaintiff and the Class overpaid for their Defective Vehicles. Because of the concealed ignition switch defects, Plaintiff did not receive the benefit of the bargain.

98. Class members who purchased new or used Defective Vehicles after the date Defendant came into existence – July 10, 2009 – overpaid for their Defective Vehicles as a direct result of Defendant’s ongoing violations of the TREAD Act and state consumer protection laws by failing to disclose the existence of the ignition switch defects.

99. Plaintiff and the Class became stuck with unsafe vehicles that are now worth less than they would have been but for the Companies’ failure to disclose and remedy the ignition switch defects. Because of the defect and the wreck, Plaintiff has lost the use and enjoyment of this vehicle, and even if the car is repaired, the value of the car is lower because of the recall and defect. Plaintiff has been forced to incur additional, unplanned expenses because of the loss of the car.

100. Defendant admits to at least 13 deaths resulting from accidents linked to the ignition switch defects in the Defective Vehicles. However, Plaintiff believes that the actual number is much higher, and that there may have been hundreds of deaths and injuries attributable to the ignition switch defects.

101. If Old GM or GM had timely disclosed the ignition switch defects as required by the MCPA, the TREAD Act, and the State consumer protection laws set forth below, all Class members' vehicles would now be worth more.

SUCCESSOR LIABILITY

102. As discussed above, GM expressly assumed certain obligations under, *inter alia*, the TREAD Act, and is liable for its non-disclosure and concealment of the ignition switch defects from the date of its formation on July 10, 2009.

103. GM also expressly assumed liability for Lemon Law claims in the Master Sale and Purchase Agreement of June 26, 2009.

104. GM has successor liability for Old GM's acts and omissions in the marketing and sale of the Defective Vehicles because it has continued the business enterprise of Old GM, for the following reasons:

- GM admits that it knew of the ignition system defects from the very date of its formation;
- GM's current CEO, Mary Barra, began working at Old GM in 1980, and in February 2008 she became Vice President of Global Manufacturing Engineering, in which position she knew or should have known of the ignition switch defects;
- GM's Rule 30(b)(6) deponent concerning complaints Old GM and GM received about ignition switch defects in the Cobalt, Victor Hakim, worked at Old GM from 1971 until the end of Old GM, and now is a "Senior Manager/Consultant" in the "field performance assessment" department, further demonstrating GM's longstanding knowledge of the ignition switch defects.
- GM has continued in the business of designing, manufacturing, and marketing vehicles, including at least some of the same vehicles as Old GM;

- GM retained the bulk of the employees of Old GM; GM acquired owned and leased real property of Old GM, including all machinery, equipment, tools, information technology, product inventory, and intellectual property;
- GM acquired the contracts, books, and records of Old GM; and
- GM acquired all goodwill and other intangible personal property of Old GM.

TOLLING OF THE STATUTES OF LIMITATION

105. All applicable statutes of limitation have been tolled by GM's knowing and active fraudulent concealment and denial of the facts alleged herein. Plaintiff and Class members did not discover, and did not know of facts that would have caused a reasonable person to suspect, that Old GM and GM did not report information within their knowledge to federal authorities (NHTSA) or consumers, nor would a reasonable and diligent investigation have disclosed that Old GM and GM had information in their possession about the existence and dangerousness of the defect and opted to conceal that information until shortly before this class action was filed.

106. Indeed, Old GM instructed its service shops to provide Defective Vehicle owners with a new key ring if they complained about unintended shut down, rather than admit what Old GM knew: that the ignition switches were dangerously defective and warranted replacement with a properly designed and built ignition system.

107. In April 2006, some eight years before the first recall of some Defective Vehicles, Old GM internally authorized a redesign of the defective ignition switch. Yet, as part of Old GM's concealment of the defect, GM redesigned the part but kept the old part number. According to one of the high-level Old GM engineers at the time, "Changing the fit, form or function of a part without making a part number change is a cardinal sin. It would have been an extraordinary violation of internal processes."¹⁰

108. Old GM and GM were, and GM remains, under a continuing duty to disclose to NHTSA, Plaintiff, and the Class the true character, quality, and nature of the Defective Vehicles;

¹⁰ "‘Cardinal sin’: Former GM engineers say quiet ‘06 redesign of faulty ignition switch was a major violation of protocol." Automotive News (Mar. 26, 2014).

that this defect is based on dangerous, inadequate, and defective design and/or substandard materials; and that it will require repair, poses a severe safety concern, and diminishes the value of the Defective Vehicles.

109. Because of the active concealment by Old GM and GM, any and all limitations periods otherwise applicable to Plaintiff's claims have been tolled and GM is estopped from relying on any statutes of limitation in their defense of this action.

CLASS ACTION ALLEGATIONS

110. Plaintiff seeks relief in her individual capacity and seeks to represent a class consisting of all others who are similarly situated. Pursuant to Fed. R. Civ. P. 23(a) and (b)(2) and/or (b)(3), Plaintiff seeks certification of a class initially defined as follows:

All persons in Kentucky and the United States who formerly or currently own or lease one or more of the following GM vehicles: (a) 2003-2010 Saturn Ion; 2005-2010 Chevrolet Cobalt; 2007-2010 Pontiac G5; 2006-2011 Chevrolet HHR; 2006-2010 Pontiac Solstice; and 2007-2010; Saturn Sky; and (b) (Non-recalled vehicles): the 2005 Chevrolet Equinox, the 2006; Chevrolet Trailblazer, and the 2006 Chevrolet Monte Carlo.

111. Excluded from the Class are Defendant and its subsidiaries and affiliates, Defendant's executives, board members, legal counsel, the judges and all other court personnel to whom this case is assigned, their immediate families, and those who purchased the Product for the purpose of resale.

112. Plaintiff reserves the right to amend or modify the Class definition with greater specificity or division into subclasses after they have had an opportunity to conduct discovery.

113. Numerosity. Fed. R. Civ. P. 23(a)(1). The Class is so numerous that joinder of all members is unfeasible and not practicable. While the precise number of Class members has not been determined at this time, Plaintiff is informed and believes that many millions of consumers have purchased or leased the Defective Vehicles.

114. Commonality. Fed. R. Civ. P. 23(a)(2) and (b)(3). There are questions of law and fact common to the Class, which predominate over any questions affecting only individual Class members. These common questions of law and fact include, without limitation:

- a. Whether the Defective Vehicles suffer from ignition switch defects;
- b. Whether Defendant violated the Kentucky Consumer Protection Act KRS § 367.110, *et seq.*;
- c. Whether Defendant was negligent;
- d. Whether Defendant fraudulently concealed the ignition switch defects;
- e. Whether Defendant is liable for a design defect;
- f. Whether Defendant violated the MMWA, 15 U.S.C. § 2301, *et seq.*;
- g. Whether Defendant violated KRS § 355.2-313
- h. Whether Defendant the MCPA, Mich. Comp. L. Ann. § 445.901, *et seq.*;
- i. Whether Defendant violated the other state statutes prohibiting unfair and deceptive acts and practices; and
- j. The nature of the relief, including equitable relief, to which Plaintiff and the Class members are entitled.

115. Typicality. Fed. R. Civ. P. 23(a)(3). Plaintiff's claims are typical of the claims of the Class. Plaintiff and all Class members were exposed to uniform practices and sustained injury arising out of and caused by Defendant's unlawful conduct.

116. Adequacy of Representation. Fed. R. Civ. P. 23(a)(4). Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Plaintiff's Counsel are competent and experienced in litigating class actions.

117. Superiority of Class Action. Fed. R. Civ. P. 23(b)(3). A class action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all the members of the Class is impracticable. Furthermore, the adjudication of this controversy through a class action will avoid the possibility of inconsistent and potentially

conflicting adjudication of the asserted claims. There will be no difficulty in the management of this action as a class action.

118. Injunctive and Declaratory Relief. Fed. R. Civ. P. 23(b)(2). Defendant's misrepresentations are uniform as to all members of the Class. Defendant has acted or refused to act on grounds that apply generally to the Class, so that final injunctive relief or declaratory relief is appropriate with respect to the Class as a whole.

FIRST CAUSE OF ACTION

(Violation of Kentucky Consumer Protection Act, KRS § 367.110, et seq.)

119. Plaintiff incorporates by reference and re-allege the preceding paragraphs.

120. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Kentucky residents who formerly or currently own or lease one or more of the Defective Vehicles.

121. Defendant misrepresented the safety of the Defective Vehicles after learning of their defects with the intent that Plaintiff and the Class rely on such representations in her decision regarding the purchase, lease and/or use of the Defective Vehicles.

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

123. Through those misleading and deceptive statements and false promises, Defendant violated the Kentucky Consumer Protection Act ("KCPA").

124. The KCPA applies to Defendant's transactions with Plaintiff and the Class because Defendant's deceptive scheme was carried out in Kentucky and affected Plaintiff and the Class.

125. Defendant also failed to advise NHSTA and the public about what they knew about the ignition defects in the Defective Vehicles.

126. Plaintiff and the Class relied on Defendant's silence as to known defects in connection with their decision regarding the purchase, lease and/or use of the Defective

Vehicles.

127. As a direct and proximate result of Defendant's deceptive conduct and violation of the KCPA, Plaintiff and the Class have sustained and will continue to sustain economic losses and other damages for which they are entitled to compensatory and equitable damages and declaratory relief in an amount to be proven at trial.

128. Defendant's conduct was knowing and/or intentional and/or with malice and/or demonstrated a complete lack of care and/or reckless and/or was in conscious disregard for the rights of Plaintiff, and thus Plaintiff is entitled to punitive damages.

SECOND CAUSE OF ACTION

(Breach of Express Warranty, KRS § 355.2-313)

129. Plaintiff incorporates by reference and re-allege the preceding paragraphs.

130. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Kentucky residents who formerly or currently own or lease one or more of the Defective Vehicles.

131. Defendant expressly warranted – through statements and advertisements described above – that the vehicles were of high quality, and at a minimum, would actually work properly and safely.

132. Defendant breached this warranty by knowingly selling to Plaintiff and the Class vehicles with dangerous defects, and which were not of high quality.

133. Plaintiff and the Class have been damaged as a direct and proximate result of the breaches by Defendant in that the Defective Vehicles purchased by Plaintiff and the Class were and are worth far less than what the Plaintiff and the Class paid to purchase, which was reasonably foreseeable to Defendant.

134. As a result of the foregoing wrongful conduct of Defendant, Plaintiff has been damaged in an amount to be proven at trial, including, but not limited to, actual and punitive damages, equitable relief and reasonable attorneys' fees.

THIRD CAUSE OF ACTION

(Negligence)

135. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

136. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Kentucky residents who formerly or currently own or lease one or more of the Defective Vehicles.

137. Defendant had a duty to its customers as a manufacturer of motor vehicles to design, manufacture, market, and provide vehicles that, in their ordinary operation, are reasonably safe for their intended uses. Defendant had a duty to adequately test its vehicles' safety before selling millions to consumers worldwide.

138. Defendant had a duty to test vehicles for ignition switch problems once Defendant was on notice that its vehicles had a propensity to have ignition switch issues leading to engine failure, which can cause bodily injury, death, and property damage. Moreover, Defendant had a duty to provide true and accurate information to the public to prevent undue risks arising from the foreseeable use of its products.

139. At all times relevant, Defendant sold, marketed, advertised, distributed, and otherwise placed Defective Vehicles into the stream of commerce in an unlawful, unfair, fraudulent, and/or deceptive manner that was likely to deceive the public.

140. Defendant was negligent, and breached the above duties owed to Plaintiff and Class members.

141. As direct and proximate causes of Defendant's breaches, Plaintiff and the Class have been damaged including, but not limited to, the cost of repairs required due to ignition switch problems, the financial loss of owning the Defective Vehicles that are unsafe, and being subjected to potential risk of injury.

FOURTH CAUSE OF ACTION

(Fraudulent Concealment)

142. Plaintiff incorporates by reference and re-allege the preceding paragraphs.

143. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Kentucky residents who formerly or currently own or lease one or more of the Defective Vehicles.

144. Defendant concealed material facts concerning the ignition switch defects before, during, and after the sale of the Defective Vehicles to Plaintiff and Class members, intentionally concealed the above-described material safety information, or acted with reckless disregard for the truth, and denied Plaintiff and the Class information that is highly relevant to their purchasing decision..

145. Defendant had a duty to disclose the ignition switch defects because it was known only to Defendant, who had superior knowledge and access to the facts, and Defendant knew it was not known to or reasonably discoverable by Plaintiff and Class members. These concealed facts were material because they directly impact the safety of the Defective Vehicles. Whether an ignition switch was designed and manufactured with appropriate safeguards is a material safety concern.

146. Defendant actively concealed these material facts, in whole or in part, to protect its profits and avoid a costly recall, and it did so at the expense of Plaintiff and the Class.

147. Plaintiff and the Class were unaware of these concealed material facts and would not have acted as they did if they had known of the concealed facts. Plaintiff' and Class members' actions were justified. Defendant was in exclusive control of the material facts and the public, Plaintiff, and the Class did not know of these facts prior to purchasing the Defective Vehicles.

148. Because of the concealment of the facts, Plaintiff and the Class sustained damage because they purchased and retained Defective Vehicles that are now diminished in value from what they would have been had Defendant timely disclosed the ignition switch defects.

149. Defendant further affirmatively misrepresented to Plaintiff in advertising and

other forms of communication, including standard and uniform material provided with each car, that the vehicles they were selling were new, had no significant defects and would perform and operate properly when driven in normal usage.

150. The above misrepresentations and concealments were material because they were facts that would typically be relied upon by a person purchasing or leasing a new motor vehicle, and if it had been disclosed Plaintiff and the Class would not have bought or leased the Defective Vehicles.

151. Defendant's acts were done maliciously, oppressively, deliberately, with intent to defraud, in reckless disregard of Plaintiff's and Class members' rights and well-being, and to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

FIFTH CAUSE OF ACTION

(Violation of Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.*)

152. Plaintiff incorporates by reference and re-allege the preceding paragraphs.

153. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Kentucky residents who formerly or currently own or lease one or more of the Defective Vehicles.

154. Plaintiff and Class members are "consumers" within the meaning of the MMWA, 15 U.S.C. § 2301(3).

155. Defendant is a "supplier" and "warrantor" within the meaning of the MMWA, 15 U.S.C. § 2301(4)-(5).

156. The Defective Vehicles are "consumer products" within the meaning of the MMWA, 15 U.S.C. § 2301(1).

157. Defendant affirmed the fact, promise, and/or described in writing that the ignition switch would meet a specified level of performance over a specified period of time, namely, that

it would not require maintenance and last for the life of the Defective Vehicles. Defendant's written affirmations of fact, promises, or descriptions related to the nature of the ignition switch in the Defective Vehicles and became part of the basis of the bargain between Plaintiff and Defendant. Defendant refuses to recognize or honor the written ignition switch warranties and, indeed, denies the existence of these warranties. Defendant breached its written warranties when the Defective Vehicles did not perform as represented by Defendant and thereafter when Defendant refused to recognize or honor the warranties. Defendant's conduct thereby caused damages to Plaintiff and Class members.

158. The amount in controversy of Plaintiff's individual claim meets or exceeds the sum or value of \$25. In addition, the amount in controversy meets or exceeds the sum or value of \$50,000 (exclusive of interests and costs) computed on the basis of all claims to be determined in this suit.

159. Resorting to any informal dispute resolution procedure and/or affording Defendant a reasonable opportunity to cure its breach of written warranties to Plaintiff is unnecessary and/or futile. At the time of sale to Plaintiff, Defendant knew, should have known, or was reckless in not knowing of its misrepresentations or omissions concerning the ignition switch defects, but nevertheless failed to rectify the situation and/or disclose it to Plaintiff. Moreover, the remedies available through any informal dispute resolution procedure would be wholly inadequate under the circumstances. Accordingly, any requirement under the MMWA or otherwise that Plaintiff resort to any informal dispute resolution procedure and/or afford Defendant a reasonable opportunity to cure its breach of written warranties is excused and, thereby, deemed satisfied.

160. As a direct and proximate result of Defendant's breach of written warranties, Plaintiff and Class members sustained damages and other losses. Defendant's conduct caused Plaintiff and Class members' damages and, accordingly, Plaintiff and Class members are entitled to recover damages, specific performance, diminution in value, costs, attorneys' fees, rescission, and/or other equitable relief as appropriate.

SIXTH CAUSE OF ACTION

(Violations of Michigan Consumer Protection Act, Mich. Comp. L. Ann. § 445.901, *et seq.*)

161. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

162. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Kentucky residents who formerly or currently own or lease one or more of the Defective Vehicles.

163. Old GM, GM, and Plaintiff are each “persons” under Mich. Comp. L. Ann. § 445.902(d).

164. The sale of the Defective Vehicles to Plaintiff and the Class occurred within “trade and commerce” within the meaning of Mich. Comp. L. Ann. § 445.902(d), and both GM and Old GM committed deceptive and unfair acts in the conduct of “trade and commerce” as defined in that statutory section.

165. The MCPA deems unlawful any “unfair, unconscionable, or deceptive methods, acts or practices in the conduct of trade or commerce,” as more specifically defined in the MCPA. Mich. Comp. L. Ann. § 445.903(1). GM has engaged in unfair, unconscionable, and deceptive methods, acts and practices in violation of the MCPA, and also has successor liability for the unfair, unconscionable, and deceptive methods, acts, and practices of Old GM as described herein.

166. Both Old GM and GM violated the MCPA by “[f]ailing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.” Mich. Comp. L. Ann. § 445.903(s).

167. As alleged above, both Companies knew of the ignition switch defect, while Plaintiff and the Class were deceived by the Companies’ omission into believing the Defective Vehicles were safe, and the information could not have reasonably been known by the consumer

until the February and March 2014 recalls.

168. Old GM also violated the MCPA by “[m]aking a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is.” Mich. Comp. L. Ann. § 405.903(bb). Indeed, Old GM represented that the Defective Vehicles were safe such that reasonable people believed such representations to be true.

169. Old GM also violated the MCPA by “[f]ailing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner.” Mich. Comp. L. Ann. § 405.903(cc). Old GM represented that the Defective Vehicles were safe, yet failed to disclose the material fact that the ignition switch was defective.

170. Old GM’s and GM’s acts and practices were unfair and unconscionable because their acts and practices, including the manufacture and sale of vehicles with an ignition switch defect, and the Companies’ failure to adequately disclose the defect to NHTSA and the Class and timely implement a remedy, offend established public policy, and because the harm the Companies caused consumers greatly outweighs any benefits associated with those practices. While Old GM knew of the ignition switch defects by 2001, it continued to design, manufacture, and market the Defective Vehicles until 2007.

171. All the while, Old GM knew that the vehicles had an unreasonable propensity to shut down during ordinary driving conditions, leading to an unreasonable risk of serious bodily injury or death.

172. Plaintiff and the Class have suffered an injury, including the loss of money or property, as a result of GM’s unfair, unlawful, and/or deceptive practices.

173. Old GM and GM failed to inform NHTSA, and therefore failed to inform consumers, that the Defective Vehicles had a defective ignition switch that could lead to injury and death. Had Plaintiff and the Class known this, they would either not have purchased their vehicles at all or would have paid less for them, and would not have retained their Defective Vehicles. Plaintiff and the Class have therefore suffered a “loss” because of the violations of the

MCPA complained of herein.

174. Plaintiff requests that this Court: enjoin GM from continuing its unfair, unlawful, and/or deceptive practices; provide to Plaintiff and each Class member either their actual damages as the result of GM’s unfair, unlawful, and deceptive trade practices, or \$250 per Class member, whichever is higher; award reasonable attorneys’ fees; and provide other appropriate relief under Mich. Comp. L. Ann. § 445.911.

175. Plaintiff acknowledges that, on its face, the MCPA purports to (i) deprive non-residents of bringing class (but not individual) actions under the MCPA; and (ii) allows individuals (but not class members) the ability to recover a penalty of \$250 per person if that amount is greater than their actual damages. After the United States Supreme Court’s decision in *Shady Grove Orthopedic Ass’n, P.A. v. Allstate Ins. Co.*, 589 U.S. 393 (2010), however, any such prohibitions imposed in class actions (but not in individual actions) are trumped and superseded by Fed. R. Civ. P. 23, which imposes no such restrictions.

SEVENTH CAUSE OF ACTION
(Violations of the Other State Statutes Prohibiting Unfair and Deceptive Acts and Practices)

176. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

177. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of subclasses of the other states’ residents who formerly or currently own or lease one or more of the Defective Vehicles.

178. The state deceptive trade practices acts were enacted by the various states following the passage of the Federal Trade Commission Act (“FTC Act”), which prohibits deceptive acts and practices in the sale of products to consumers. The state laws in this area are modeled on the FTC Act and are therefore highly similar in content.

179. Defendant’s actions violate the Deceptive Trade Practices Acts of the various states, as set out more fully above, by failing to disclose and by actively concealing the defective

ignition switch in GM vehicles.

180. The conduct described in the statement of facts constitutes unfair or deceptive trade practices predominantly and substantially affecting the conduct of trade or commerce throughout the United States in violation of the state deceptive trade practices acts and other similar state statutes prohibiting unfair and deceptive acts and practices. The deceptive trade practices acts violated by Defendant are set forth in the next paragraph.

181. The violations of the various state consumer protection acts (Alabama: the Alabama Deceptive Trade Practices Act (Ala. Code §8-19-1 et seq.); Alaska: Alaska Unfair Trade Practices and Consumer Protection Act (Alaska Stat. §45.50.471 et seq.); Arizona: the Arizona Consumer Fraud Statute (Ariz. Rev. Stat. Ann. §44-1521 et seq.); Arkansas: the Arkansas Deceptive Trade Practices Act (Ark. Code Ann. §4-88-101 et seq.); California: the California False Advertising Law, California Business & Professions Code § 17200, et. seq.); Colorado: the Colorado Consumer Protection Act (Colo. Rev. Stat. §6-1-101 et seq.); Connecticut: the Connecticut Unfair Trade Practices Act (Conn. Gen. Stat. §42-110a et seq.); Washington, D.C. the Consumer Protection Procedures Act (D.C. Code Ann. §28-3901 et seq.); Florida: the Florida Deceptive and Unfair Trade Practices Act (Fla. Stat. Ann. §501.201 et seq. (West)) and the Florida False Advertising Statutes (Fla. Stat. Ann. §817.40 et seq. (West)); Georgia: Uniform Deceptive Trade Practices Act (Ga. Code Ann. §10-1-370 et seq.); the Fair Business Practices Act (Ga. Code Ann. §10-1-390 et seq.); and the False Advertising Statute (Ga. Code Ann. §10-1-420 et seq.); Hawaii: The Hawaii Federal Trade Commission Act (Hawaii Rev. Stat. §480 et seq.) and the Uniform Deceptive Trade Practice Act (Hawaii Rev. Stat. §481A et seq.); Idaho: the Idaho Consumer Protection Act (Idaho Code §48-601 et seq.); Illinois: the Illinois Consumer Fraud and Deceptive Business Practices Act (815 Ill. Comp. Stat. Ann. §505/1 et seq. (Smith Hurd)) and the Uniform Deceptive Trade Practices Act (815 Ill. Comp. Stat. Ann. 510/1 et seq. (Smith Hurd)); Indiana: the Deceptive Consumer Sales Act (Ind. Code Ann. §24-5-0.5-1 et seq. (Burns)); Iowa: the Iowa Consumer Fraud Act (Iowa Code Ann. §714.16 (West)); Kansas: the Kansas Consumer Protection Act (Kan. Stat. Ann. §50-623 et seq.); Louisiana: the Unfair Trade Practices and

Consumer Protection Law (La. Rev. Stat. Ann. §51:1401 (West)); Maine: the Maine Unfair Trade Practices Act (Me. Rev. Stat. Ann. Tit. 5 §206 et seq.) and the Uniform Deceptive Trade Practices Act (Me. Rev. Stat. Ann. Tit. 10 §1211 et seq.); Maryland: the Maryland Consumer Protection Act (Md. Com. Law Code Ann. §§13-101 et seq., 14-101 et seq.); Massachusetts: the Consumer Protection Act (Mass. Gen. Laws Ann. Ch. 93A); Minnesota: the Consumer Fraud Act (Minn. Stat. Ann. §325 F. 69); the False Statement in Advertisement Statute (Minn. Stat. Ann. §325 F. 67); the Uniform Deceptive Trade Practices Act (Minn. Stat. Ann. §325D.44); and the Unlawful Trade Practices Act (Minn. Stat. Ann. §325D.13); Mississippi: the Consumer Protection Act (Miss. Code Ann. §75-24-1 et seq.) and the False Advertising Statutes (Miss. Code Ann. §97-23-3); Missouri: the Missouri Merchandising Practices Act (Mo. Rev. Stat. §407.010 et seq.); Montana: the Montana Unfair Trade Practices and Consumer Protection Act (Mont. Code Ann. §30-14-101 et seq.); and the Statutory Deceit Statute (Mont. Code Ann. §27-1-712); Nebraska: the Nebraska Consumer Protection Act (Neb. Rev. Stat. §59-1601 et seq.) and the Nebraska Uniform Deceptive Trade Practices Act (Neb. Rev. Stat. §87-301 et seq.); Nevada: the Deceptive Trade Statutes (Nev. Rev. Stat. §§598.0903 et seq., 41.600 et seq.); New Hampshire: the Regulation of Business Practices for Consumer Protection Act (N.H. Rev. Stat. Ann. §358-A:1 et seq.); New Jersey: the New Jersey Consumer Fraud Act (N.J. Stat. Ann. §56:8-1 et seq. (West)); New Mexico: New Mexico Unfair Practices Act (N.M. Stat. Ann. §57-12-1 et seq.); New York: New York Consumer Protection Act (N.Y. Gen. Bus. Law §§349, 350 (Consol.)); North Carolina: North Carolina Unfair and Deceptive Trade Practices Act (N.C. Gen. Stat. §75-1.1 et seq.); North Dakota: Deceptive Act or Practice Statutes (N.D. Gen. Stat. §51-15-01 et. seq.); Ohio Consumer Sales Practices Act (Ohio Rev. Code Ann. §1345.01 et seq. (Baldwin)); Oklahoma: Oklahoma Consumer Protection Act (Okla. Stat. Ann. Tit. 15, §751 et seq. (West)) and the Oklahoma Deceptive Trade Practices Act (Okla. Stat. Ann. Tit. 78, §51 et seq. (West)); Oregon: the Unlawful Trade Practices Act (Or. Rev. Stat. §646.605 et seq.) and the Oregon Food and Other Commodities Act (Or. Rev. Stat. §616.005 et seq.); Pennsylvania: Unfair Trade Practices Act and Consumer Protection Law (Pa. Stat. Ann. Tit. 73 §201-1 et seq. (Purdon)); Rhode Island:

Consumer Protection Act (R.I. Gen. Law §6-13.1-1 et seq.); South Carolina: South Carolina Unfair Trade Practices Act (S.C. Code Ann. §39-5-10 et seq.); South Dakota: South Dakota Deceptive Trade Practices and Consumer Protection Law (S.D. Codified Laws Ann. §37-24-1 et seq.); Tennessee: Tennessee Consumer Protection Act (Tenn. Code Ann. §47-18-101 et seq.); Texas: Texas Deceptive Trade Practices Act (Tex. Bus. & Com. Code Ann. §17.41 et seq. (Vernon)); Utah: Utah Consumer Sales Practices Act (Utah Code Ann. §13-11-1 et seq.) and the Utah Truth in Advertising Act (Utah Code Ann. §13-11a-1 et seq.); Vermont: Vermont Consumer Fraud Statute (Vt. Stat. Ann. Tit. 9, §2451 et seq.); Virginia: Virginia Consumer Protection Act (Va. Code 59.1-196 et seq.); Washington: Washington Consumer Protection Act (Wash. Rev. Code Ann. §19.86 et seq.); West Virginia: West Virginia Consumer Credit and Protection Act (W. Va. Code §46A-6-101 et seq.); Wisconsin: Wisconsin Fraudulent Representations Act (Wis. Stat. Ann. §100.18 et seq. (West)); Wyoming: Consumer Protection Act (Wyo. Stat. §40-12-101 et seq.)) have directly, foreseeably, and proximately caused damages to Plaintiff and proposed class in amounts yet to be determined.

182. As a result of Defendant's violations of the Deceptive Trade Practices Acts of the various states prohibiting unfair and deceptive acts and practices, Plaintiff and Class members have suffered actual damages for which Defendant is liable.

EIGHTH CAUSE OF ACTION

(Breach of Contract/Common Law Warranty/Unjust Enrichment)

183. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

184. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Kentucky residents who formerly or currently own or lease one or more of the Defective Vehicles.

185. To the extent Defendant's repair or adjust commitment is deemed not to be a warranty under Kentucky's Commercial Code, Plaintiff pleads in the alternative under common law warranty and contract law. Defendant limited the remedies available to Plaintiff and the Class

to just repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by Defendant, and/or warranted the quality or nature of those services to Plaintiff.

186. Defendant breached this warranty or contract obligation by failing to repair the Defective Vehicles evidencing an ignition switch problem, including those that were recalled, or to replace them.

187. As a direct and proximate result of Defendant's breach of contract or common law warranty, Plaintiff and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

188. In the alternative, Defendant had knowledge of the safety defects in its vehicles, which it failed to, disclose to Plaintiff and the Class.

189. As a result of their wrongful and fraudulent acts and omissions, as set forth above, pertaining to the design defect of their vehicles and the concealment of the defect, Defendant charged a higher price for their vehicles than the vehicles' true value and Defendant obtained monies which rightfully belong to Plaintiff.

190. Defendant appreciated, accepted and retained the benefits conferred by Plaintiff and the Class, who without knowledge of the safety defects paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Defendant to retain these wrongfully obtained profits. There is no justification for Plaintiff's and the Class' impoverishment and Defendant's related enrichment.

191. Plaintiff, therefore, are entitled to restitution and seek an order establishing Defendant as constructive trustees of the profits unjustly obtained, plus interest.

NINTH CAUSE OF ACTION

(Breach of Implied Warranty of Merchantability, KRS § 335.2-314)

192. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

193. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of

Kentucky residents who formerly or currently own or lease one or more of the Defective Vehicles.

194. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

195. Defendants impliedly warranted that their vehicles were of good and merchantable quality and fit, and safe for their ordinary intended use – transporting the driver and passengers in reasonable safety during normal operation, and without unduly endangering them or members of the public.

196. As described above, there were dangerous defects in the vehicles manufactured, distributed, and/or sold by Defendants, which Plaintiffs purchased, including, but not limited to, defects that caused the vehicles to suddenly and unintentionally accelerate, and the lack of safety slow and stop the vehicle when such acceleration occurred.

197. These dangerous defects existed at the time the vehicles left Defendants' manufacturing facilities and at the time they were sold to Plaintiffs. Furthermore, because of these dangerous defects, Plaintiffs did not receive the benefit of their bargain and the vehicles have suffered a diminution in value.

198. These dangerous defects were the direct and proximate cause of damages to the Plaintiffs and the Class.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the other members of the Class proposed in this Complaint, respectfully requests that the Court enter judgment in her favor and against Defendant, as follows:

- A. Declaring that this action is a proper class action, certifying the Class as requested herein, designating Plaintiff as Class Representative and appointing the undersigned counsel as Class Counsel;
- B. Ordering Defendant to pay actual damages (and no less than the statutory minimum damages) and equitable monetary relief to Plaintiff and the other members of the Class;
- C. Ordering Defendant to pay punitive damages, as allowable by law, to Plaintiff and the other members of the Class;

- D. Ordering Defendant to pay statutory damages, as allowable by the statutes asserted herein, to Plaintiff and the other members of the Class;
- E. Awarding injunctive relief as permitted by law or equity, including enjoining Defendant from continuing the unlawful practices as set forth herein, and ordering Defendant to engage in a corrective recall campaign;
- F. Ordering Defendant to pay attorneys' fees and litigation costs to Plaintiff and the other members of the Class;
- G. Ordering Defendant to pay both pre- and post-judgment interest on any amounts awarded; and
- H. Ordering such other and further relief as may be just and proper.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff and the Class demand a trial by jury.

Respectfully submitted,

s/Jasper D. Ward _____
JONES WARD PLC
Jasper D. Ward IV
Marion E. Taylor Building
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Louisville, Kentucky 40202
Phone: (502) 882-6000
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Attorneys for Plaintiff
To be admitted Pro Hac Vice

Exhibit G

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

AMY POWELL Plaintiff v. GENERAL MOTORS, LLC, Defendant.	Civil Case No.: CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL
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Plaintiff Amy Powell, on behalf of herself and the Class described below, brings the following claims against Defendant General Motors, LLC.

NATURE OF THE ACTION

1. This case involves Defendant’s conscious decision to overlook, and in fact conceal, a deadly design defect in vehicle ignition switches in millions of GM vehicles placed on the road since 2003.

2. In making the decision to cover up the ignition switch defect for at least a decade, Defendant consciously put millions of Americans’ lives at risk. Defendant knowingly placed on public streets more than one million defective vehicles with the propensity to shut down during normal driving conditions, creating a certainty of accidents, bodily harm, and death.

3. An auto manufacturer should never make profits more important than safety and should never conceal defects that exist in its vehicles from consumers or the public. Defendant’s Vehicle Safety Chief, Jeff Boyer has stated that: “Nothing is more important than the safety of our customers in the vehicles they drive.” Yet Defendant failed to live up to this

commitment.

4. The first priority of an auto manufacturer should be to ensure that its vehicles are safe, and particularly that its vehicles have operable ignition systems, airbags, power-steering, power brakes, and other safety features that can prevent or minimize the threat of death or serious bodily harm in a collision. In addition, an auto manufacturer must take all reasonable steps to ensure that, once a vehicle is running, it operates safely, and its critical safety systems (such as engine control, braking, and airbag systems) work properly until such time as the driver shuts the vehicle down. Moreover, an auto manufacturer that is aware of dangerous design defects that cause its vehicles to shut down during operation, or the vehicles' airbags not to deploy, must promptly disclose and remedy such defects.

5. Since at least 2003, Defendant has sold millions of vehicles throughout the United States and worldwide that have a safety defect causing the vehicle's ignition switch to inadvertently move from the "run" position to the "accessory" or "off" position during ordinary driving conditions, resulting in a loss of power, vehicle speed control, and braking, as well as a failure of the vehicle's airbags to deploy.

6. There are at least two main reasons why the GM ignition switch systems are defective. The first is that the ignition switch is simply weak and therefore does not hold the key in place in the "run position." On information and belief, the ignition switch weakness is due to a defective part known as a "detent plunger."

7. The second reason that the ignition switch systems are defective is due to the low position of the switches in the defective vehicles. That causes the keys, and the fobs that hang off the keys, to hang so low in the defective vehicles that the drivers' knees can easily bump them and inadvertently shut down the vehicle.

8. Defendant installed these faulty ignition switch systems in models from at least 2003 through at least 2011. Defendant promised that these vehicles would operate safely and reliably. This promise turned out to be false in several material respects. In reality, Defendant concealed and did not fix a serious quality and safety problem plaguing its vehicles.

9. Worse yet, the ignition switch defects in Defendant's vehicles could have been easily avoided.

10. From at least 2005 to the present, Defendant received reports of crashes and injuries that put Defendant on notice of the serious safety issues presented by its ignition switch system.

11. Yet, despite the dangerous nature of this defect and its effects on critical safety systems, Defendant concealed its existence and failed to remedy the problem.

12. Despite notice of the defect in its vehicles, Defendant did not disclose to consumers that its vehicles – which Defendant had advertised as “safe” and “reliable” for years – were in fact neither safe nor reliable.

13. Defendant's CEO, Mary Barra, has admitted in a video message that “[s]omething went wrong with our process in this instance, and terrible things happened.”

14. This case arises from Defendant's breach of its obligations and duties, including Defendant's failure to disclose that, as a result of defective ignition switches, at least 2.59 million GM vehicles (and almost certainly more) may have the propensity to shut down during normal driving conditions and create an extreme and unreasonable risk of accident, serious bodily harm, and death.

15. GM's predecessor, General Motors Corporation (“Old GM”) (sometimes, together with GM, “the Companies”) also violated these obligations and duties by designing and marketing vehicles with defective ignition switch systems, and then by failing to disclose that defect even after it became aware that the ignition switch defect was causing fatal accidents. In addition to the liability arising out of the statutory obligations assumed by GM, GM also has successor liability for the deceptive and unfair acts and omissions of Old GM because GM has continued the business enterprise of Old GM with full knowledge of the ignition switch defects.

16. The defective ignition switches were manufactured by Delphi Automotive PLC (“Delphi”). Once a subsidiary of Old GM, Delphi spun off from Old GM in 1999, and became an independent publicly held corporation.

17. Plaintiff alleges, based on information and belief, that Delphi knew its ignition switches were defective. Nevertheless, Delphi continued to manufacture and sell the defective ignition switch systems, which it knew would be used in the vehicles of Plaintiff and the Class.

18. Plaintiff's investigation, including a review of NHTSA's complaint database, suggests that Defendant's recall does not capture all of the defective vehicles which suffer from the same or substantially similar ignition switch defects as the recalled vehicles. Plaintiff thereupon believes and alleges that the following non-recalled GM vehicles also have defective ignition switch systems: the 2005 Chevrolet Equinox, the 2006 Chevrolet Trailblazer, and the 2006 Chevrolet Monte Carlo.

19. Plaintiff brings this action for a Class of all persons in Ohio and/or the United States who formerly or currently own or lease one or more of the following GM vehicles: (a) (The recalled vehicles): 2003-2010 Saturn Ion; 2005-2010 Chevrolet Cobalt; 2007-2010 Pontiac G5; 2006-2011 Chevrolet HHR; 2006-2010 Pontiac Solstice; and 2007-2010 Saturn Sky; and (b) (Non-recalled vehicles): the 2005 Chevrolet Equinox, the 2006 Chevrolet Trailblazer, and the 2006 Chevrolet Monte Carlo (collectively, "Defective Vehicles").

20. To the extent warranted by the developing facts, Plaintiff will further supplement the list of Defective Vehicles to include additional GM vehicles that have defective ignition switch systems, which result in a loss of vehicle speed control, loss of braking control, and airbag non-deployment.

21. The Defective Vehicles are defective and dangerous for multiple reasons, including the following (collectively, the "ignition switch defects"):

- a. Due to their weaknesses and their low placement, the ignition switches can inadvertently shut off the engine and vehicle electrical system during normal driving conditions;
- b. When the engine and the electrical system shut down, the power steering and power brakes also shut down, creating a serious risk of accident; and
- c. When the electrical system shuts down, the vehicle's airbags are disabled,

creating a serious risk of serious bodily harm or death if an accident occurs.

22. The ignition switch defects make the Defective Vehicles unreasonably dangerous. Because of the defects, the Defective Vehicles are likely to be involved in accidents and, if accidents occur, there is an unreasonable and extreme risk of serious bodily harm or death to the vehicle's occupants and others in the vicinity.

23. Defendant admits to at least 13 deaths as a result of the ignition switch defects, but the actual number is believed to be much higher.

24. The ignition switch defects present a significant and unreasonable safety risk exposing Defective Vehicle owners, their passengers and others in the vicinity to a risk of serious injury or death.

25. For many years, Defendant has known of the ignition switch defects that exist in millions of Defective Vehicles sold in the United States. However, to protect its profits and maximize sales, Defendant concealed the defects and their tragic consequences and allowed unsuspecting vehicle owners to continue driving highly dangerous vehicles.

26. Under the Transportation Recall Enhancement, Accountability and Documentation Act ("TREAD Act"), 49 U.S.C. §§ 30101-30170, and its accompanying regulations, when a manufacturer learns that a vehicle contains a safety defect, the manufacturer must promptly disclose the defect. 49 U.S.C. §§ 30118(c)(1) & (2). If it is determined that the vehicle is defective, the manufacturer must notify vehicle owners, purchasers, and dealers of the defect and must remedy the defect. 49 U.S.C. §§ 30118(b)(2)(A) & (B). Defendant also violated the TREAD Act by failing to timely inform NHTSA of the ignition switch defects and allowed cars to remain on the road with these defects. These same acts and omissions also violated various state consumer protection laws as detailed below.

27. Plaintiff and the Class have been damaged by Defendant's misrepresentations, concealment, and non-disclosure of the ignition switch defects in the Defective Vehicles, as they are now holding highly dangerous vehicles whose value has greatly diminished because of Defendant's failure to timely disclose the serious defect.

28. Plaintiff and the Class were also damaged by the acts and omissions of Old GM for which GM is liable through successor liability because the Defective Vehicles they purchased are worth less than they would have been without the ignition switch defects.

29. Plaintiff and the Class either paid more for the Defective Vehicles than they would have had they known of the ignition switch defects, or they would not have purchased the Defective Vehicles at all had they known of the defects.

30. Plaintiff brings claims against Defendant individually and on behalf of a class of all other similarly situated purchasers of the Products for violations of Ohio Consumer Sales Practices Act, Ohio Rev. Code Ann. § 1345.01, *et seq.*, Ohio Deceptive Trade Practices Act, Ohio Rev. Code Ann. § 4165.01, *et seq.*, breach of express warranty, breach of implied warranty of merchantability, breach of contract and common law warranty, or, in the alternative, unjust enrichment, product liability and negligent design defect, violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* (“MMWA”), fraudulent concealment, violations of the Michigan Consumer Protection Act (the “MCPA”), Mich. Comp. L. Ann. § 445.901, *et seq.*, and violations of other state statutes prohibiting unfair and deceptive acts and practices.

JURISDICTION AND VENUE

31. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2), because the proposed class has more than 100 members, the class contains at least one member of diverse citizenship from Defendant, and the amount in controversy exceeds \$5 million.

32. The Court has personal jurisdiction over Defendant because Defendant is authorized to, and conducts substantial business in Ohio, generally, and this District, specifically. Defendant has marketed, promoted, distributed, and sold the Defective Vehicles in Ohio.

33. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2), because a substantial part of the events and omissions giving rise to this action occurred in this District as the Defect in Plaintiff’s vehicle manifested itself within this District.

34. To the extent there is any contractual or other impediment to pursuit of these claims on a class action basis, Plaintiff specifically alleges, and will prove, if necessary, that any bar to class action proceedings is unconscionable, unfair and against public policy.

PARTIES

35. Plaintiff Amy Powell (“Powell”) is a citizen of the state of Ohio, residing in the city of Willoughby. Plaintiff purchased a 2005 Saturn Ion (“the Ion”). Plaintiff chose the 2005 Ion, in large part, because she wanted a safely designed and manufactured vehicle and chose the Ion because of its reputation for safety. Plaintiff saw advertisements for Old GM vehicles before she purchased the Ion. Plaintiff recalls that safety and quality were consistent themes in the advertisements he saw. These representations about safety and quality influenced Plaintiff’s decision to purchase the Ion. Plaintiff experienced the ignition switch defect described by the GM recall through difficulty starting the car. On May 26, 2013, Plaintiff’s daughter was driving the Ion with her infant son with her when the defect occurred, causing a loss of power and preventing her from turning the steering wheel, causing a wreck with another vehicle. GM took possession of the car, still has possession of the car, and was on notice about this defect, but told Plaintiff that there were no problems with the car. Plaintiff did not learn of the ignition switch defects recall until March 2014. Had Old GM and/or Defendant disclosed the ignition switch defects, Plaintiff would not have purchased the Ion and would not have retained the vehicle once the defect was announced.

36. Defendant General Motors is a Delaware limited liability company with its principal place of business located at 300 Renaissance Center, Detroit, Michigan, 48265. Defendant was incorporated in 2009 and on July 10, 2009, acquired substantially all assets and assumed certain liabilities of General Motors Corporation (“Old GM”) through a Section 363 sale under Chapter 11 of the US Bankruptcy Code. Defendant manufactures and distributes the Defective Vehicles from its Michigan manufacturing plants to consumers in Ohio and throughout the United States.

37. Among the liabilities and obligations expressly retained by Defendant after the bankruptcy are the following:

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

38. Defendant also expressly assumed:

all Liabilities arising under express written warranties of [Old GM] that are specifically identified as warranties and delivered in connection with the sale of new, certified used or pre-owned vehicles or new or remanufactured motor vehicle parts and equipment (including service parts, accessories, engines and transmissions) manufactured or sold by [Old GM] or Purchaser prior to or after the Closing and (B) all obligations under Lemon Laws.

39. Because Defendant acquired and operated Old GM and ran it as a continuing business enterprise, and because Defendant was aware from its inception of the ignition switch defects in the Defective Vehicles, Defendant is liable through successor liability for the deceptive and unfair acts and omissions of Old GM, as alleged in this Complaint.

THE IGNITION SWITCH DEFECTS IN THE DEFECTIVE VEHICLES

40. Given the importance that a vehicle and its electrical operating systems remain operational during ordinary driving conditions, it is imperative that an auto manufacturer ensures its vehicles remain operational from the time the driver starts the vehicle until the driver intentionally shuts down the vehicle. With respect to the Defective Vehicles, GM has failed to do so.

41. In the Defective Vehicles, the ignition switch defects can cause the vehicle's engine and electrical system to shut off, disabling the power steering and power brakes and causing non-deployment of the vehicle's airbags in the event of an accident.

42. The ignition switch systems in the Defective Vehicles are defective in at least two major respects. The first is that the switches are simply weak because of a faulty "detent plunger"; the switch can inadvertently move from the "run" to the "accessory" or "off" position.

The second defect is that, due to the low position of the ignition switch, the driver's knee can easily bump the key (or the hanging fob below the key), and cause the switch to inadvertently move from the "run" to the "accessory" or "off" position.

43. The Defective Vehicles are, therefore, unreasonably prone to be involved in accidents, and those accidents are unreasonably likely to result in serious bodily harm or death to the drivers and passengers of the Defective Vehicles, as well as to other vehicle operators and pedestrians.

**DEFENDANT KNEW OF THE IGNITION SWITCH DEFECTS FOR YEARS, BUT
CONCEALED THE DEFECTS FROM PLAINTIFF AND THE CLASS**

44. Alarming, both Old GM and GM knew of the deadly ignition switch defects and their dangerous consequences for many years, but concealed their knowledge from Defective Vehicle owners.

45. For example, on July 29, 2005, Amber Marie Rose, age 16, died after her 2005 Chevrolet Cobalt crashed and the airbag failed to deploy. Ms. Rose's death is the first known of the hundreds of deaths and injuries attributable to the ignition switch defects. Ms. Rose's death was an early warning in what would become a decade-long failure by Old GM and GM to address the ignition switch problem.

46. Another incident involved 16-year old Megan Phillips. Ms. Phillips was driving a 2005 Chevrolet Cobalt that crashed in Wisconsin in 2006, killing two of her teenage friends when the car left the road and hit a clump of trees. NHTSA investigators found that the key had moved from the "run" to the "accessory" position, turning off the engine and disabling the vehicle's airbags before impact. According to Ms. Phillips, the families of her deceased friends blamed her and refused to speak with her; only after the recall was finally announced did they begin communicating. As he stated, "I don't understand why [GM] would wait 10 years to say something. And I want to understand it but I never will."¹

¹ "Owners of Recalled GM Cars Feel Angry, Vindicated," REUTERS (Mar. 17, 2014).

47. Rather than publicly admitting the dangerous safety defects in the Defective Vehicles, the Companies attempted to attribute these and other incidents to “driver error.” Every year from 2005 to 2012, first Old GM and then GM received reports of deaths in Cobalts involving steering and/or airbag failures, including:

- 2005: 26 Cobalt Death and Injury Incidents, including 1 death citing Airbag as component involved.
- 2006: 69 Cobalt Death and Injury Incidents, including 2 deaths citing Airbag as component involved and 4 deaths citing Unknown component.
- 2007: 87 Cobalt Death and Injury Incidents, including 3 deaths citing Airbag as component involved.
- 2008: 106 Cobalt Death and Injury Incidents, including 1 death citing Airbag as component involved and 2 deaths citing Unknown component.
- 2009: 133 Cobalt Death and Injury Incidents, including 1 death citing Airbag as component involved, 1 death citing Service Brake as component involved, 1 death citing Steering as component involved, and 2 deaths citing Unknown component.
- 2010: 400 Cobalt Death and Injury Incidents, including 2 deaths citing Airbag as component involved, 12 deaths citing Steering as component involved, and 1 death citing Unknown component.
- 2011: 187 Cobalt Death and Injury Incidents, including 2 deaths citing Airbag as component involved, 2 deaths citing Steering as component involved, and 1 citing Unknown component.
- 2012: 157 Cobalt Death and Injury Incidents, including 5 deaths citing Airbag as component involved, and 4 deaths citing Steering as component involved.

48. GM now admits that Old GM learned of the ignition switch defects as early as 2001. During the pre-production development of the Saturn Ion, Old GM engineers learned that

the ignition could inadvertently move from the “Run” position to the “Accessory” or “Off” position. Old GM claimed that a switch design change “had resolved the problem.”²

49. In 2003, an internal report documented an instance in which the service technician observed a stall while driving. The service technician noted that the weight of several keys on the key ring had worn out the ignition switch. The switch was replaced and the matter was closed.³

50. According to GM’s latest chronology submitted to NHTSA pursuant to 49 C.F.R. § 573.6, Old GM engineers encountered the problem again in 2004 during test drives of the Chevy Cobalt, before it went to market.

51. Old GM opened an engineering inquiry, known as a “Problem Resolution Tracking System inquiry” (“PRTS”), to investigate the issue. According to the chronology provided to NHTSA by GM, engineers pinpointed the problem and were “able to replicate this phenomenon during test drives.”

52. According to GM, the PRTS engineers “believed that low key cylinder torque effort was an issue and considered a number of potential solutions.” But after considering cost and the amount of time it would take to develop a fix, Old GM did nothing.

53. Gary Altman, program engineering manager for the 2005 Cobalt, admitted that Old GM’s engineering managers knew about ignition-switch problems in the vehicle that could disable power steering, power brakes and airbags, but launched the vehicle anyway because they believed that the vehicles could be safely coasted off the road after a stall. Altman insisted that “the [Cobalt] was maneuverable and controllable” with the power steering and power brakes inoperable, though he did not attempt to explain why the vehicle would not require an operable airbag. Needless to say, hapless Cobalt purchasers were not informed of Old GM’s decision to release the vehicle notwithstanding its knowledge of the ignition switch defect.

² “G.M. Reveals It Was Told of Ignition Defect in ‘01,” D. Ivory, NEW YORK TIMES (Mar. 12, 2014).

³ *Id.*

54. As soon as the 2005 Cobalt hit the market, Old GM almost immediately started getting complaints about sudden loss of power incidents, “including instances in which the key moved out of the ‘run’ position when a driver inadvertently contacted the key or steering column.”⁴ Old GM opened additional PRTS inquires.

55. In another PRTS opened in May 2005, Old GM engineers again assessed the problem and proposed that GM re-design the key head from a “slotted” to a “hole” configuration, in order to make the key and key fob hang higher in the vehicle and therefore make it less likely that a driver’s knee would inadvertently shut down the vehicle. After initially approving the proposed partial fix, Old GM reversed course and again declined to even attempt to implement a fix.⁵

56. Instead, in October 2005, Old GM simply issued a Technical Service Bulletin (“TSB”) advising service technicians and GM dealers that the inadvertent turning of the key cylinder was causing the loss of power in the vehicles’ electrical system.

57. Rather than disclosing the true nature of the defects and correcting them, under the TSB, Old GM gave customers who brought in their vehicle complaining about the issue “an insert for the key ring so that it goes from a ‘slot’ design to a hole design” to prevent the key and fob from moving up and down in the slot. “[T]he previous key ring” was “replaced with a smaller” one; this change was supposedly able to keep the keys from hanging as low as they had in the past.⁶ According to GM’s records, Old GM dealers provided key inserts to 474 customers who brought their vehicles into dealers for service.⁷

58. Yet there was no recall. And, not surprisingly, Old GM continued to get complaints.

⁴ March 11, 2014, Chronology Re: Recall of 2006 Chevrolet HHR and Pontiac Solstice, 2003-2007 Saturn Ion, and 2007 Saturn Sky Vehicles, at 1.

⁵*Id.*

⁶*Id.* at 1-2.

⁷*Id.* at 3.

59. In 2006, Old GM approved a design change for the Cobalt's ignition switch supplied by Delphi. The new design included "the use of a new detent plunger and spring that increased torque force in the ignition switch." But the new design was not produced until the 2007 model year.⁸

60. In what a high-level engineer at Old GM now calls a "cardinal sin" and "an extraordinary violation of internal processes," Old GM changed the part *design but kept the old part number*. That makes it impossible to determine from the part number alone which GM vehicles produced after 2007 contain the defective ignition switches.

61. In 2007, NHTSA investigators met with Old GM to discuss its airbags, and informed Old GM of the July 2005 frontal and fatal crash involving Amber Marie Rose.

62. As alleged above, the airbags in Ms. Rose's 2005 Cobalt did not deploy. Data retrieved from her vehicle's diagnostic system indicated that the ignition was in the "accessory" position. Old GM investigated and tracked similar incidents.

63. By the end of 2007, by GM's own admission, Old GM knew of 10 frontal collisions in which the airbag did not deploy. Plaintiff believes that Old GM actually knew of many other similar incidents involving the ignition switch defects.

64. At a May 15, 2009 meeting, GM engineers learned that data in the black boxes of Chevrolet Cobalt vehicles showed that the dangerous ignition switch defects existed in hundreds of thousands of Defective Vehicles. But still GM did not reveal the defect to NHTSA, Plaintiff or the Class.

65. After the May 15, 2009 meeting, GM continued to get complaints of unintended shut down and continued to investigate frontal crashes in which the airbags did not deploy.

66. After the May 15, 2009 meeting, GM told the families of accident victims and Defective Vehicle owners that it did not have sufficient evidence to conclude that there was any defect in the Defective Vehicles. In one case involving the ignition switch defects, GM

⁸*Id.* at 2.

threatened to sue the family of an accident victim for reimbursement of its legal fees if the family did not dismiss its lawsuit. In another, GM sent the victim's family a terse letter, saying there was no basis for any claims against GM. These statements were part of GM's continuation of the campaign of deception begun by Old GM.

67. According to GM, it was not until 2011 and 2012 that GM's examinations of switches from vehicles that had experienced crashes revealed significant design differences in the torque performance of ignition switches from the 2005 Cobalt vehicles and those from the 2010 model year, the last year of the Cobalt's production.

68. GM responded by blaming the supplier for the switch design.

69. In 2014, after numerous assessments and facing increasing scrutiny of its conduct and the defects in its vehicles, GM finally announced a recall for the 2003-2007 Chevrolet Cobalt and 2005-2007 Pontiac G5 vehicles.

**DEFENDANT WAITED UNTIL 2014 TO
FINALLY ORDER A RECALL OF THE DEFECTIVE VEHICLES**

70. After analysis by GM's Field Performance Review Committee and the Executive Field Action Decision Committee ("EFADC"), the EFADC finally ordered a recall of some of the Defective Vehicles on January 31, 2014.

71. Initially, GM's EFADC ordered a recall of only the Chevrolet Cobalt and Pontiac G5 for model years 2005-2007.

72. After additional analysis, the EFADC expanded the recall on February 24, 2014, to include the Chevrolet HHR and Pontiac Solstice for model years 2006 and 2007, the Saturn Ion for model years 2003-2007, and the Saturn Sky for model year 2007.

73. Most recently, on March 28, 2014, GM expanded the recall a third time, to include Chevrolet Cobalts, Pontiac G5s and Solstices, Saturn Ions and Skys from the 2008 through 2010 model years, and Chevrolet HHRs from the 2008 through 2011 model years.

74. GM provided dealers with notice of the recalls on February 26, 2014, March 4, 2014, and March 28, 2014, and mailed letters to some of the current owners of the Defective Vehicles on March 10 and March 11, 2014.

75. To date, GM has *not* pledged to remedy the fact that the key and fob in the Defective Vehicles hang dangerously low, leading to an unreasonable risk that the driver's knee will inadvertently shut down the Defective Vehicles during ordinary driving conditions.

76. In a video message addressed to GM employees on March 17, 2014, CEO Mary Barra admitted that the Company had made mistakes and needed to change its processes.

77. According to Ms. Barra, "Something went terribly wrong in our processes in this instance, and terrible things happened." Barra went on to promise, "[w]e will be better because of this tragic situation if we seize this opportunity."⁹

78. GM now faces an investigation by NHTSA, hearings in both the U.S. House and Senate, and a probe by the Department of Justice.

79. While GM has now appointed a new Vehicle Safety Chief, on information and belief, at least 2.59 million potentially Defective Vehicles remain on the road to this day; and, on information and belief, other vehicles not yet acknowledged by GM also have the deadly ignition switch defects.

DEFENDANT HAS NOT RECALLED ALL THE DEFECTIVE VEHICLES

80. Plaintiff's research, including a review of NHTSA's complaint database, suggests that GM's recall does not capture all of the Defective Vehicles. Plaintiff thereupon believes and alleges that the following additional non-recalled GM vehicles also have defective ignition switches: the 2005 Chevrolet Equinox, the 2006 Chevrolet Trailblazer, and the 2006 Chevrolet Monte Carlo.

81. Plaintiff owned a 2005 Saturn Ion. This make and model was included in GM's ignition switch recall.

⁹ "Something Went 'Very Wrong' at G.M., Chief Says." N.Y. TIMES (Mar. 18, 2014).

82. On information and belief, in marketing and advertising materials, Old GM and GM consistently promoted all their vehicles, including the Defective Vehicles, as safe and reliable.

83. For example, under a section captured “safety,” Old GM’s website for its Chevrolet brand stated in 2005:

OUR COMMITMENT

Your family’s safety is important to us. Whether it’s a short errand around town or a cross-country road trip, Chevrolet is committed to keeping you and your family safe – from the start of your journey to your destination.

That’s why every Chevrolet is designed with a comprehensive list of safety and security features to help give you peace of mind....

84. One Cobalt ad promised, “Side curtain airbags coupled with OnStar makes every journey the safest possible to assure that you and your occupants will stay safe at all times.”

85. An ad for the 2006 Solstice promises that the vehicle “[b]rings power and defines performance.”

86. A 2003 television spot for the Saturn vehicle closed with the tagline “Specifically engineered for whatever is next.” Another 2003 spot closed with the tagline “Saturn. People first.”

87. A 2001 print ad touting the launch of the Saturn focused on safety: “Need is where you begin. In cars, it’s about things like reliability, durability and, of course, safety. That’s where we started when developing our new line of cars. And it wasn’t until we were satisfied that we added things....”

88. Once GM came into existence, it continued to stress the safety and reliability of all its vehicles, including the Defective Vehicles.

89. For example, GM’s Chevrolet brand ran television ads in 2010 showing parents bringing their newborn babies home from the hospital, with the tagline “As long as there are babies, there’ll be Chevys to bring them home.”

90. Another 2010 television ad informed consumers, “Chevrolet’s ingenuity and integrity remain strong, exploring new areas of design and power, while continuing to make some of the safest vehicles on earth.”

91. Old GM and GM made these representations to boost vehicle sales and maximize profits while knowing that the ignition switches in the Defective Vehicles were defective.

92. Throughout the relevant period, Old GM and GM possessed vastly superior knowledge and information to that of consumers – if not exclusive information – about the design and function of the ignition switches in the Defective Vehicles and the existence of the defects in those vehicles.

93. Old GM and GM never informed consumers about the ignition switch defects.

THE IGNITION SWITCH DEFECTS HAVE HARMED PLAINTIFF AND THE CLASS

94. The ignition switch defects have caused damage to Plaintiff and the Class.

95. A vehicle purchased, leased, or retained with a serious safety defect is worth less than the equivalent vehicle leased, purchased, or retained without the defect.

96. A vehicle purchased, leased, or retained under the reasonable assumption that it is safe is worth more than a vehicle known to be subject to the unreasonable risk of catastrophic accident because of the ignition switch defects.

97. Purchasers and lessees paid more for the Defective Vehicles, through a higher purchase price or higher lease payments, than they would have had the ignition switch defects been disclosed. Plaintiff and the Class overpaid for their Defective Vehicles. Because of the concealed ignition switch defects, Plaintiff did not receive the benefit of the bargain.

98. Class members who purchased new or used Defective Vehicles after the date Defendant came into existence – July 10, 2009 – overpaid for their Defective Vehicles as a direct result of Defendant’s ongoing violations of the TREAD Act and state consumer protection laws by failing to disclose the existence of the ignition switch defects.

99. Plaintiff and the Class became stuck with unsafe vehicles that are now worth less than they would have been but for the Companies’ failure to disclose and remedy the ignition

switch defects. Because of the defect and the wreck, Plaintiff has lost the use and enjoyment of this vehicle, and even if the car is repaired, the value of the car is lower because of the recall and defect. Plaintiff has been forced to incur additional, unplanned expenses because of the loss of the car.

100. Defendant admits to at least 13 deaths resulting from accidents linked to the ignition switch defects in the Defective Vehicles. However, Plaintiff believes that the actual number is much higher, and that there may have been hundreds of deaths and injuries attributable to the ignition switch defects.

101. If Old GM or GM had timely disclosed the ignition switch defects as required by the MCPA, the TREAD Act, and the State consumer protection laws set forth below, all Class members' vehicles would now be worth more.

SUCCESSOR LIABILITY

102. As discussed above, GM expressly assumed certain obligations under, *inter alia*, the TREAD Act, and is liable for its non-disclosure and concealment of the ignition switch defects from the date of its formation on July 10, 2009.

103. GM also expressly assumed liability for Lemon Law claims in the Master Sale and Purchase Agreement of June 26, 2009.

104. GM has successor liability for Old GM's acts and omissions in the marketing and sale of the Defective Vehicles because it has continued the business enterprise of Old GM, for the following reasons:

- GM admits that it knew of the ignition system defects from the very date of its formation;
- GM's current CEO, Mary Barra, began working at Old GM in 1980, and in February 2008 she became Vice President of Global Manufacturing Engineering, in which position she knew or should have known of the ignition switch defects;
- GM's Rule 30(b)(6) deponent concerning complaints Old GM and GM received about ignition switch defects in the Cobalt, Victor Hakim, worked at Old GM

from 1971 until the end of Old GM, and now is a “Senior Manager/Consultant” in the “field performance assessment” department, further demonstrating GM’s longstanding knowledge of the ignition switch defects.

- GM has continued in the business of designing, manufacturing, and marketing vehicles, including at least some of the same vehicles as Old GM;
- GM retained the bulk of the employees of Old GM; GM acquired owned and leased real property of Old GM, including all machinery, equipment, tools, information technology, product inventory, and intellectual property;
- GM acquired the contracts, books, and records of Old GM; and
- GM acquired all goodwill and other intangible personal property of Old GM.

TOLLING OF THE STATUTES OF LIMITATION

105. All applicable statutes of limitation have been tolled by GM’s knowing and active fraudulent concealment and denial of the facts alleged herein. Plaintiff and Class members did not discover, and did not know of facts that would have caused a reasonable person to suspect, that Old GM and GM did not report information within their knowledge to federal authorities (NHTSA) or consumers, nor would a reasonable and diligent investigation have disclosed that Old GM and GM had information in their possession about the existence and dangerousness of the defect and opted to conceal that information until shortly before this class action was filed.

106. Indeed, Old GM instructed its service shops to provide Defective Vehicle owners with a new key ring if they complained about unintended shut down, rather than admit what Old GM knew: that the ignition switches were dangerously defective and warranted replacement with a properly designed and built ignition system.

107. In April 2006, some eight years before the first recall of some Defective Vehicles, Old GM internally authorized a redesign of the defective ignition switch. Yet, as part of Old GM’s concealment of the defect, GM redesigned the part but kept the old part number. According to one of the high-level Old GM engineers at the time, “Changing the fit, form or

function of a part without making a part number change is a cardinal sin. It would have been an extraordinary violation of internal processes.”¹⁰

108. Old GM and GM were, and GM remains, under a continuing duty to disclose to NHTSA, Plaintiff, and the Class the true character, quality, and nature of the Defective Vehicles; that this defect is based on dangerous, inadequate, and defective design and/or substandard materials; and that it will require repair, poses a severe safety concern, and diminishes the value of the Defective Vehicles.

109. Because of the active concealment by Old GM and GM, any and all limitations periods otherwise applicable to Plaintiff’s claims have been tolled and GM is estopped from relying on any statutes of limitation in their defense of this action.

CLASS ACTION ALLEGATIONS

110. Plaintiff seeks relief in herein individual capacity and seeks to represent a class consisting of all others who are similarly situated. Pursuant to Fed. R. Civ. P. 23(a) and (b)(2) and/or (b)(3), Plaintiff seeks certification of a class initially defined as follows:

All persons in Ohio and the United States who formerly or currently own or lease one or more of the following GM vehicles: (a) 2003-2010 Saturn Ion; 2005-2010 Chevrolet Cobalt; 2007-2010 Pontiac G5; 2006-2011 Chevrolet HHR; 2006-2010 Pontiac Solstice; and 2007-2010; Saturn Sky; and (b) (Non-recalled vehicles): the 2005 Chevrolet Equinox, the 2006; Chevrolet Trailblazer, and the 2006 Chevrolet Monte Carlo.

111. Excluded from the Class are Defendant and its subsidiaries and affiliates, Defendant’s executives, board members, legal counsel, the judges and all other court personnel to whom this case is assigned, their immediate families, and those who purchased the Product for the purpose of resale.

¹⁰ “‘Cardinal sin’: Former GM engineers say quiet ‘06 redesign of faulty ignition switch was a major violation of protocol.” Automotive News (Mar. 26, 2014).

112. Plaintiff reserves the right to amend or modify the Class definition with greater specificity or division into subclasses after they have had an opportunity to conduct discovery.

113. Numerosity. Fed. R. Civ. P. 23(a)(1). The Class is so numerous that joinder of all members is unfeasible and not practicable. While the precise number of Class members has not been determined at this time, Plaintiff is informed and believes that many millions of consumers have purchased or leased the Defective Vehicles.

114. Commonality. Fed. R. Civ. P. 23(a)(2) and (b)(3). There are questions of law and fact common to the Class, which predominate over any questions affecting only individual Class members. These common questions of law and fact include, without limitation:

- a. Whether the Defective Vehicles suffer from ignition switch defects;
- b. Whether Defendant violated the Ohio Consumer Sales Practices Act, Ohio Rev. Code Ann. §1345.01, *et seq.*;
- c. Whether Defendant violated Ohio Deceptive Trade Practices Act, Ohio Rev. Code Ann. § 4165.01, *et seq.*;
- d. Whether Defendant was negligent;
- e. Whether Defendant fraudulently concealed the ignition switch defects;
- f. Whether Defendant is liable for a design defect;
- g. Whether Defendant violated the MMWA, 15 U.S.C. § 2301, *et seq.*;
- h. Whether Defendant violated Ohio Rev. Code Ann. § 1302.26 and § 1302.27;
- i. Whether Defendant the MCPA, Mich. Comp. L. Ann. § 445.901, *et seq.*;
- j. Whether Defendant violated the other state statutes prohibiting unfair and deceptive acts and practices; and
- k. The nature of the relief, including equitable relief, to which Plaintiff and the Class members are entitled.

115. Typicality. Fed. R. Civ. P. 23(a)(3). Plaintiff's claims are typical of the claims of the Class. Plaintiff and all Class members were exposed to uniform practices and sustained injury arising out of and caused by Defendant's unlawful conduct.

116. Adequacy of Representation. Fed. R. Civ. P. 23(a)(4). Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Plaintiff's Counsel are competent and experienced in litigating class actions.

117. Superiority of Class Action. Fed. R. Civ. P. 23(b)(3). A class action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all the members of the Class is impracticable. Furthermore, the adjudication of this controversy through a class action will avoid the possibility of inconsistent and potentially conflicting adjudication of the asserted claims. There will be no difficulty in the management of this action as a class action.

118. Injunctive and Declaratory Relief. Fed. R. Civ. P. 23(b)(2). Defendant's misrepresentations are uniform as to all members of the Class. Defendant has acted or refused to act on grounds that apply generally to the Class, so that final injunctive relief or declaratory relief is appropriate with respect to the Class as a whole.

FIRST CAUSE OF ACTION

(Violation of Ohio Consumer Sales Practices Act, Ohio Rev. Code Ann. § 1345.01, et seq.)

119. Plaintiff incorporates by reference and re-allege the preceding paragraphs.

120. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Ohio residents who formerly or currently own or lease one or more of the Defective Vehicles.

121. The Ohio Consumer Protection Act, OHIO REV. CODE § 1345.02, prohibits unfair or deceptive acts or practices in connection with a consumer transaction. Specifically, the Act prohibits suppliers from representing that goods have characteristics or uses or benefits which they do not have. The Act also prohibits suppliers from representing that their goods are of a particular quality or grade they are not.

122. Defendant is a “supplier” as that term is defined in the Ohio Consumer Protection Act, OHIO REV. CODE § 1345.01(C).

123. Plaintiff is a “consumer” as that term is defined in the Ohio Consumer Protection Act, OHIO REV. CODE § 1345.01(D).

124. The conduct of Defendant alleged above constitutes unfair and/or deceptive consumer sales practices in violation of OHIO REV. CODE § 1345.02 because Defendant represented through advertising and other marketing communications that the Defective Vehicles were new and free from defects and could be driven safely in normal operation. Instead, the vehicles were not of the standard, quality or grade of new vehicles.

125. Defendant’s conduct caused Plaintiff’s damages as alleged.

126. Plaintiff specifically does not allege herein a claim for violation of OHIO REV. CODE § 1345.72.

127. As a result of the foregoing wrongful conduct of Defendant, Plaintiff has been damaged in an amount to be proven at trial, including, but not limited to, actual and statutory damages, treble damages, court costs and reasonable attorneys’ fees, pursuant to OHIO REV. CODE § 1345.09, et seq.

128. Defendant’s conduct was knowing and/or intentional and/or with malice and/or demonstrated a complete lack of care and/or reckless and/or was in conscious disregard for the rights of Plaintiff, and thus Plaintiff is entitled to punitive damages.

SECOND CAUSE OF ACTION

(Violations of Ohio Deceptive Trade Practices Act, Ohio Rev. Code Ann. § 4165.01, et. seq)

129. Plaintiff incorporates by reference and re-allege the preceding paragraphs.

130. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Ohio residents who formerly or currently own or lease one or more of the Defective Vehicles.

131. OHIO REV. CODE § 4165.02(A) provides that a “person engages in a deceptive trade practice when, in the course of the person’s business, vocation, or occupation,” the person

does any of the following: “(2) Causes likelihood of confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services; ... (7) Represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have; ... (9) Represents that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; ... [and] (11) Advertises goods or services with intent not to sell them as advertised.”

132. Defendant is a “person” within the meaning of OHIO REV. CODE § 4165.01(D).

133. The vehicle sold to Plaintiff was not of the particular sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities represented by Defendant.

134. The vehicles sold to Plaintiff was not of the particular standard, quality, and/or grade represented by Defendant.

135. Defendant made false or misleading statements of fact concerning the vehicle Plaintiff purchased – i.e., that such vehicles were suitable for ordinary use – when Defendant, in fact, knew that they were defective and not suitable for ordinary use.

136. These statements materially influenced Plaintiff’s decision to purchase the Defective Vehicle, in that Defendant’s statements caused Plaintiff to purchase vehicles that they otherwise would not have had they known of the dangerous defect.

137. Defendant’s deceptive trade practices caused Plaintiff’s damages as alleged.

138. Defendant’s conduct was knowing and/or intentional and/or with malice and/or demonstrated a complete lack of care and/or reckless and/or was in conscious disregard for the rights of Plaintiff.

139. As a result of the foregoing wrongful conduct of Defendant, Plaintiff has been damaged in an amount to be proven at trial, including, but not limited to, actual and punitive damages, equitable relief and reasonable attorneys’ fees. .

THIRD CAUSE OF ACTION

(Negligence)

140. Plaintiff incorporates by reference and re-allege the preceding paragraphs.

141. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Ohio residents who formerly or currently own or lease one or more of the Defective Vehicles.

142. Defendant had a duty to its customers as a manufacturer of motor vehicles to design, manufacture, market, and provide vehicles that, in their ordinary operation, are reasonably safe for their intended uses. Defendant had a duty to adequately test its vehicles' safety before selling millions to consumers worldwide.

143. Defendant had a duty to test vehicles for ignition switch problems once Defendant was on notice that its vehicles had a propensity to have ignition switch issues leading to engine failure, which can cause bodily injury, death, and property damage. Moreover, Defendant had a duty to provide true and accurate information to the public to prevent undue risks arising from the foreseeable use of its products.

144. At all times relevant, Defendant sold, marketed, advertised, distributed, and otherwise placed Defective Vehicles into the stream of commerce in an unlawful, unfair, fraudulent, and/or deceptive manner that was likely to deceive the public.

145. Defendant was negligent, and breached the above duties owed to Plaintiff and Class members.

146. As direct and proximate causes of Defendant's breaches, Plaintiff and the Class have been damaged including, but not limited to, the cost of repairs required due to ignition switch problems, the financial loss of owning the Defective Vehicles that are unsafe, and being subjected to potential risk of injury.

FOURTH CAUSE OF ACTION

(Fraudulent Concealment)

147. Plaintiff incorporates by reference and re-allege the preceding paragraphs.

148. Plaintiff brings this claim individually and on behalf of the nationwide Class, or,

alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Ohio residents who formerly or currently own or lease one or more of the Defective Vehicles.

149. Defendant concealed material facts concerning the ignition switch defects before, during, and after the sale of the Defective Vehicles to Plaintiff and Class members, intentionally concealed the above-described material safety information, or acted with reckless disregard for the truth, and denied Plaintiff and the Class information that is highly relevant to their purchasing decision..

150. Defendant had a duty to disclose the ignition switch defects because it was known only to Defendant, who had superior knowledge and access to the facts, and Defendant knew it was not known to or reasonably discoverable by Plaintiff and Class members. These concealed facts were material because they directly impact the safety of the Defective Vehicles. Whether an ignition switch was designed and manufactured with appropriate safeguards is a material safety concern.

151. Defendant actively concealed these material facts, in whole or in part, to protect its profits and avoid a costly recall, and it did so at the expense of Plaintiff and the Class.

152. Plaintiff and the Class were unaware of these concealed material facts and would not have acted as they did if they had known of the concealed facts. Plaintiff' and Class members' actions were justified. Defendant was in exclusive control of the material facts and the public, Plaintiff, and the Class did not know of these facts prior to purchasing the Defective Vehicles.

153. Because of the concealment of the facts, Plaintiff and the Class sustained damage because they purchased and retained Defective Vehicles that are now diminished in value from what they would have been had Defendant timely disclosed the ignition switch defects.

154. Defendant further affirmatively misrepresented to Plaintiff in advertising and other forms of communication, including standard and uniform material provided with each car, that the vehicles they were selling were new, had no significant defects and would perform and operate properly when driven in normal usage.

155. The above misrepresentations and concealments were material because they were facts that would typically be relied upon by a person purchasing or leasing a new motor vehicle, and if it had been disclosed Plaintiff and the Class would not have bought or leased the Defective Vehicles.

156. Defendant's acts were done maliciously, oppressively, deliberately, with intent to defraud, in reckless disregard of Plaintiff's and Class members' rights and well-being, and to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

FIFTH CAUSE OF ACTION

(Product Liability – Design Defect)

157. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

158. Defendant is a manufacturer and supplier of automobiles.

159. Defendant owed Plaintiff a non-delegable duty to exercise ordinary and reasonable care to properly design, engineer, and manufacture vehicles against foreseeable hazards and malfunctions including the ignition switch defect.

160. Defendant owed Plaintiff a non-delegable duty to exercise ordinary and reasonable care in designing, engineering and manufacturing the vehicles so that they would function normally, including that they would not suddenly lose power.

161. Defendant also owed – and owe – a continuing duty to notify Plaintiff of the problem at issue and to repair the dangerous defects.

162. Defendant breached these duties of reasonable care by designing, engineering and manufacturing vehicles with the ignition switch defects and breached their continuing duty to notify Plaintiff of these defects.

163. The foreseeable hazards and malfunctions include, but are not limited to, the sudden and unanticipated and uncontrollable loss of control of these vehicles.

164. Plaintiff did not and could not know of the intricacies of these defects and their

latent and dangerous manifestations, or the likelihood of harm therefrom arising in the normal use of their vehicles.

165. At all relevant times, there existed alternative designs and engineering which were both technically and economically feasible. Further, any alleged benefits associated with the defective designs are vastly outweighed by the real risks associated with sudden loss of power.

166. The vehicles were defective as herein alleged at the time they left Defendant's factories, and the vehicles reached Plaintiff without substantial change in the condition in which they were sold.

167. As a direct and proximate result of Defendant's breaches, Plaintiff and the Class suffered damages.

168. Accordingly, Plaintiff is entitled to recover appropriate damages including, but not limited to, diminution of value, return of lease payments and penalties, and injunctive relief related to future lease payments or penalties.

169. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Ohio residents who formerly or currently own or lease one or more of the Defective Vehicles.

SIXTH CAUSE OF ACTION

(Violation of Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.*)

170. Plaintiff incorporates by reference and re-allege the preceding paragraphs.

171. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Ohio residents who formerly or currently own or lease one or more of the Defective Vehicles.

172. Plaintiff and Class members are "consumers" within the meaning of the MMWA, 15 U.S.C. § 2301(3).

173. Defendant is a "supplier" and "warrantor" within the meaning of the MMWA, 15 U.S.C. § 2301(4)-(5).

174. The Defective Vehicles are "consumer products" within the meaning of the

MMWA, 15 U.S.C. § 2301(1).

175. Defendant affirmed the fact, promise, and/or described in writing that the ignition switch would meet a specified level of performance over a specified period of time, namely, that it would not require maintenance and last for the life of the Defective Vehicles. Defendant's written affirmations of fact, promises, or descriptions related to the nature of the ignition switch in the Defective Vehicles and became part of the basis of the bargain between Plaintiff and Defendant. Defendant refuses to recognize or honor the written ignition switch warranties and, indeed, denies the existence of these warranties. Defendant breached its written warranties when the Defective Vehicles did not perform as represented by Defendant and thereafter when Defendant refused to recognize or honor the warranties. Defendant's conduct thereby caused damages to Plaintiff and Class members.

176. The amount in controversy of Plaintiff's individual claim meets or exceeds the sum or value of \$25. In addition, the amount in controversy meets or exceeds the sum or value of \$50,000 (exclusive of interests and costs) computed on the basis of all claims to be determined in this suit.

177. Resorting to any informal dispute resolution procedure and/or affording Defendant a reasonable opportunity to cure its breach of written warranties to Plaintiff is unnecessary and/or futile. At the time of sale to Plaintiff, Defendant knew, should have known, or was reckless in not knowing of its misrepresentations or omissions concerning the ignition switch defects, but nevertheless failed to rectify the situation and/or disclose it to Plaintiff. Moreover, the remedies available through any informal dispute resolution procedure would be wholly inadequate under the circumstances. Accordingly, any requirement under the MMWA or otherwise that Plaintiff resort to any informal dispute resolution procedure and/or afford Defendant a reasonable opportunity to cure its breach of written warranties is excused and, thereby, deemed satisfied.

178. As a direct and proximate result of Defendant's breach of written warranties, Plaintiff and Class members sustained damages and other losses. Defendant's conduct caused Plaintiff and Class members' damages and, accordingly, Plaintiff and Class members are entitled

to recover damages, specific performance, diminution in value, costs, attorneys' fees, rescission, and/or other equitable relief as appropriate.

SEVENTH CAUSE OF ACTION

(Breach of the Implied Warranty of Merchantability, Ohio Rev. Code Ann. § 1302.27)

179. Plaintiff incorporates by reference and re-allege the preceding paragraphs.

180. Defendant is and was at all relevant times a merchant with respect to motor vehicles.

181. Defendant impliedly warranted that its vehicles were of good and merchantable quality and fit, and safe for their ordinary intended use – transporting the driver and passengers in reasonable safety during normal operation, and without unduly endangering them or members of the public.

182. As described above, there were dangerous defects in the vehicles manufactured, distributed, and/or sold by Defendant, which Plaintiff purchased, including, but not limited to, defects that caused the vehicles to suddenly and unintentionally lose power and the ignition turn off.

183. These dangerous defects existed at the time the vehicles left Defendant's manufacturing facilities and at the time they were sold to the Plaintiff and the Class.

184. These dangerous defects were the direct and proximate cause of damages to the Plaintiff and the Class.

185. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Ohio residents who formerly or currently own or lease one or more of the Defective Vehicles.

EIGHTH CAUSE OF ACTION

(Violations of Michigan Consumer Protection Act, Mich. Comp. L. Ann. § 445.901, *et seq.*)

186. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

187. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of

Ohio residents who formerly or currently own or lease one or more of the Defective Vehicles.

188. Old GM, GM, and Plaintiff are each “persons” under Mich. Comp. L. Ann. § 445.902(d).

189. The sale of the Defective Vehicles to Plaintiff and the Class occurred within “trade and commerce” within the meaning of Mich. Comp. L. Ann. § 445.902(d), and both GM and Old GM committed deceptive and unfair acts in the conduct of “trade and commerce” as defined in that statutory section.

190. The MCPA deems unlawful any “unfair, unconscionable, or deceptive methods, acts or practices in the conduct of trade or commerce,” as more specifically defined in the MCPA. Mich. Comp. L. Ann. § 445.903(1). GM has engaged in unfair, unconscionable, and deceptive methods, acts and practices in violation of the MCPA, and also has successor liability for the unfair, unconscionable, and deceptive methods, acts, and practices of Old GM as described herein.

191. Both Old GM and GM violated the MCPA by “[f]ailing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.” Mich. Comp. L. Ann. § 445.903(s).

192. As alleged above, both Companies knew of the ignition switch defect, while Plaintiff and the Class were deceived by the Companies’ omission into believing the Defective Vehicles were safe, and the information could not have reasonably been known by the consumer until the February and March 2014 recalls.

193. Old GM also violated the MCPA by “[m]aking a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is.” Mich. Comp. L. Ann. § 405.903(bb). Indeed, Old GM represented that the Defective Vehicles were safe such that reasonable people believed such representations to be true.

194. Old GM also violated the MCPA by “[f]ailing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner.” Mich. Comp. L.

Ann. § 405.903(cc). Old GM represented that the Defective Vehicles were safe, yet failed to disclose the material fact that the ignition switch was defective.

195. Old GM's and GM's acts and practices were unfair and unconscionable because their acts and practices, including the manufacture and sale of vehicles with an ignition switch defect, and the Companies' failure to adequately disclose the defect to NHTSA and the Class and timely implement a remedy, offend established public policy, and because the harm the Companies caused consumers greatly outweighs any benefits associated with those practices. While Old GM knew of the ignition switch defects by 2001, it continued to design, manufacture, and market the Defective Vehicles until 2007.

196. All the while, Old GM knew that the vehicles had an unreasonable propensity to shut down during ordinary driving conditions, leading to an unreasonable risk of serious bodily injury or death.

197. Plaintiff and the Class have suffered an injury, including the loss of money or property, as a result of GM's unfair, unlawful, and/or deceptive practices.

198. Old GM and GM failed to inform NHTSA, and therefore failed to inform consumers, that the Defective Vehicles had a defective ignition switch that could lead to injury and death. Had Plaintiff and the Class known this, they would either not have purchased their vehicles at all or would have paid less for them, and would not have retained their Defective Vehicles. Plaintiff and the Class have therefore suffered a "loss" because of the violations of the MCPA complained of herein.

199. Plaintiff requests that this Court: enjoin GM from continuing its unfair, unlawful, and/or deceptive practices; provide to Plaintiff and each Class member either their actual damages as the result of GM's unfair, unlawful, and deceptive trade practices, or \$250 per Class member, whichever is higher; award reasonable attorneys' fees; and provide other appropriate relief under Mich. Comp. L. Ann. § 445.911.

200. Plaintiff acknowledges that, on its face, the MCPA purports to (i) deprive non-residents of bringing class (but not individual) actions under the MCPA; and (ii) allows

individuals (but not class members) the ability to recover a penalty of \$250 per person if that amount is greater than their actual damages. After the United States Supreme Court's decision in *Shady Grove Orthopedic Ass'n, P.A. v. Allstate Ins. Co.*, 589 U.S. 393 (2010), however, any such prohibitions imposed in class actions (but not in individual actions) are trumped and superseded by Fed. R. Civ. P. 23, which imposes no such restrictions.

NINTH CAUSE OF ACTION

(Violations of the Other State Statutes Prohibiting Unfair and Deceptive Acts and Practices)

201. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

202. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of subclasses of the other states' residents who formerly or currently own or lease one or more of the Defective Vehicles.

203. The state deceptive trade practices acts were enacted by the various states following the passage of the Federal Trade Commission Act ("FTC Act"), which prohibits deceptive acts and practices in the sale of products to consumers. The state laws in this area are modeled on the FTC Act and are therefore highly similar in content.

204. Defendant's actions violate the Deceptive Trade Practices Acts of the various states, as set out more fully above, by failing to disclose and by actively concealing the defective ignition switch in GM vehicles.

205. The conduct described in the statement of facts constitutes unfair or deceptive trade practices predominantly and substantially affecting the conduct of trade or commerce throughout the United States in violation of the state deceptive trade practices acts and other similar state statutes prohibiting unfair and deceptive acts and practices. The deceptive trade practices acts violated by Defendant are set forth in the next paragraph.

206. The violations of the various state consumer protection acts (Alabama: the Alabama Deceptive Trade Practices Act (Ala. Code §8-19-1 et seq.); Alaska: Alaska Unfair Trade

Practices and Consumer Protection Act (Alaska Stat. §45.50.471 et seq.); Arizona: the Arizona Consumer Fraud Statute (Ariz. Rev. Stat. Ann. §44-1521 et seq.); Arkansas: the Arkansas Deceptive Trade Practices Act (Ark. Code Ann. §4-88-101 et seq.); California: the California False Advertising Law, California Business & Professions Code § 17200, et. seq.); Colorado: the Colorado Consumer Protection Act (Colo. Rev. Stat. §6-1-101 et seq.); Connecticut: the Connecticut Unfair Trade Practices Act (Conn. Gen. Stat. §42-110a et seq.); Washington, D.C. the Consumer Protection Procedures Act (D.C. Code Ann. §28-3901 et seq.); Florida: the Florida Deceptive and Unfair Trade Practices Act (Fla. Stat. Ann. §501.201 et seq. (West)) and the Florida False Advertising Statutes (Fla. Stat. Ann. §817.40 et seq. (West)); Georgia: Uniform Deceptive Trade Practices Act (Ga. Code Ann. §10-1-370 et seq.); the Fair Business Practices Act (Ga. Code Ann. §10-1-390 et seq.); and the False Advertising Statute (Ga. Code Ann. §10-1-420 et seq.); Hawaii: The Hawaii Federal Trade Commission Act (Hawaii Rev. Stat. §480 et seq.) and the Uniform Deceptive Trade Practice Act (Hawaii Rev. Stat. §481A et seq.); Idaho: the Idaho Consumer Protection Act (Idaho Code §48-601 et seq.); Illinois: the Illinois Consumer Fraud and Deceptive Business Practices Act (815 Ill. Comp. Stat. Ann. §505/1 et seq. (Smith Hurd)) and the Uniform Deceptive Trade Practices Act (815 Ill. Comp. Stat. Ann. 510/1 et seq. (Smith Hurd)); Indiana: the Deceptive Consumer Sales Act (Ind. Code Ann. §24-5-0.5-1 et seq. (Burns)); Iowa: the Iowa Consumer Fraud Act (Iowa Code Ann. §714.16 (West)); Kansas: the Kansas Consumer Protection Act (Kan. Stat. Ann. §50-623 et seq.); Kentucky: the Consumer Protection Act (Ky. Rev. Stat. §367.110 et seq.); Louisiana: the Unfair Trade Practices and Consumer Protection Law (La. Rev. Stat. Ann. §51:1401 (West)); Maine: the Maine Unfair Trade Practices Act (Me. Rev. Stat. Ann. Tit. 5 §206 et seq.) and the Uniform Deceptive Trade Practices Act (Me. Rev. Stat. Ann. Tit. 10 §1211 et seq.); Maryland: the Maryland Consumer Protection Act (Md. Com. Law Code Ann. §§13-101 et seq., 14-101 et seq.); Massachusetts: the Consumer Protection Act (Mass. Gen. Laws Ann. Ch. 93A); Minnesota: the Consumer Fraud Act (Minn. Stat. Ann. §325 F. 69); the False Statement in Advertisement Statute (Minn. Stat. Ann. §325 F. 67); the Uniform Deceptive Trade Practices Act (Minn. Stat. Ann. §325D.44); and the Unlawful Trade Practices

Act (Minn. Stat. Ann. §325D.13); Mississippi: the Consumer Protection Act (Miss. Code Ann. §75-24-1 et seq.) and the False Advertising Statutes (Miss. Code Ann. §97-23-3); Missouri: the Missouri Merchandising Practices Act (Mo. Rev. Stat. §407.010 et seq.); Montana: the Montana Unfair Trade Practices and Consumer Protection Act (Mont. Code Ann. §30-14-101 et seq.); and the Statutory Deceit Statute (Mont. Code Ann. §27-1-712); Nebraska: the Nebraska Consumer Protection Act (Neb. Rev. Stat. §59-1601 et seq.) and the Nebraska Uniform Deceptive Trade Practices Act (Neb. Rev. Stat. §87-301 et seq.); Nevada: the Deceptive Trade Statutes (Nev. Rev. Stat. §§598.0903 et seq., 41.600 et seq.); New Hampshire: the Regulation of Business Practices for Consumer Protection Act (N.H. Rev. Stat. Ann. §358-A:1 et seq.); New Jersey: the New Jersey Consumer Fraud Act (N.J. Stat. Ann. §56:8-1 et seq. (West)); New Mexico: New Mexico Unfair Practices Act (N.M. Stat. Ann. §57-12-1 et seq.); New York: New York Consumer Protection Act (N.Y. Gen. Bus. Law §§349, 350 (Consol.)); North Carolina: North Carolina Unfair and Deceptive Trade Practices Act (N.C. Gen. Stat. §75-1.1 et seq.); North Dakota: Deceptive Act or Practice Statutes (N.D. Gen. Stat. §51-15-01 et. seq.); Oklahoma: Oklahoma Consumer Protection Act (Okla. Stat. Ann. Tit. 15, §751 et seq. (West)) and the Oklahoma Deceptive Trade Practices Act (Okla. Stat. Ann. Tit. 78, §51 et seq. (West)); Oregon: the Unlawful Trade Practices Act (Or. Rev. Stat. §646.605 et seq.) and the Oregon Food and Other Commodities Act (Or. Rev. Stat. §616.005 et seq.); Pennsylvania: Unfair Trade Practices Act and Consumer Protection Law (Pa. Stat. Ann. Tit. 73 §201-1 et seq. (Purdon)); Rhode Island: Consumer Protection Act (R.I. Gen. Law §6-13.1-1 et seq.); South Carolina: South Carolina Unfair Trade Practices Act (S.C. Code Ann. §39-5-10 et seq.); South Dakota: South Dakota Deceptive Trade Practices and Consumer Protection Law (S.D. Codified Laws Ann. §37-24-1 et seq.); Tennessee: Tennessee Consumer Protection Act (Tenn. Code Ann. §47-18-101 et seq.); Texas: Texas Deceptive Trade Practices Act (Tex. Bus. & Com. Code Ann. §17.41 et seq. (Vernon)); Utah: Utah Consumer Sales Practices Act (Utah Code Ann. §13-11-1 et seq.) and the Utah Truth in Advertising Act (Utah Code Ann. §13-11a-1 et seq.); Vermont: Vermont Consumer Fraud Statute (Vt. Stat. Ann. Tit. 9, §2451 et seq.); Virginia: Virginia Consumer Protection Act

(Va. Code 59.1-196 et seq.); Washington: Washington Consumer Protection Act (Wash. Rev. Code Ann. §19.86 et seq.); West Virginia: West Virginia Consumer Credit and Protection Act (W. Va. Code §46A-6-101 et seq.); Wisconsin: Wisconsin Fraudulent Representations Act (Wis. Stat. Ann. §100.18 et seq. (West)); Wyoming: Consumer Protection Act (Wyo. Stat. §40-12-101 et seq.)) have directly, foreseeably, and proximately caused damages to Plaintiff and proposed class in amounts yet to be determined.

207. As a result of Defendant's violations of the Deceptive Trade Practices Acts of the various states prohibiting unfair and deceptive acts and practices, Plaintiff and Class members have suffered actual damages for which Defendant is liable.

TENTH CAUSE OF ACTION

(Breach of Contract/Common Law Warranty/Unjust Enrichment)

208. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

209. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Ohio residents who formerly or currently own or lease one or more of the Defective Vehicles.

210. To the extent Defendant's repair or adjust commitment is deemed not to be a warranty under Ohio's Commercial Code, Plaintiff pleads in the alternative under common law warranty and contract law. Defendant limited the remedies available to Plaintiff and the Class to just repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by Defendant, and/or warranted the quality or nature of those services to Plaintiff.

211. Defendant breached this warranty or contract obligation by failing to repair the Defective Vehicles evidencing an ignition switch problem, including those that were recalled, or to replace them.

212. As a direct and proximate result of Defendant's breach of contract or common law warranty, Plaintiff and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

213. In the alternative, Defendant had knowledge of the safety defects in its vehicles, which it failed to, disclose to Plaintiff and the Class.

214. As a result of their wrongful and fraudulent acts and omissions, as set forth above, pertaining to the design defect of their vehicles and the concealment of the defect, Defendant charged a higher price for their vehicles than the vehicles' true value and Defendant obtained monies which rightfully belong to Plaintiff.

215. Defendant appreciated, accepted and retained the benefits conferred by Plaintiff and the Class, who without knowledge of the safety defects paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Defendant to retain these wrongfully obtained profits. There is no justification for Plaintiff's and the Class' impoverishment and Defendant's related enrichment.

216. Plaintiff, therefore, are entitled to restitution and seek an order establishing Defendant as constructive trustees of the profits unjustly obtained, plus interest.

ELEVENTH CAUSE OF ACTION

Fraudulent Concealment

217. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

218. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Ohio residents who formerly or currently own or lease one or more of the Defective Vehicles.

219. Defendant intentionally concealed the above-described material safety information, or acted with reckless disregard for the truth, and denied Plaintiff and the Class information that is highly relevant to their purchasing decision.

220. Defendant further affirmatively misrepresented to Plaintiff in advertising and other forms of communication, including standard and uniform material provided with each car that the vehicles they were selling were new, had no significant defects and would perform and operate properly when driven in normal usage.

221. Defendant knew these representations were false when made.

222. The vehicles purchased or leased by Plaintiff and the Class were, in fact, defective, unsafe, and unreliable, because the vehicles were subject to an ignition switch defect as described above.

223. Defendant had a duty to disclose that these vehicles were defective, unsafe and unreliable in that the vehicles were subject to sudden loss of power and an ignition control defect, because Plaintiff relied on Defendant's material representations that the vehicles they were purchasing were safe and free from defects.

224. The aforementioned concealment was material because if it had been disclosed Plaintiff and the Class would not have bought or leased the vehicles.

225. The aforementioned representations were material because they were facts that would typically be relied on by a person purchasing or leasing a new motor vehicle. Defendant knew or recklessly disregarded that its representations were false because it knew that people had died as a result of its vehicles' ignition defect between 2002 and 2009. Defendant intentionally made the false statements in order to sell vehicles.

226. Plaintiff and the Class relied on Defendant's reputation – along with Defendant's failure to disclose the ignition problems and Defendant's affirmative assurance that its vehicles were safe and reliable and other similar false statements – in purchasing or leasing Defendant's vehicles.

227. As a result of their reliance, Plaintiff and the Class have been injured in an amount to be proven at trial, including, but not limited to, their lost benefit of the bargain and overpayment at the time of purchase and/or the diminished value of their vehicles.

228. Defendant's conduct was knowing, intentional, with malice, demonstrated a complete lack of care, and was in reckless disregard for the rights of Plaintiff and the Class. Plaintiff and the Class are therefore entitled to an award of punitive damages.

TWELVTH CAUSE OF ACTION

(Breach of Express Warranty – Ohio Rev. Code Ann. § 1302.26, *et seq.*)

229. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

230. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of Ohio residents who formerly or currently own or lease one or more of the Defective Vehicles.

231. Defendant expressly warranted – through statements and advertisements described above – that the vehicles were of high quality, and, at a minimum, would actually work properly and safely.

232. Defendant breached this warranty by knowingly selling to Plaintiff vehicles with dangerous defects, and which were not of high quality.

233. Plaintiff has been damaged as a direct and proximate result of the breaches by Defendant in that the Defective Vehicles purchased by Plaintiff was and are worth far less than what the Plaintiff paid to purchase, which was reasonably foreseeable to Defendant.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the other members of the Class proposed in this Complaint, respectfully requests that the Court enter judgment in herfavor and against Defendant, as follows:

- A. Declaring that this action is a proper class action, certifying the Class as requested herein, designating Plaintiff as Class Representative and appointing the undersigned counsel as Class Counsel;
- B. Ordering Defendant to pay actual damages (and no less than the statutory minimum damages) and equitable monetary relief to Plaintiff and the other members of the Class;
- C. Ordering Defendant to pay punitive damages, as allowable by law, to Plaintiff and the other members of the Class;
- D. Ordering Defendant to pay statutory damages, as allowable by the statutes asserted herein, to Plaintiff and the other members of the Class;
- E. Awarding injunctive relief as permitted by law or equity, including enjoining Defendant from continuing the unlawful practices as set forth herein, and ordering Defendant to engage in a corrective recall campaign;
- F. Ordering Defendant to pay attorneys' fees and litigation costs to Plaintiff and the other members of the Class;
- G. Ordering Defendant to pay both pre- and post-judgment interest on any amounts awarded; and
- H. Ordering such other and further relief as may be just and proper.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff and the Class demand a trial by jury.

Dated: May 2, 2014

Respectfully submitted,

ZOLL, KRANZ & BORGESS, LLC,

/s/Michelle L. Kranz
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Attorneys for Plaintiff
To be admitted Pro Hac Vice

Counsel for Plaintiffs

Exhibit H

**IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

NANCY HAUSMANN FRANK individually,
and on behalf of all those similarly situated,

Case No.:

Plaintiff,

CLASS REPRESENTATION

vs.

GENERAL MOTORS, LLC,

Defendant.

_____ /

COMPLAINT

This case arises from General Motors LLC’s (“GM”) unconscionable failure to disclose and active concealment of a defect in certain GM vehicles that renders them unsafe to drive and has likely killed and injured innocent victims. The defect involves the vehicles’ power steering system, causing a sudden loss of electric power to the steering assist (“Power Steering Defect”) making the vehicle virtually incapable of being driven. The Power Steering Defect is present in many makes and model years, and renders the affected vehicles dangerously susceptible to failure during normal and foreseeable driving conditions. GM has known for years and has actively concealed the Power Steering Defect, which has likely resulted in deaths and significant injury. Accordingly, the Plaintiff, Nancy Hausmann Frank, individually and on behalf of all similarly situated individuals, brings this action against Defendant GM, and alleges as follows:

PARTIES

1. Plaintiff Nancy Hausmann Frank, a resident of the Southern District of Florida and citizen of Florida, owns a 2008 Saturn Aura. Plaintiff chose the Saturn Aura, in part, because

she wanted a safely designed and manufactured vehicle, and she understood that the Saturn Aura has a reputation for being of high-quality, durable, and safe. Plaintiff did not learn of the Power Steering Defect until April 2014.

2. GM is a Delaware limited liability company doing business in all fifty states (including the District of Columbia) with its principal place of business in Detroit, Michigan. GM is responsible for the manufacture, distribution, and sale of all GM automobiles in the United States, as well as engineering design, research and development, and manufacturing activities in the United States, Canada, and Mexico. GM is a wholly-owned subsidiary of General Motors Company, a Delaware corporation with its principal place of business in Detroit, Michigan.

3. GM was incorporated in 2009 and, on July 10, 2009, pursuant to a Master Sales and Purchase Agreement (“Agreement”), acquired substantially all assets and assumed certain liabilities of General Motors Corporation (“GM Corp.”) through a Section 363 sale under Section 11 of the U.S. Bankruptcy Code.

4. Under the Agreement, GM expressly assumed the following obligation:

From and after the Closing, Purchaser [GM] shall comply with the certification, reporting and recall requirements of the National Traffic and Motor Vehicle Act, the Transportation Recall Enhancement, Accountability and Documentation Act, the Clean Air Act, the California Health and Safety Code, and similar laws, in each case, to the extent applicable in respect of vehicles and vehicles parts manufactured or distributed by [GM Corp.].

5. GM also expressly assumed:

All Liabilities arising under express written warranties of [GM Corp.] that are specifically identified as warranties and delivered in connection with the sale of new, certified used or pre-owned vehicles or new or remanufactured motor vehicle parts and equipment (including service parts, accessories, engines and transmissions) manufactured or sold by

[GM Corp.] or Purchaser prior to or after the Closing and (B) all obligations under Lemon Laws.

6. GM is also liable through successor liability for the deceptive and unfair acts and omissions of GM Corp., as alleged in this Complaint, because GM acquired and operated GM Corp., and ran it as a continuing business enterprise, utilizing substantially the same brand names, logos, plants, offices, leadership, personnel, engineers, and employees. GM was aware from its inception of the Power Steering Defect in certain of its vehicles, and GM and GM Corp. concealed the Power Steering Defect from the public, regulators, and the bankruptcy court. Because GM is liable for the wrongful conduct of GM Corp., there is no need to distinguish between the conduct of GM Corp. and GM, therefore the Complaint will simply refer to GM as the corporate actor when describing the relevant facts.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this action under 28 U.S.C. §1332(d) because the amount in controversy for the Class exceeds \$5,000,000, exclusive of interest and costs, there are more than 100 Class members, and more than two-thirds of the Class is diverse from the Defendant.

8. This Court has personal jurisdiction over the Defendant because the Defendant conducts substantial business in this District, and some of the actions giving rise to the claims in this Complaint took place in this District.

9. Venue is proper in this District under 28 U.S.C. §1391(d) because a substantial part of the events or omissions giving rise to the claims occurred in this District, and because Defendant has caused harm to Class members residing in this District.

FACTUAL ALLEGATIONS

10. For years, GM manufactured and actively concealed a defect in certain of its vehicles. The power steering system of certain makes and model GM vehicles are dangerously susceptible to failure during normal and foreseeable driving conditions. When the power steering system fails, it makes the vehicle virtually impossible to steer or direct in a safe manner.

11. The Plaintiff brings this action seeking relief against GM individually, and, on behalf of a class of persons whom purchased or leased vehicles that have a defective power steering system.

12. Recently, GM admitted that the Power Steering Defect renders the vehicle unsafe and creates a risk of a crash and serious injury.

13. The vehicles that have this defect (collectively, the “Defective Vehicles”) are:

- Chevrolet Malibu: All vehicles in model years 2004 and 2005, and certain vehicles model years for 2006, 2008, and 2009;
- Chevrolet Malibu Maxx: All model years for 2004 and 2005, and certain vehicles in model year 2006;
- Chevrolet HHR (Non-Turbo): Certain vehicles in model years 2009 and 2010;
- Chevrolet Cobalt: Certain vehicles in model year 2010;
- Saturn Aura: Certain vehicles in model years 2008 and 2009;
- Saturn ION: All vehicles in model years 2004 to 2007;
- Pontiac G6: All vehicles in model year 2005, and certain vehicles in model years 2006, 2008, and 2009; and
- Service parts installed on certain vehicles before May 31, 2010, under a previous safety recall.

14. So far, there are approximately 1.3 million Defective Vehicles:

15. In March 2010, GM recalled 1.05 million 2005-10 Cobalts, and 2007-10 Pontiac G5s, because they were experiencing a loss of power that disabled the power steering system, making the vehicles difficult, if not impossible, to control. The electric motor that provides the assist to the power steering system could fail when debris built up on the motor's brushes ("2010 Recall").

16. The 2010 Recall was based on complaints that the power steering would fail during routine and foreseeable use. Indeed, as early as June 2004, the Power Steering Defect was experienced by drivers and prior to 2008, the Power Steering Defect started to result in numerous and serious reported injuries.

17. The same or substantially similar power steering system that was recalled in 2010 is also used in all of the Defective Vehicles.

18. Notwithstanding its knowledge that the Defective Vehicles had the same problem as the vehicles in the 2010 Recall, GM elected to put its profits over safety and refused to recall the other vehicles which it knew or should have known had a defect similar to the prior recalled vehicles.

19. Now, after a decade of knowing that the design and/or manufacture of the power steering systems in the Defective Vehicles was unreasonably dangerous, GM issued a subsequent recall, which is at issue in this case ("2014 Recall").

20. Despite its disregard for public safety, GM vehicles have been marketed based on safety from 2002, through the present. For example, Chevrolet emphasized on its website that "[y]our family's safety is important to us . . . That's why every Chevrolet is designed with a comprehensive list of safety and security features to help give you peace of mind." Likewise, in

advertisements for Saturn, GM utilized the slogan, “Saturn. People First,” and stated that, “[i]n cars, it’s about things like reliability, durability, and of course, safety. That’s where we started when developing our new line of cars.”

21. Under the Transportation Recall Enhancement, Accountability and Documentation Act (“TREAD Act”), 49 U.S.C. §§ 30101-30170, and its accompanying regulations, when a manufacturer learns that a vehicle contains a safety defect, the manufacturer must promptly disclose the defect. If it is determined that the vehicle is defective, the manufacturer must notify vehicle owners, purchasers, and dealers of the defect, and must remedy the defect. GM repeatedly violated the TREAD Act by actively concealing information about the Power Steering Defect for at least five years.

22. Throughout the relevant period, GM possessed vastly superior knowledge and information -- if not exclusive knowledge-- to that of consumers about the design and function on the power steering in the Defective Vehicles and the existence of the defect in those vehicles.

23. The Power Steering Defect and GM’s gross misconduct have caused actual damages to Plaintiff and the Class. Plaintiff and the Class members did not receive the benefit of their bargains as purchasers and lessees, as they received vehicles that were less safe, less useful, and of lower quality and value than represented. Indeed, Plaintiff and the Class members contracted to purchase safe and reliable vehicles, not vehicles that do experience a sudden loss of power to the power steering system and thereby become difficult, if not impossible, to steer, increasing the chance for collisions and injuries. Accordingly, Plaintiff and the Class members paid an excessive amount for their vehicles or made higher than necessary lease payments. Had the Power Steering Defect been disclosed, Plaintiff and the Class Members would not have paid as much for their vehicles or made as high lease payments.

24. The value of the Defective Vehicles has also been diminished because of the publicity regarding the Power Steering Defect. The value of the Defective Vehicles has been further diminished based on GM's actions in refusing to disclose defects in their products as is evidenced by recent testimony in Congress, and documents provided to governmental entities related to GM's ignition switches and the Power Steering Defect, both of which can cause serious injuries and death. GM's offer to replace the power steering system does not adequately address the diminished value of Plaintiff's, and the Class members' vehicles.

TOLLING OF THE STATUTES OF LIMITATION

25. All applicable statutes of limitation have been tolled by GM's knowing and active fraudulent concealment and denial of the Power Steering Defect. GM has been aware of the Power Steering Defect since at least 2004, and has concealed from the Plaintiff, the Class members, the public, and the United States government the complete truth about the Power Steering Defect. Moreover, GM continued to design and manufacture new vehicles with the Power Steering Defect notwithstanding its knowledge that the power steering system was defective.

26. Even now, after the Defective Vehicles have been recalled, GM continues to downplay the significance, danger, and nature of the Power Steering Defect.

27. Plaintiff and the Class members did not discover and could not have discovered with reasonable diligence the facts that would have caused a reasonable person to suspect that the Power Steering Defect existed or that GM did not report information within its knowledge regarding the existence of a dangerous defect to federal authorities or consumers until shortly before this class action was filed.

28. GM was and remains under a continuing duty to disclose to the NHTSA, the Plaintiff, and the Class Members the true character, quality, and nature of the Defective Vehicles. GM actively concealed the true character, quality, and nature of the Defective Vehicles. Plaintiff and the Class members relied on GM’s active concealment of these facts. GM is therefore estopped from relying on any statutes of limitations in this action.

CLASS ALLEGATIONS

29. Plaintiff asserts that a class should be certified pursuant to Rules 23(b)(2) and (b)(3), of the Federal Rules of Civil Procedure, and the following class should be certified:

All persons in the United States who currently own or lease one or more of the following GM vehicles: Chevrolet Malibu: All vehicles in model years 2004 and 2005, and certain vehicles in model years 2006, 2008, and 2009; Chevrolet Malibu Maxx: All vehicles in model years 2004 and 2005, and certain vehicles in model year 2006; Chevrolet HHR (Non-Turbo): Certain vehicles in model years 2009 and 2010; Chevrolet Cobalt: Certain vehicles in model year 2010; Saturn Aura: Certain vehicles in model years 2008 and 2009; Saturn ION: All vehicles in model years 2004 through 2007; Pontiac G6: All vehicles in model year 2005, and certain vehicles in model years 2006, 2008 and 2009. Excluded from the Class are GM, its employees, co-conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies; class counsel and their employees; and the judicial officers and their immediate family members and associated court staff assigned to this case. Also excluded are any individuals claiming damages from personal injuries allegedly arising from the Defective Vehicles.

30. Plaintiff also seeks to certify a Florida subclass (the “Florida Subclass”), defined as:

All Florida residents who currently own or lease one or more of the following GM vehicles: Chevrolet Malibu: All vehicles in model years 2004 and 2005, and certain vehicles in model years 2006, 2008, and 2009; Chevrolet Malibu Maxx: All vehicles in model years 2004 and 2005, and certain vehicles in model year 2006; Chevrolet HHR (Non-Turbo): Certain vehicles in model years 2009 and 2010; Chevrolet Cobalt: Certain vehicles in model year 2010; Saturn Aura: Certain vehicles in model years 2008 and 2009; Saturn ION: All vehicles in model years 2004 through 2007; Pontiac G6: All vehicles in model year 2005, and certain vehicles in

model years 2006, 2008 and 2009. Excluded from the Class are GM, its employees, co-conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies; class counsel and their employees; and the judicial officers and their immediate family members and associated court staff assigned to this case. Also excluded are any individuals claiming damages from personal injuries allegedly arising from the Defective Vehicles.

31. There are approximately 1.3 million Defective Vehicles. Given the number of Defective Vehicles, the number of potential Class members is sufficient to make joinder impracticable. Moreover, each Class member can be readily identified using registration records, sales records, production records, and other information kept by GM or third parties in the usual course of business and within its possession, custody, or control.

32. There are numerous questions of law and fact that are common to the Class and the Subclass and predominate over questions affecting only individual members, including the following:

- (a.) Whether the power steering systems in the Defective Vehicles are defective;
- (b.) Whether GM concealed these defects;
- (c.) Whether GM misrepresented that the Defective Vehicles were safe;
- (d.) Whether GM owed Plaintiff and the Class members a duty to disclose the Power Steering Defect;
- (e.) Whether GM engaged in fraudulent concealment;
- (f.) Whether GM engaged in unfair, deceptive, unlawful and/or fraudulent acts or practices in trade or commerce by failing to disclose that the Defective Vehicles were designed, manufactured, and sold with a Power Steering Defect; and

(g.) Whether GM's unlawful, unfair and/or deceptive practices harmed Plaintiff and the members of the Class.

33. Plaintiff's claims are typical of the claims of the Class members, as Plaintiff and the Class members alike purchased or leased Defective Vehicles and were harmed in the same way by GM's uniform misconduct.

34. Plaintiff will fairly and adequately protect the interests of the Class members and the members of the Florida Subclass. Plaintiff's counsel has substantial experience in prosecuting class actions. Plaintiff and her counsel are committed to vigorously prosecute this action, have the financial resources to do so, and do not have any interests adverse to the Class.

35. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since joinder of all the individual Class members is impracticable. Likewise, because the damages suffered by each individual Class member may be relatively small, the expense and burden of individual litigation would make it very difficult or impossible for individual Class members to redress the wrongs done to each of them individually, and the burden imposed on the judicial system would be enormous.

36. The questions of law and fact enumerated above predominate over questions affecting only individual members of the Class.

37. The likelihood that individual members of the Class will prosecute separate actions, and their interest in so doing, is small due to the extensive time and considerable expense necessary to conduct such litigation.

38. This action will be prosecuted in a fashion to ensure the Court's able management of this case as a class action on behalf of the Class. The Plaintiff knows of no

difficulty likely to be encountered in the management of this action that would preclude its maintenance as a class action.

39. GM has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive or declaratory relief with respect to the class as a whole.

COUNT I – VIOLATIONS OF THE MICHIGAN CONSUMER PROTECTION ACT
(The MCPA, Michigan Comp. Laws Ann. § 445, *et seq.*)

40. Plaintiff incorporates by reference paragraphs 1-39 as though fully set forth herein.

41. This claim is brought on behalf of the nationwide Class.

42. Plaintiff and the Class members are all “persons” under the Michigan Consumer Protection Act (“MCPA”), M.C.L.A. § 445.902(1)(d).

43. GM was a “person” engaged in “trade or commerce” under the MCPA, M.C.L.A. § 445.902(1)(d) and (g).

44. The MCPA prohibits any “unfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce.” M.C.L.A. § 445.903(1).

45. GM’s conduct, as alleged in the preceding paragraphs, constitutes unfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce. In particular, GM violated the MCPA by:

- (a.) “[f]ailing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer,” M.C.L.A. § 445.903(s);
- (b.) “[m]aking a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or

suggested state of affairs to be other than it actually is,” M.C.L.A. § 405.903(bb); and

- (c.) “[f]ailing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner,” M.C.L.A. § 405.903(cc).

46. GM’s practices that violated the MCPA include, without limitation, the following:

- (a.) GM represented that the Defective Vehicles had safety characteristics that they do not have;
- (b.) GM represented that the Defective Vehicles were of a particular standard, quality, or grade, when they were not;
- (c.) GM knew of the Power Steering Defect, but failed to disclose its existence or its complete nature, even though GM knew that such information was material to the transaction in light of GM’s prior representations;
- (d.) GM failed to reveal material facts concerning the Power Steering Defect to the Plaintiff, the Class members, the public, and the United States government, the omission of which would tend to mislead or deceive consumers, and which could not be reasonably known to the Plaintiff, the Class members, the public, and the United States government;
- (e.) GM engaged in unconscionable commercial practices in failing to reveal material facts and information about the Defective Vehicles, which did and tended to mislead the Plaintiff and the Class members about facts that could not reasonably be known by the consumer until the 2014 Recall;

- (f.) GM engaged in unconscionable commercial practices by continuing to design and manufacture the Defective Vehicles with the Power Steering Defect, notwithstanding its knowledge that the power steering system was defective;
- (g.) GM intended for Plaintiff, the Class members, the public, and the United States government to rely on its misrepresentations and omissions, so that Plaintiff and the Class Members would purchase or lease the Defective Vehicles; and
- (h.) GM repeatedly violated the TREAD Act.

47. GM's acts and practices were unfair and unconscionable, because its acts and practices offend established public policy, and because the harm GM caused consumers greatly outweighed any benefits associated with its acts and practices. GM's conduct has also impaired competition within the automotive vehicles market and has prevented Plaintiff and the Class from making fully informed decisions about whether to lease, purchase, and/or retain Defective Vehicles.

48. While GM knew of the Power Steering Defect as early as 2004, and knew that the defect caused the Defective Vehicles to have a propensity to lose power to the power steering system and become uncontrollable, it continued to design, manufacture, and market the Defective Vehicles until at least 2010.

49. Plaintiff and the Class have suffered an injury, including the loss of money or property, as a result of GM's unfair, unlawful, and/or deceptive practices. Plaintiff and the Class have therefore suffered a "loss" because of the violations of the MCPA.

50. All of the wrongful conduct alleged here occurred, and continues to occur, in the conduct of GM's business.

51. Plaintiff requests that this Court: declare GM's conduct unlawful and in violation of the MCPA; enjoin GM from continuing its unfair, unlawful, and/or deceptive practices; require GM to repair Plaintiff's and the Class members vehicles to completely eliminate the Power Steering Defect; provide to Plaintiff and the Class members either their actual damages as a result of GM's unfair, unlawful, and deceptive trade practices, or \$250 per Class member, whichever is higher; award reasonable attorneys' fees and costs; and provide other appropriate relief under the MCPA.

52. Plaintiff also seeks punitive damages against GM because it carried out its conduct with willful and conscious disregard of the rights and safety of others. GM intentionally, willfully, and repeatedly misrepresented the reliability and safety of the Defective Vehicles, and continued to conceal material facts that only it knew, even while numerous innocent victims were killed and injured as a result of its conduct. GM's unlawful conduct constitutes malice, oppression, and fraud justifying punitive damages.

COUNT II – FRAUD BY CONCEALMENT

53. Plaintiff incorporates by reference paragraphs 1-39 as though fully set forth herein.

54. This claim is brought on behalf of the nationwide Class.

55. Notwithstanding the fact that GM knew that the power steering system in the Defective Vehicles was defective and unsafe, GM advertised the Defective Vehicles as being safe.

56. Even though GM knew that the power steering system was defective and unsafe, GM made representations to each purchaser of a Defective Vehicle that the Defective Vehicle had a non-defective power steering system.

57. GM had a duty to disclose the Power Steering Defect because it consistently represented that its vehicles were reliable and safe and advertised that it maintained the highest safety standards, and the defect was known and/or accessible only to GM, which had superior and unique knowledge and access to the facts, and GM knew that the facts were not known to or reasonably discoverable by Plaintiff and the Class. These omitted and concealed facts were material because they directly impacted the safety of the Defective Vehicles, and GM's prior representations regarding the safety of its vehicles became materially misleading when GM concealed facts regarding the Power Steering Defect.

58. GM actively concealed and/or suppressed these material facts, in whole or in part, to induce Plaintiff and the Class members to purchase or lease the Defective Vehicles at high prices, and to protect its profits and avoid a costly recall, and it did so at the expense of Plaintiff and the Class.

59. Plaintiff and the Class were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiff's and the Class's actions were justified.

60. Because of the concealment and/or suppression of the facts, Plaintiff and the Class sustained damages, including the difference between the actual value of that which Plaintiff and the Class members paid and what they received. The value of the Defective Vehicles has been diminished by GM's wrongful conduct.

61. GM's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiff's and the Class's rights and well-being, to enrich GM. GM's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future.

COUNT III-NEGLIGENT OMISSION

62. Plaintiff incorporates by reference paragraphs 1-39 as though fully set forth herein.

63. This claim is brought on behalf of the nationwide Class.

64. Notwithstanding the fact that GM knew that the power steering system in the Defective Vehicles was defective and unsafe, GM advertised the Defective Vehicles as being safe.

65. Even though GM knew that the power steering system was defective and unsafe, GM made representations to each purchaser of a Defective Vehicle that the Defective Vehicle had a non-defective power steering system.

66. GM had a duty to disclose the Power Steering Defect because it consistently represented that its vehicles were reliable and safe and advertised that it maintained the highest safety standards, the defect was known and/or accessible only to GM, which had superior and unique knowledge and access to the facts, and GM knew that the facts were not known to or reasonably discoverable by Plaintiff and the Class. These omitted and concealed facts were material because they directly impacted the safety of the Defective Vehicles, and GM's prior representations regarding the safety of its vehicles became materially misleading when GM concealed facts regarding the Power Steering Defect.

67. GM negligently withheld such information from Plaintiff and the Class members.

68. The withheld information was information that a reasonable person would find relevant, rely upon, and take into consideration in making the decision as to whether or not to purchase one of the Defective Vehicles.

69. Plaintiff and the Class members were damaged as a result of GM's negligent omissions.

**COUNT IV-- VIOLATIONS OF THE FLORIDA UNFAIR & DECEPTIVE
TRADE PRACTICES ACT (FDUTPA, Fla. Stat. § 501.201, et seq.)**

70. Plaintiff incorporates by reference paragraphs 1-39 as though fully set forth herein.

71. This Count is brought on behalf of the Florida Subclass.

72. Plaintiff is a "consumer" under FDUTPA, § 501.203(7), Fla. Stat.

73. GM engaged in "trade or commerce" within the meaning of FDUTPA, § 501.203(8), Fla. Stat.

74. Under the TREAD Act, 49 U.S.C. § 30101, *et seq.*, and its corresponding regulations, if a manufacturer learns that a vehicle contains a defect and that defect is related to motor vehicle safety, the manufacturer must disclose the defect, and must promptly notify vehicle owners, purchasers, and dealers of the defect and remedy the defect. The TREAD Act also requires manufacturers to file various reports and to notify the NHTSA within days of learning of a defect.

75. From at least as early as 2004, GM was aware of the Power Steering Defect. GM, however, waited until March 2014, to finally send a letter to the NHTSA confessing that it knew

of the Power Steering Defect and that the defect could cause the loss of power to the power steering system.

76. GM's failure to disclose an active concealment of the Power Steering Defect violated the TREAD Act, and thereby violated FDUTPA.

77. GM also violated FDUTPA by engaging in the following practices:

- (a.) GM represented that the Defective Vehicles had safety characteristics that they did not have;
- (b.) GM represented that the Defective Vehicles were of a particular standard, quality, or grade, when they were not;
- (c.) GM knew of the Power Steering Defect, but failed to disclose its existence or its complete nature, even though GM knew that such information was material to the transaction in light of GM's prior representations;
- (d.) GM failed to reveal material facts concerning the Power Steering Defect to Plaintiff, the Florida Subclass, the public, and the United States government, the omission of which would tend to mislead or deceive consumers, and which could not be reasonably known to Plaintiff, the Class members, the public, and the United States government; and
- (e.) GM intended for Plaintiff, the Florida Subclass, the public, and the United States government to rely on its misrepresentations and omissions, so that Plaintiff and the Florida Subclass would purchase or lease the Defective Vehicles.

78. Plaintiff and the Florida Subclass were injured as a result of GM's misconduct. Plaintiff and the Florida Subclass overpaid for the Defective Vehicles and did not receive the benefit of their bargain.

79. Plaintiff seeks damages and an order enjoining GM's unfair or deceptive acts or practices and an order requiring GM to completely remedy the defect in Plaintiff's and the Florida Subclass Members' vehicles, pay actual damages and attorneys' fees and reasonable costs, and any other just and proper relief available under FDUTPA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf all others similarly situated, respectfully requests that this Court enter a judgment against GM, and grant the following relief:

- A. Determine that this action may be maintained as a Class action and certify it as such under Rule 23(b)(2), and 23(b)(3), and designate and appoint Plaintiff as Class and Subclass Representative, and Plaintiff's chosen counsel as Class Counsel;
- B. Declare, adjudge, and decree that GM's conduct is unlawful, unfair and deceptive, and enjoin any such future conduct;
- C. Declare, adjudge, and decree that the power steering in the Defective Vehicles are defective;
- D. Declare, adjudge, and decree that GM must disgorge, for the benefit of Plaintiff, the Class members, and the Subclass members, all of the ill-gotten gains it received from the sale or lease of the Defective Vehicles;
- E. Award Plaintiff, the Class members, and the Subclass members actual, compensatory damages, or, in the alternative, statutory damages, as proven at trial;

- F. Alternatively, if elected by Plaintiff, the Class members, and the Subclass Members, require GM to repair the Power Steering Defect or provide a comparable vehicle that does not have the Power Steering Defect;
- G. Award Plaintiff, the Class members, and the Subclass members punitive damages in such an amount as proven at trial;
- H. Award Plaintiff, the Class members, and the Subclass members their reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest; and
- I. Award Plaintiff, the Class members, and the Subclass Members such other further relief as the case may require or as determined to be just, equitable, and proper by this Court.

DEMAND FOR JURY TRIAL

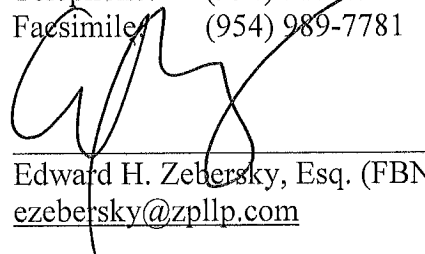
The Plaintiff, Nancy Hausmann Frank, hereby requests a trial by jury of all issues so triable as a matter of right.

DATED this 6 day of May, 2014.

Respectfully submitted,

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Attorneys for Plaintiff

Exhibit I

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.

JACOB P. KNETZKE, individually
and on behalf of all others similarly
situated,

**CLASS ACTION
JURY TRIAL DEMANDED**

Plaintiff,

vs.

GENERAL MOTORS LLC,
DELPHI AUTOMOTIVE PLC, and
DELPHI AUTOMOTIVE SYSTEMS, LLC,

Defendants.

CLASS ACTION COMPLAINT

Plaintiff Jacob P. Knetzke, individually and on behalf of all similarly situated persons, brings this action against Defendant General Motors, LLC (“GM”), Defendant Delphi Automotive PLC, and Defendant Delphi Automotive Systems, LLC (both Delphi Defendants collectively “Delphi”) (“GM” and “Delphi” Defendants collectively “Defendants”) for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(c), (“RICO”), asserts additional statutory and common law claims, and alleges as follows:

NATURE OF THE CASE

1. This case arises from New GM’s recent string of recalls (collectively “the Recall”), the culmination of GM and Delphi’s scheme to defraud GM consumers through their unconscionable failure to disclose and active concealment of a defect in certain GM vehicles that

renders them unsafe to drive and has killed at least 13 innocent victims and possibly hundreds more.¹

2. The defect involves the vehicles' ignition switch system, which is dangerously susceptible to failure during normal and foreseeable driving conditions (the "Ignition Switch Defect"). When the system fails, the switch turns from the "Run" (or "On") position to either the "Off" or the "accessory" position, which then results in a loss of power, speed control, and braking, as well as a disabling of the vehicle's airbags.

3. Delphi manufactured and supplied the defective ignition switches.

4. On information and belief, Delphi knew its ignition switches were defective yet it continued to manufacture and sell the defective ignition switch systems knowing they would be used in the vehicles of Plaintiff and the Class. Congress has initiated an investigation into Delphi's role in the enterprise with both Old and New GM.

5. The vehicles that have this defect ("Defective Vehicles") are:

- 2003-2007 Saturn Ion
- 2007-2010 Saturn Sky
- 2005-2010 Pontiac G5
- 2006-2010 Pontiac Solstice
- 2005-2010 Chevrolet Cobalt
- 2006-2011 Chevrolet HHR

6. So far, there are approximately 2.6 million Defective Vehicles.

7. New GM, acknowledging that "[s]omething went wrong with our process in this instance and terrible things happened," has recalled the Defective Vehicles to replace their ignition switch systems. But merely replacing the ignition switch systems will not completely

¹ Both GM and Delphi were involved in bankruptcy proceedings that are set forth in more detail below. For purposes of clarity, Plaintiff will refer to the pre-bankruptcy Defendant entities as "Old GM" and "Old Delphi" when the distinction is appropriate. Similarly, Plaintiff will refer to the post-bankruptcy Defendant entities as "New GM" and "New Delphi."

solve the problem, make the Defective Vehicles safe, or restore the Defective Vehicles' value because the design defect pervades the entire structure of the ignition switch and has destroyed the reputation of the Defective Vehicles. Specifically, the design defect also includes the location of the ignition switch, a lack of adequate protection of the ignition switch from forces of inadvertent driver contact, and the type of key that is used.

8. Plaintiff brings this action on behalf of a Class of all persons in the United States who currently own or lease one or more Defective Vehicles.

9. Plaintiff also brings this action for a subclass of Florida residents who own or lease one or more Defective Vehicles.

10. In light of the recent Recall, Defendants' scheme to defraud and gross misconduct have harmed Plaintiff and Class Members and caused them actual damages. Plaintiff and Class Members did not receive the benefit of their bargains as purchasers and lessees as they received vehicles that were less safe, less useful, of lower quality, and, most significantly, are now less valuable in light of the Recall. Plaintiff and Class Members contracted to purchase or lease vehicles that do not unexpectedly turn off and become uncontrollable without airbag protection, but because of the Ignition Switch Defect, received defective vehicles that unexpectedly turn off and become uncontrollable without airbag protection. As a result of publicity regarding the Ignition Switch Defect and both Old and New GM's misconduct, punctuated by the Recall, the value of the Defective Vehicles has diminished, and New GM's offer to replace the ignition switch system does not adequately address the diminished value of Plaintiff's and Class Members' vehicles.

JURISDICTION AND VENUE

11. This Court has diversity jurisdiction over this action under 28 U.S.C. § 1332(d) because the amount in controversy for the Class exceeds \$5,000,000, exclusive of interest and costs, there are more than 100 class members, and more than two-thirds of the Class is diverse from Defendants. This Court also has original federal question jurisdiction because Plaintiff's first claim arises under the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(c) ("RICO") and Plaintiff's second claim arises under the Magnuson-Moss Consumer Products Warranties Act, 15 U.S.C. § 2301, *et seq.* ("Magnuson-Moss"). The Court has supplemental jurisdiction over Plaintiff's remaining claims pursuant to 28 U.S.C. § 1367.

12. This Court has personal jurisdiction over Defendants because Defendants conduct substantial business in this District, and some of the actions giving rise to the complaint took place in this District.

13. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims occurred in this District, and because Defendants have caused harm to Class Members residing in this District, including, but not limited to, Plaintiff.

PARTIES

14. Plaintiff Jacob P. Knetzke is a resident of Lutz, Hillsborough County, Florida. Plaintiff owns a 2003 Saturn Ion, which he bought used. Plaintiff chose the Saturn in part because he wanted a safely designed and manufactured vehicle and he understood that Saturns had a reputation for being high-quality, durable, and safe vehicles. But since the purchase, Plaintiff has had repeated trouble with the defective ignition switch, including stalling on approximately twenty separate occasions or simply being unable to start the vehicle. Plaintiff tried to have the

vehicle repaired on at least four separate occasions, yet the defect remains. Like millions of others, Plaintiff's suspicion of a defect was confirmed on or around March 2014, the time of the Recall. Had GM disclosed the Ignition Switch Defect, Plaintiff would not have purchased his Saturn Ion, or would have paid less than he did, and would not have retained the vehicle only to suffer the diminished value brought on by the Recall.

15. Defendant GM is a limited liability company formed under the laws of Delaware with its principal place of business in Michigan. New GM was incorporated in 2009, and on July 10, 2009, acquired substantially all the assets and assumed certain liabilities of General Motors Corporation ("Old GM") through a Section 363 sale under Chapter 11 of the U.S. Bankruptcy Code, pursuant to a Master Sales and Purchase Agreement ("Agreement").

16. Under the Agreement, New GM expressly assumed the following obligation:

From and after the Closing, Purchaser [New GM] shall comply with the certification, reporting and recall requirements of the National Traffic and Motor Vehicle Act, the Transportation Recall Enhancement, Accountability and Documentation Act, the Clean Air Act, the California Health and Safety Code, and similar laws, in each case, to the extent applicable in respect of vehicles and vehicles parts manufactured or distributed by [Old GM].

17. New GM also expressly assumed:

All Liabilities arising under express written warranties of [Old GM] that are specifically identified as warranties and delivered in connection with the sale of new, certified used or pre-owned vehicles or new or remanufactured motor vehicle parts and equipment (including service parts, accessories, engines and transmissions) manufactured or sold by [Old GM] or Purchaser prior to or after the Closing and (B) all obligations under Lemon Laws.

18. Based on the express language of the Agreement, New GM assumed liability for the claims at issue in this lawsuit.

19. New GM is also liable through successor liability for the deceptive and unfair acts and omissions of Old GM, as alleged in this Complaint, because New GM acquired and operated Old GM and ran it as a continuing business enterprise, utilizing substantially the same brand names, logos, plants, offices, leadership, personnel, engineers, and employees, New GM was aware from its inception of the Ignition Switch Defect in the Defective Vehicles, and New GM and Old GM concealed the Ignition Switch Defect from the public, regulators, and the bankruptcy court.

20. Defendant Delphi Automotive PLC is a foreign corporation based in the United Kingdom.

21. Defendant Delphi Automotive Systems, LLC is a foreign corporation organized and formed under the laws of the State of Delaware with its principal place of business in Michigan.

22. Once a subsidiary of Old GM, Old Delphi spun-off in 1999 and became an independent publicly held corporation. Both Old and New Delphi, through their various entities, has designed, manufactured, and supplied GM with motor vehicle components, including the defective ignition switches at issue here.

23. Notwithstanding Old Delphi's 2009 bankruptcy, New Delphi is also liable through successor liability for the deceptive and unfair acts and omissions of Old Delphi, as alleged in this Complaint, because New Delphi acquired and operated Old Delphi and ran it as a continuing business enterprise, utilizing substantially the same brand names, logos, plants, offices, leadership, personnel, engineers, and employees, New Delphi was aware from its inception of the Ignition Switch Defect in the Defective Vehicles, and New Delphi and Old Delphi concealed the Ignition Switch Defect from the public, regulators, and the bankruptcy court.

FACTUAL ALLEGATIONS

A. Defendants' Decade of Concealment

24. In documents filed with the federal government, New GM has admitted that Old GM learned of the Ignition Switch Defect in 2001, during the pre-preproduction development of the Saturn Ion. At that time, an internal report indicated that the car was stalling due to problems with the ignition switch, which included "low detent plunger force" in the ignition switch. The report stated that "an ignition switch design change" solved the problem, but it obviously did not.

25. Old GM nonetheless began manufacturing and selling the Ion in 2002 (for the 2003 model year) with the defective ignition switch systems, which were manufactured by Delphi.

26. In 2003, an internal Old GM inquiry documented that a service technician observed the Saturn Ion stall after the ignition had switched off while driving. The technician noticed that "[t]he owner had several keys on the key ring," and the report stated that "[t]he additional weight of the keys had worn out the ignition switch." The technician replaced the ignition switch, and the inquiry was closed without further action.

27. In 2004, three Old GM employees driving production Ions reported that their cars had stalled from a loose ignition switch. "The switch should be raised at least one inch toward the wiper stalk This is a basic design flaw and should be corrected if we want repeat sales," one engineer reported.

28. Despite these reports, after considering "lead time required, cost, and effectiveness," Old GM decided to do nothing.

29. Even worse, when Old GM began manufacturing and selling the Chevrolet Cobalt in 2004 (for the 2005 model year), which was essentially the same car as the Saturn Ion, it installed the same ignition switch system as it installed in the Ion.

30. Soon after the Cobalt entered the market, Old GM began receiving complaints about incidents of vehicles losing engine power, including instances in which the key moved out of the “run” position when a driver inadvertently contacted the key or steering column. Engineering inquiries, known within Old GM as Problem Resolution Tracking System (“PRTS”) reports, were opened to assess the issue.

31. In February 2005, Old GM engineers concluded that the problem had two causes: “a lower torque detent in the ignition switch . . . [and the] low position of the lock module on the [steering] column.” Again, however, Old GM decided not to take action.

32. On February 28, 2005, Old GM issued a Service Bulletin to its dealers addressing “the potential for the driver to inadvertently turn off the ignition due to low key ignition cylinder torque/effect” in 2005 Cobalts and 2005 Pontiac Pursuits, which Old GM stated was “more likely to occur if the driver is short and has a large heavy key chain.” Notably, Old GM did not disseminate this information to Plaintiff and the Class members.

33. The February 28, 2005 Service Bulletin directed the dealers to advise customers that “removing unessential items from their key chains” would prevent the ignition from being turned off inadvertently.

34. But Old GM knew at that time that the problem was a result of design defects in the key and ignition system, and not short drivers using heavy key chains. Moreover, Old GM knew that the “fix” it directed dealers to offer customers was insufficient to prevent the problem with the ignition.

35. Old GM transmitted the February 28, 2005 Service Bulletin to its dealers through the mail or wires.

36. During the course of a PRTS opened in May 2005, an engineer proposed that Old GM redesign the key head from a “slotted” to a “hole” configuration. The slot design allowed the key chain to hang lower on the key, which placed more torque on the ignition switch when the chain was contacted or moved. The proposal was initially approved, but later cancelled.

37. In June 2005, the *New York Times* reported that Chevrolet dealers were telling customers to lighten their key rings to prevent intermittent stalling and the loss of electrical power in their cars. The article included a statement from Alan Adler, Old GM’s Manager for Safety Communications, in which he reassured the public that the problem only occurred in “rare cases when a combination of factors is present,” that customers “can virtually eliminate this possibility by taking several steps, including removing nonessential material from their key rings,” and that “when [the stalling] happens, the Cobalt is still controllable” and the “engine can be restarted after shifting to neutral.” Old GM intended Adler’s statement to be disseminated to the public through the mail or wires.

38. These statements were false because Old GM’s internal documents showed that these incidents occurred when drivers were using keys with the standard key fob, and that removing non-essential items from the key ring would not “virtually eliminate” the risk of an incident.

39. In July 2005, Amber Marie Rose, who was 16-years old, was killed when she drove her 2005 Cobalt off the road and struck a tree. Her driver’s side airbag did not deploy, even though it should have given the circumstances of the head-on crash, and the car’s ignition

switch was in the “accessory/off” position at the time of the crash. Old GM learned of these facts in 2005 and documented them in an internal investigation file.

40. Instead of fixing the defect, in December 2005, Old GM issued a service bulletin to its dealers that reiterated much of the same deceptive message Adler delivered earlier in the year. It indicated that the possibility of the driver inadvertently turning off the ignition was more likely to occur if the driver is short and has a large or heavy key chain, and recommended that drivers remove unessential items from key chains. In addition, it informed dealers that it had developed an insert for the key ring to prevent it from moving up and down in the slot, and that the key ring had been replaced with a smaller design that would not hang as low as in the past. The service bulletin applied to 2003-06 Saturn Ions, 2005-06 Chevrolet Cobalts, the 2006 Chevrolet HHR, and the 2006 Pontiac Solstice, all of which were equipped with the same defective ignition switch system. Old GM issued the December 2005 Service Bulletin to its dealers through the mail or wires.

41. In October 2006, Old GM updated its December 2005 Service bulletin to include the 2007 Saturn Ion, the 2007 Saturn Sky, the 2007 Chevrolet Cobalt, the 2007 Chevrolet HHR, the 2007 Pontiac G5, and the 2007 Pontiac Solstice. Old GM issued this update to its dealers through the mail or wires.

42. In 2006, at least two fatal accidents involving Cobalts occurred in which the cars’ data recorders indicated that the ignition switches were in the “accessory” position and the front airbags failed to deploy. Old GM learned of this information in 2006.

43. In 2007 and 2008, Old GM became aware of at least four more such fatal accidents.

44. NHTSA's Fatal Analysis Reporting System (FARS) reveals 303 deaths of front seat occupants in 2005-07 Cobalts and 2003-07 Ions where the airbag failed to deploy in non-rear impact crashes.

45. Old GM finally made some changes to the design of the ignition switch system in 2006 to include a new detent plunger and spring. The new switch, however, did not receive a new part number, which is considered a "cardinal sin" in the engineering community, and further concealed the defect in the switch that was installed in the Defective Vehicles.

46. In May 2012, New GM engineers studied 44 vehicles across a range of make and model years, and results revealed that vehicles tested from model years 2003 through 2007 exhibited torque performance below the original specifications established by GM. Rather than immediately notify NHTSA of the results of this study or conduct a recall, New GM continued to conceal the nature of the Ignition Switch Defect.

47. In September 2012, New GM assigned a special engineer to examine the changes between the 2007 and 2008 Chevrolet Cobalt models following reported crashes where the airbags failed to deploy and the ignition switch was found in the "off" or "accessory" position.

48. In October 2012, GM Engineer Ray DeGiorgio sent an email to Brian Stouffer of GM regarding the "2005-7 Cobalt and Ignition Switch Effort," stating, "If we replaced switches on ALL the model years, i.e., 2005, 2006, 2007 the piece price would be about \$10.00 per switch. This cost is based on volume of 1.5 units total." This email makes clear that New GM considered implementing a recall to fix the Defective Ignition Switches, but decided against it to save money.

49. In April 2013, New GM hired an outside engineering consulting firm to investigate the ignition switch system. The external report concluded that ignition switches

installed in early model Cobalt and Ion vehicles did not meet GM's torque specification. Rather than immediately notify NHTSA of the results of this report, New GM continued to conceal the nature of the Ignition Switch Defect. In fact, in April and May of 2013, two New GM employees — Brian Stouffer and Ray DeGiorgio — have downplayed or outright denied the existence of any Ignition Switch Defect in depositions in the personal injury action of *Melton v. General Motors*.

50. In October 2013, Delphi delivered documentation to New GM confirming that a change to the ignition switch in the Cobalt and other vehicles was made in April 2006.

51. Brian Stouffer, in an email to Delphi regarding the ignition switch in the Chevy Cobalt, acknowledged that the ignition switch in early Cobalt vehicles was different than the switch in later Cobalt vehicles notwithstanding the fact that both switches had the same part number. Delphi responded that Old GM authorized the change in 2006 but the part number remained the same.

B. GM Finally Discloses the Ignition Switch Defect

52. It was not until February of 2014 — almost thirteen years after first recognizing the defect — that New GM finally admitted publicly that the ignition switch system is defective and agreed to recall the Defective Vehicles to replace the old ignition switch with the re-designed version.

53. In a February 14, 2014 letter to the NHTSA regarding the Recall, New GM finally acknowledged — in contrast to its prior representations to the agency — that changes were made to the ignition switches during the 2007 model year. Specifically, New GM stated that on “April 26, 2006, the GM design engineer responsible for the Cobalt’s ignition switch signed a document

approving changes to the ignition switch proposed by the supplier, Delphi Mechatronics.” The GM design engineer referenced was Ray DeGiorgio.

54. On March 17, 2014, New GM’s CEO Mary T. Barra issued an internal video to employees, wherein she admits that “[t]hese are serious developments that shouldn’t surprise anyone. After all, something went wrong with our process in this instance and terrible things happened.”²

55. On April 2, 2014, Barra testified under oath before Congress. She has been with GM for thirty-three years as a key executive with both Old and New GM. Before becoming CEO, she held numerous high-ranking engineering positions, including Executive Director of Manufacturing Engineering in 2005, Executive Director of Vehicle Manufacturing Engineering from 2005 to 2008, Vice President of Global Manufacturing from 2008 to 2009, and Executive Vice President of Global Product Development up until her appointment as CEO in January 2014.

56. Despite the utter disregard for public safety, both Old and New GM vehicles have been marketed based on safety from 2002 through the present. For example, in 2005, Chevrolet emphasized on its website that “[y]our family’s safety is important to us That’s why every Chevrolet is designed with a comprehensive list of safety and security features to help give you peace of mind.” Likewise, in advertisements for Saturns, GM utilized the slogan, “Saturn. People First,” and stated that, “[i]n cars, it’s about things like reliability, durability, and of course, safety. That’s where we started when developing our new line of cars.”

² The Ignition Switch Defect is not the only example of GM’s misconduct when it comes to concealing defects. Recent reports indicate that GM “waited years to recall nearly 335,000 Saturn Ions for power steering failures despite getting thousands of consumer complaints and more than 30,000 warranty repair claims.” This *other* defect — the power steering defect — can cause the affected vehicle to lose power steering, making turning the vehicle much more difficult. Complaints filed with the NHTSA reveal incidents in which 2004 Saturn Ion steering wheels locked, causing the affected vehicles to crash into a tree or get pulled into oncoming traffic. New GM has admitted that it didn’t do enough to take care of the power steering problem.

57. While New GM has publicly stated that the Ignition Switch Defect has been linked to thirty-one frontal crashes and thirteen deaths, others have reported that the actual number of deaths or serious injuries is in the hundreds.

58. Despite having knowledge of the Ignition Switch Defect, both Old and New GM delayed the Recall to maximize profits, placing millions of people in danger.

59. New GM's Recall is insufficient because it does not address the location of the ignition switch system or how low the key fob hangs on the steering column, all of which create a risk of inadvertent driver contact and an inadvertent turning of the switch. The Recall also fails to account for the permanent loss of value of (and reputation to) the Defective Vehicles.

60. Under the Transportation Recall Enhancement, Accountability and Documentation Act ("TREAD Act"), 49 U.S.C. §§ 30101-30170, and its accompanying regulations, when a manufacturer learns that a vehicle contains a safety defect, the manufacturer must promptly disclose the defect. If it is determined that the vehicle is defective, the manufacturer must notify vehicle owners, purchasers, and dealers of the defect and must remedy the defect. Both Old and New GM repeatedly violated the TREAD Act by actively concealing information about the Ignition Switch Defect for more than a decade.

61. Throughout the relevant period, both Old and New GM possessed vastly superior knowledge and information to that of consumers — if not exclusive information — about the design and function on the ignition switches in the Defective Vehicles and the existence of the defects in those vehicles.

62. The Ignition Switch Defect has caused actual damages to Plaintiff and the Class.

63. A vehicle purchased, leased, or retained with a known serious safety defect is worth less than the equivalent vehicle leased, purchased or retained without the known defect.

64. A vehicle purchased, leased, or retained under the reasonable assumption that it is safe is worth more than a vehicle known to be subject to the unreasonable risk of catastrophic accident because of the ignition switch defects.

65. As a result of publicity regarding the Ignition Switch Defect and GM's misconduct, punctuated by the Recall, the value of the Defective Vehicles has diminished, and New GM's offer to replace the ignition switch system does not adequately address the diminished value of Plaintiff's and Class Members' vehicles. Plaintiff and the Class are stuck with unsafe vehicles that are now worth less than they would have been but for Old and New GM's wrongful conduct.

STATUTES OF LIMITATION

66. There are no applicable statutes of limitations because the claims of Plaintiff and the Class did not accrue until the Recall, the instant the value of the Defective Vehicles diminished.

67. Alternatively, any applicable statutes of limitation have been tolled by Defendants' knowing and active fraudulent concealment and denial of the Ignition Switch Defect. On information and belief, Defendants have been aware of the Ignition Switch Defect since at least 2001, and have concealed from Plaintiff, the Class, the public, and the government the complete nature of the Ignition Switch Defect.

68. Even now, after the Defective Vehicles have been recalled, Defendants continue to engage in their scheme to defraud by downplaying the significance, danger, and nature of the Ignition Switch Defect.

69. Plaintiff and the Class did not discover and could not have discovered with reasonable diligence the facts that would have caused a reasonable person to suspect that the Ignition Switch Defect existed or that Defendants did not report information within their

knowledge regarding the existence of a dangerous defect to federal authorities or consumers until shortly before this class action was filed.

70. Defendants actively concealed the true character, quality, and nature of the Defective Vehicles. Plaintiff and the Class relied on Defendants' active concealment of these facts. Moreover, GM was and remains under a continuing duty to disclose to NHTSA, Plaintiff, and the Class the true character, quality, and nature of the Defective Vehicles. Defendants are therefore estopped from relying on any statutes of limitation in this action.

CLASS ALLEGATIONS

71. Under Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, Plaintiff brings this action on behalf of herself and a Class initially defined as follows:

All persons in the United States who currently own or lease one or more of the following GM vehicles: 2003-07 Saturn Ion; 2005-10 Chevrolet Cobalt; 2005-10 Pontiac G5; 2006-11 Chevrolet HHR; 2006-10 Pontiac Solstice; and 2007-10 Saturn Sky (the "Defective Vehicles").

72. Included within the Class is a subclass of Florida residents who own or lease Defective Vehicles (the "Florida Subclass").

73. Excluded from the Class are GM, its employees, co-conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies; class counsel and their employees; and the judicial officers and their immediate family members and associated court staff assigned to this case. Also excluded from the Class are Delphi, its employees, co-conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies; class counsel and their employees. Also excluded are any individuals claiming damages from personal injuries allegedly arising from the Defective Vehicles.

74. The Class can be readily identified using registration records, sales records, production records, and other information kept by GM or third parties in the usual course of business and within their control.

75. As there are approximately 2.6 million Defective Vehicles, the number of Class Members is great enough that joinder is impracticable.

76. The claims of Plaintiff are typical of the claims of the Class, as Plaintiff and Class Members alike purchased or leased Defective Vehicles and were harmed in the same way by Defendants' uniform misconduct.

77. Plaintiff will fairly and adequately protect the interests of the other members of the Class and Subclasses. Plaintiff's counsel has substantial experience in prosecuting class actions. Plaintiff and his counsel are committed to vigorously prosecuting this action, have the financial resources to do so, and do not have any interests adverse to the Class.

78. There are numerous questions of law and fact that are common to the Class and the Subclasses and predominate over questions affecting only individual members, including the following:

- (a) Whether Defendants, as part of a racketeering scheme to defraud, concealed information about the dangerous and defective condition of the relevant vehicles from Plaintiff and the Class;
- (b) Whether Defendants, through their RICO Enterprise, as described below, used the mail or wires in furtherance of their scheme to defraud;
- (c) Whether the Defective Vehicles suffer from Ignition Switch Defects;
- (d) Whether Defendants concealed the defects;
- (e) Whether Defendants misrepresented that the Defective Vehicles were safe;
- (f) Whether Defendants owed Plaintiff and the Class a duty to disclose the Ignition Switch Defect;

- (g) Whether Defendants engaged in fraudulent concealment;
- (h) Whether Defendants engaged in unfair, deceptive, unlawful or fraudulent acts or practices in trade or commerce by failing to disclose that the Defective Vehicles were designed, manufactured, and sold with defective ignition switches; and
- (i) Whether Defendants' unlawful, unfair or deceptive practices harmed Plaintiff and the Class.

79. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since joinder of all the individual Class members is impracticable. Likewise, because the damages suffered by each individual Class member may be relatively small, the expense and burden of individual litigation would make it very difficult or impossible for individual Class members to redress the wrongs done to each of them individually, and the burden imposed on the judicial system would be enormous.

80. The prosecution of separate actions by the individual Class members would also create a risk of inconsistent or varying adjudications for individual Class members, which would establish incompatible standards of conduct for Defendants. The conduct of this action as a class action presents far fewer management difficulties, conserves judicial resources and the parties' resources, and protects the rights of each Class member.

COUNT I

VIOLATION OF RACKETEER INFLUENCED & CORRUPT ORGANIZATIONS ACT (18 U.S.C. § 1962(c)) (Against Defendants on behalf of all Classes)

81. Plaintiff incorporates by reference each preceding paragraph as though fully set forth at length herein.

- 82. This claim is brought on behalf of all Classes.

83. Defendants violated 18 U.S.C. § 1962(c) by participating in or conducting the affairs of the “RICO Enterprise” through a “pattern of racketeering activity.”

84. At all times relevant, Old GM, New GM, Old Delphi, New Delphi, their associates-in-fact, Plaintiff, and the Class members were and are each a “person,” as that term is defined in 18 U.S.C. § 1961(3).

85. At all times relevant, Plaintiff and each Class member were and are a “person injured in his or her business or property by reason of a violation of RICO within the meaning of 18 U.S.C. § 1964(c).

86. At all times relevant, Defendants were and are a “person” who participated in or conducted the affairs of the RICO Enterprise through the pattern of racketeering activity described below. While Defendants participated in the RICO Enterprise, they have an existence separate and distinct from the Enterprise. Further, the RICO Enterprise is separate and distinct from the pattern of racketeering activity in which Defendants have engaged and are engaging.

87. At all times relevant, Defendants were associated with, operated, or controlled the RICO Enterprise, and participated in the operation and management of the affairs of the RICO Enterprise, through a variety of actions described herein. Defendants’ participation in the RICO Enterprise was necessary for the successful operation of their scheme to defraud.

The RICO Enterprise

88. Section 1961(4) of RICO defines an “enterprise” as “any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals associated in fact although not a legal entity.”

89. The following persons, and others presently unknown, have been members of and constitute the “enterprise” within the meaning of RICO, which are referred to herein collectively as the RICO Enterprise:

- a. Defendant General Motors, LLC;
- b. Both Old and New GM’s Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates-in-fact in the Enterprise to deceive Plaintiff and other Class members into purchasing dangerous and defective vehicles, and actively concealing the danger and defect from Plaintiff and the other Class members, including, but not limited to Alan Adler, GM’s Manager for Safety Communications who, in June of 2005, issued the deceptive public statement regarding the ignition problem; Ray DeGiorgio, GM’s design engineer who signed off on the ignition switch change that was never disclosed; and Mary T. Barra, GM’s current CEO;
- c. Defendants Delphi Automotive PLC and Delphi Automotive Systems, LLC, who, at all times material, manufactured and supplied the defective ignition switch system for GM, even though they knew that the system did not meet GM’s own design specifications. Delphi also manufactured and supplied the ignition switch system after the 2007 change implemented by GM without reflecting a corresponding change in part number;
- d. GM’s Dealers, who GM instructed to present false and misleading information to Plaintiff and other members of the Class, through, *inter alia*, multiple Service Bulletins, and who did in fact present such false and misleading information.

90. The RICO Enterprise of Old GM, New GM, GM’s officers, executives, and engineers, Old Delphi, New Delphi, and GM’s dealers, which engaged in, and whose activities affected interstate and foreign commerce, is an association-in-fact within the meaning of 18

U.S.C. § 1961(4) and consists of “persons” associated together for the common purpose of employing the multiple deceptive, abusive and fraudulent acts described herein. The RICO Enterprise is an ongoing organization with an ascertainable structure, and a framework for making and carrying out decisions, that functions as a continuing unit with established duties, and that is separate and distinct from the pattern of racketeering activity in which Defendants have engaged and are engaging. The RICO Enterprise was and is used as a tool to effectuate the pattern of racketeering activity.

91. The members of the RICO Enterprise all had a common purpose: to increase and maximize Defendants’ revenues by deceiving Plaintiff and other Class members into purchasing dangerous and defective vehicles, and actively concealing the Ignition Switch Defect from Plaintiff and the other Class members. The members of the RICO Enterprise shared the bounty of their enterprise, *e.g.*, by sharing the benefit derived from increased sales revenue generated by the scheme to defraud. Each member of the RICO Enterprise benefited from the common purpose of the scheme to defraud: both Old and New GM sold or leased more vehicles with the Ignition Switch Defect, both Old and New Delphi sold more of the defective ignition switches, and GM’s dealers sold and serviced more vehicles with the Ignition Switch Defect.

92. Defendants conducted and participated in the affairs of this RICO Enterprise through a pattern of racketeering activity that lasted more than a decade, and that consisted of numerous and repeated violations of the federal mail and wire fraud statutes, which prohibit the use of any interstate or foreign mail or wire facility for the purpose of executing a scheme to defraud, in violation of 18 U.S.C. §§ 1341 and 1343.

93. As part and in furtherance of the scheme to defraud, Defendants’ deceptive scheme to increase revenue depended on actionable deceptive conduct. Defendants actively

concealed the dangerous and defective condition of GM's vehicles from its customers through deceptive misrepresentations and omitting material information.

Predicate Acts: Mail and Wire Fraud

94. Section 1961(1) of RICO provides that "racketeering activity" is, among other things, any act that is indictable under any of the provisions of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud).

95. As set forth below, to carry out, or attempt to carry out its scheme to defraud, Defendants have engaged in, and continue to engage in, the affairs of the RICO Enterprise through the following pattern of racketeering activity, in violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud):

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

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

c. The concealment of the dangerous and defective condition of the defective GM vehicles is the core purpose of the underlying racketeering offense. The Enterprise had an ascertainable structure by which GM operated and managed the association-in-fact by using its

Dealers and Delphi to concoct, obfuscate, carry out, and attempt to justify the fraudulent scheme described herein.

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

97. In 2005, in furtherance of its scheme to defraud, Old GM emphasized on its Chevrolet website that "[y]our family's safety is important to us That's why every Chevrolet is designed with a comprehensive list of safety and security features to help give you peace of mind." This false statement, maintained on the internet through the wires, constitutes a violation of 18 U.S.C. § 1343.

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

99. Old GM's December 2005 Service Bulletin was issued in furtherance of its scheme to defraud. It instructed GM's dealers to disseminate false and misleading information about the dangerous and defective condition of the defective vehicles to customers, including Plaintiff and other members of the Class — namely, that the issue could be resolved by removing

items from key chains. The December 2005 Service Bulletin was sent via the mail or wires and constitutes a violation of 18 U.S.C. §§ 1341 and 1343.

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

101. In furtherance of the scheme to defraud, GM communicated with Delphi via the mail or wires regarding the manufacture of the defective ignition switch system. Through those communications, GM instructed Delphi to continue manufacturing the defective part even though it did not meet GM's own specifications. Delphi followed these instructions and continued to manufacture the defective parts. Through those communications, GM also instructed Delphi to make a change to the defective ignition switch system in 2006, and to fraudulently conceal the change by not assigning a new part number. Delphi also followed these instructions, making a change to the defective ignition switch system in 2006 and fraudulently concealing the change by not assigning a new part number. GM's communications with Delphi, and Delphi's responses, constitute repeated violations of 18 U.S.C. §§ 1341 and 1343.

102. Defendants' conduct in furtherance of this scheme was intentional. Plaintiff and the other Class members were harmed in that they relied to their detriment on Defendants' conduct and, as a result, purchased dangerous and defective vehicles that saw their value plummet the moment New GM issued the Recall. Defendants unfairly reaped millions of dollars

in excessive sales revenue as a result of this scheme and its conduct in furtherance of this scheme.

103. As described throughout this Complaint, Defendants engaged in a pattern of related and continuous predicate acts for over a decade: the scheme began sometime in or around 2000 and is ongoing.

104. The predicate acts constituted a variety of unlawful activities, each conducted in furtherance of the Enterprise and with the common purpose of defrauding Plaintiff and other Class members and obtaining significant funds while providing defective vehicles that are now worth significantly less in light of the Recall. The predicate acts also had the same or similar results, participants, victims, and methods of commission. The predicate acts were related and not isolated events.

105. The predicate acts all had the purpose of generating significant revenue and profits for Defendants at the expense of Plaintiff and the other Class members, who were never informed of the Ignition Switch Defect in their defective vehicles and who have now been damaged by the diminution in value cause by the Recall. The predicate acts were committed or caused to be committed by Defendants, through their participation in the RICO Enterprise and in furtherance of their fraudulent scheme, and were interrelated in that they involved obtaining Plaintiff's and all other Class members' funds.

106. Count I seeks relief pursuant to 18 U.S.C. § 1964(c) from Defendants for violation of 18 U.S.C. § 1962(c).

COUNT II

VIOLATIONS OF THE MICHIGAN CONSUMER PROTECTION ACT (Michigan Comp. Laws Ann. § 445, *et seq.*) (Against Defendants on behalf of all Classes)

107. Plaintiff and the Class incorporate by reference paragraphs 1 through 80 as though fully set forth at length herein.

108. This claim is brought on behalf of all Classes.

109. Plaintiff and Class Members are all “persons” under the Michigan Consumer Protection Act (“MCPA”), M.C.L.A. § 445.902(1)(d).

110. Defendants were each a “person” engaged in “trade or commerce” under the MCPA, M.C.L.A. § 445.902(1)(d) and (g).

111. The MCPA prohibits any “[u]nfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce.” M.C.L.A. § 445.903(1).

112. Defendants’ conduct, as alleged in the preceding paragraphs, constitutes unfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce. In particular, Defendants violated the MCPA by

a. “[f]ailing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer,” M.C.L.A. § 445.903(s);

b. “[m]aking a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is,” M.C.L.A. § 405.903(bb); and

c. “[f]ailing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner,” M.C.L.A. § 405.903(cc).

113. GM’s practices that violated the MCPA include, without limitation, the following:

a. GM represented that the Defective Vehicles had safety characteristics that they do not have;

b. GM represented that the Defective Vehicles were of a particular standard, quality, or grade, when they are not;

c. GM knew of the Ignition Switch Defect, but failed to disclose its existence or its complete nature, even though GM knew that such information was material to the transaction in light of GM's prior representations;

d. GM failed to reveal material facts concerning the Ignition Switch Defect to Plaintiff, Class Members, the public, and the government, the omission of which would tend to mislead or deceive consumers, and which could not be reasonably known to Plaintiff, Class Members, the public, and the government;

e. GM intended for Plaintiff, Class Members, the public, and the government to rely on its misrepresentations and omissions, so that Plaintiff and Class Members would purchase or lease the Defective Vehicles; and

f. GM repeatedly violated the TREAD Act.

114. Delphi's practices that violated the MCPA include, without limitation, the following:

a. Delphi represented that the defective ignition switches had safety characteristics that they do not have;

b. Delphi represented that the Defective Vehicles were of a particular standard, quality, or grade, when they are not;

c. Delphi knew of the Ignition Switch Defect, but failed to disclose its existence or its complete nature;

d. Delphi failed to reveal material facts concerning the Ignition Switch Defect to Plaintiff, Class Members, the public, and the government, the omission of which would tend to mislead or deceive consumers, and which could not be reasonably known to Plaintiff, Class Members, the public, and the government; and

e. Delphi intended for Plaintiff, Class Members, the public, and the government to rely on its misrepresentations and omissions, so that Plaintiff and the Class would purchase or lease the Defective Vehicles;

115. Defendants' acts and practices were unfair and unconscionable, because their acts and practices offend established public policy, and because the harm Defendants caused consumers greatly outweighs any benefits associated with its acts and practices. Defendants' conduct has also impaired competition within the automotive vehicles market and has prevented Plaintiff and the Class from making fully informed decisions about whether to lease, purchase, or retain Defective Vehicles.

116. Plaintiff and the Class have suffered an injury, including the loss of money or property, as a result of Defendants' unfair, unlawful, or deceptive practices. Had Plaintiff and the Class known about the full extent of the Ignition Switch Defect, they would not have purchased their vehicles at all or would have paid less for them, and would not have retained their Defective Vehicles only to suffer the diminution in value caused by the Recall. Plaintiff and the Class have therefore suffered a "loss" because of the violations of the MCPA complained of here.

117. All of the wrongful conduct alleged here occurred, and continues to occur, in the conduct of Defendants' business.

118. Plaintiff requests that this Court enjoin Defendants from continuing their unfair, unlawful, or deceptive practices; require Defendants to repair Plaintiff's and Class Members' vehicles to completely eliminate the Ignition Switch Defect; provide to Plaintiff and each Class Member either their actual damages as the result of Defendants' unfair, unlawful, and deceptive trade practices, or \$250 per Class member, whichever is higher; award reasonable attorneys' fees; and provide other appropriate relief under the MCPA.

119. Plaintiff also seeks punitive damages against Defendants because they carried out reprehensible conduct with willful and conscious disregard of the rights and safety of others. Defendants intentionally, willfully, and repeatedly misrepresented the reliability and safety of the Defective Vehicles, and continued to conceal material facts that only they knew, even while numerous innocent victims were being killed as a result of its conduct. Defendants' unlawful conduct constitutes malice, oppression, and fraud justifying punitive damages.

COUNT III
FRAUD BY CONCEALMENT
(Against Defendants on behalf of all Classes)

120. Plaintiff and the Class incorporate by reference paragraphs 1 through 80 as though fully set forth at length herein.

121. This claim is brought on behalf of all Classes.

122. Defendants concealed and suppressed material facts concerning the Ignition Switch Defect.

123. Defendants had a duty to disclose the Ignition Switch Defect because GM consistently represented that its vehicles were reliable and safe and proclaimed that it maintained the highest safety standards, and the defect was known or accessible only to Defendants, who had superior knowledge and access to the facts, and Defendants knew that the facts were not

known to or reasonably discoverable by Plaintiff and the Class. These omitted and concealed facts were material because they directly impact the safety of the Defective Vehicles, and GM's prior representations regarding the safety of its vehicles became materially misleading when Defendants concealed facts regarding the Ignition Switch Defect.

124. Defendants actively concealed or suppressed these material facts, in whole or in part, to induce Plaintiff and Class Members to purchase or lease the Defective Vehicles at high prices, and to protect Defendants' profits and avoid a costly recall, and Defendants did so at the expense of Plaintiff and the Class.

125. Plaintiff and the Class were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed or suppressed facts. Plaintiff's and the Class's actions were justified.

126. Because of the concealment or suppression of the facts, Plaintiff and the Class sustained damages because the value of the Defective Vehicles has been diminished by the Recall, the direct result of Defendants' wrongful conduct.

127. Defendants' acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiff's and the Class's rights and well-being to enrich Defendants. Defendants' conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future.

COUNT IV

VIOLATIONS OF THE FLORIDA UNFAIR & DECEPTIVE TRADE PRACTICES ACT (FDUTPA, Fla. Stat. § 501.201, *et seq.*) (Against Defendants on behalf of the Florida Subclass)

128. Plaintiff and the Class incorporate by reference paragraphs 1 through 80 as though fully set forth at length herein.

129. This Count is brought on behalf of the Florida Subclass.

130. Plaintiff is a “consumer” under FDUTPA, § 501.203(7), Fla. Stat.

131. Defendants engaged in “trade or commerce” within the meaning of FDUTPA, § 501.203(8), Fla. Stat.

132. Under the TREAD Act, 49 U.S.C. § 30101, *et seq.*, and its corresponding regulations, if a manufacturer learns that a vehicle contains a defect and that defect is related to motor vehicle safety, the manufacturer must disclose the defect, and must promptly notify vehicle owners, purchasers, and dealers of the defect and remedy the defect. The TREAD Act also requires manufacturers to file various reports and notify NHTSA within days of learning of a defect.

133. From at least as early as 2001, Defendants were aware of the Ignition Switch Defect. But GM waited until February 7, 2014, to finally send a letter to NHTSA confessing that it knew of the Ignition Switch Defect and that the defect could cause vehicles to lose power and control and cause the airbags not to deploy.

134. GM’s failure to disclose and active concealment of the Ignition Switch Defect violated the TREAD Act, and thereby violated FDUTPA.

135. Defendants violated FDUTPA by engaging in the following practices:

a. Defendants represented that the Defective Vehicles had safety characteristics that they do not have;

b. Defendants represented that the Defective Vehicles were of a particular standard, quality, or grade, when they are not;

c. Defendants knew of the Ignition Switch Defect, but failed to disclose its existence or its complete nature. GM knew that such information was material to the transaction in light of its prior representations;

d. Defendants failed to reveal material facts concerning the Ignition Switch Defect to Plaintiff, the Florida Subclass, the public, and the government, the omission of which would tend to mislead or deceive consumers, and which could not be reasonably known to Plaintiff, Class Members, the public, and the government; and

e. Defendants intended for Plaintiff, the Florida Subclass, the public, and the government to rely on their misrepresentations and omissions, so that Plaintiff and the Florida Subclass would purchase or lease the Defective Vehicles.

136. Plaintiff and the Florida Subclass were injured as a result of Defendants' misconduct because Plaintiff and the Florida Subclass now own or lease Defective Vehicles that have seen their value plummet in light of the Recall.

137. Plaintiff seeks damages and an order enjoining Defendants' unfair or deceptive acts or practices and an order requiring Defendants to completely remedy the defect in Plaintiff's and the Florida Subclass Members' vehicles, and attorneys' fees, and any other just and proper relief available under FDUTPA.

COUNT V

VIOLATIONS OF MAGNUSON-MOSS CONSUMER PRODUCTS WARRANTIES ACT ("Magnuson-Moss") (15 U.S.C. § 2301, *et seq.*) (Against GM on behalf of all Classes)

138. Plaintiff and the Class incorporate by reference paragraphs 1 through 80 as though fully set forth at length herein.

139. Magnuson-Moss provides a private right of action by purchasers of consumer products against manufacturers or retailers who, among other things, fail to comply with the terms of the written, express, or implied warranties. *See* 15 U.S.C. § 2310(d)(1). As alleged above, GM has failed to comply with the terms of its implied warranties.

140. The Defective Vehicles are “consumer products,” as that term is defined in 15 U.S.C. § 2301(1).

141. GM is a “warrantor,” as that term is defined in 15 U.S.C. § 2301(5).

142. Plaintiff and each member of the Classes are “consumers,” as that term is defined in 15 U.S.C. § 2301(3).

143. As a warrantor, GM is obligated to afford the Classes, as consumers, all rights and remedies available under Magnuson-Moss, regardless of privity.

144. Magnuson-Moss provides a cause of action for, among other things, breach of warranty. *See* 15 U.S.C. § 2310(d)(1). GM has breached its implied warranties of merchantability, which it cannot disclaim under Magnuson-Moss, *see* 15 U.S.C. § 2308(a)(1), by failing to provide merchantable goods. Plaintiff and the Classes have suffered damages as a result of GM’s breaches of implied warranties as set forth above. *See* 15 U.S.C. § 2310(d)(1)-(2).

145. GM was on notice of the ignition switch defects as early as 2001, yet did not undertake any opportunity to cure until 2014, nearly thirteen years later, when GM’s knowledge of the ignition switch defects was first made public. Also, once Plaintiff’s representative capacity is determined, notice and opportunity to cure on behalf of the Classes — through Plaintiff — can be provided under 15 U.S.C. § 2310(e).

146. Plaintiff and the Class members have suffered, and are entitled to recover, damages as a result of GM’s breaches of warranty and violations of Magnuson-Moss.

147. Additionally, or in the alternative, Magnuson-Moss provides for “other legal and equitable” relief where there has been a breach of warranty or failure to abide by other obligations imposed by Magnuson-Moss. *See* 15 U.S.C. § 2310(d)(1). Rescission and Revocation

of Acceptance are equitable remedies available to Plaintiff and the Class members under Magnuson-Moss.

148. Plaintiff also seeks an award of costs and expenses, including attorney's fees, under Magnuson Moss to prevailing consumers in connection with the commencement and prosecution of this action. *See* 15 U.S.C. § 2310(d)(2). Plaintiff and the Class intend to seek such an award, including expert witness costs and other recoverable costs, as prevailing consumers at the conclusion of this lawsuit.

COUNT VI

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (Against GM on behalf of the Florida Subclass)

149. Plaintiff and the Class incorporate by reference paragraphs 1 through 80 as though fully set forth at length herein.

150. This Count is brought on behalf of the Florida Subclass.

151. GM is a merchant that sold or leased the Defective Vehicles to Plaintiff and members of the Florida Subclass.

152. GM impliedly warranted to Plaintiff and members of the Florida Subclass that the Defective Vehicles were free of defects, and were merchantable and fit for the ordinary purpose for which such goods were sold and used.

153. As alleged above, GM's sales of the Defective Vehicles breached this implied warranty of merchantability because the Defective Vehicles were sold with latent defects described above as the ignition switch defects. Accordingly, the Defective Vehicles are unfit for the ordinary intended purpose at the time of sale. These ignition switch defects create serious safety risks in the operation of the Defective Vehicles.

154. Yet GM marketed, promoted, and sold the Defective Vehicles as safe and free from defects.

155. GM had knowledge of and concealed this defect for over a decade.

156. GM failed to cure the ignition switch defects that existed and were known to GM when Plaintiff and members of the Florida Subclass purchased the Defective Vehicles.

157. Any purported disclaimer or exclusion of the implied warranty of merchantability in GM's written warranty is invalid, void, and unenforceable under Magnuson-Moss, 15 U.S.C. § 2308(a)(1).

158. GM's warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable because they disclaimed a defect known but not disclosed to consumers at or before the time of purchase.

159. Any contractual language contained in GM's written warranty that attempts to limit remedies is unconscionable, fails to conform to the requirements for limiting remedies under applicable law, causes the warranty to fail of its essential purpose, and thus is unconscionable, unenforceable, or void.

160. As a direct and proximate result of the breach of said warranty, Plaintiff and the Florida Subclass suffered and will continue to suffer losses as alleged above in an amount to be determined at trial.

161. Additionally, or in the alternative, Plaintiff and the Florida Subclass seek declaratory relief relating to the ignition switch defect described above, and the opportunity to rescind the purchase agreement for the Defective Vehicle.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf all others similarly situated, respectfully requests that this Court enter a judgment against Defendants, and grant the following relief:

A. Determine that this action may be maintained as a Class action and certify it as such under Rule 23(b)(3) and or 23(b)(2), or alternatively certify all issues and claims that are appropriately certified; and designate and appoint Plaintiff as Class and Subclass Representative and Plaintiff's chosen counsel as Class Counsel;

B. Declare, adjudge, and decree that Defendants violated 18 U.S.C. § 1962(c) by conducting the affairs of the RICO Enterprise through a pattern of racketeering activity;

C. Declare, adjudge, and decree the conduct of Defendants as alleged herein to be unlawful, unfair or deceptive, and enjoin any such future conduct;

D. Declare, adjudge, and decree that the ignition switches in the Defective Vehicles are defective;

E. Declare, adjudge, and decree that Defendants must disgorge, for the benefit of Plaintiff, Class Members, and Subclass Members all or part of the ill-gotten gains it received from the sale or lease of the Defective Vehicles;

F. Award Plaintiff, Class Members, and Subclass Members actual, compensatory damages, or, in the alternative, statutory damages, as proven at trial;

G. Award Plaintiff and the nation-wide Class Members treble damages pursuant to 18 U.S.C. § 1964(c).

H. Alternatively, if elected by Plaintiff, Class Members, and Subclass Members, require Defendants to repair the defective ignition switches or provide a comparable vehicle that does not have ignition switch defects;

I. Award Plaintiff, Class Members, and Subclass Members punitive damages in such amount as proven at trial;

J. Award Plaintiff, Class Members, and Subclass Members their reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest; and

K. Award Plaintiff, Class Members, and Subclass Members such other further and different relief as the case may require or as determined to be just, equitable, and proper by this Court.

JURY TRIAL DEMAND

Plaintiff requests a trial by jury on all the legal claims alleged in this Complaint.

Respectfully submitted,

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353403.2

Exhibit J

JS 44C/SDNY REV. 4/2014

14 CV 3298 CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet.

PLAINTIFFS LISA PHANEUF, ADAM SMITH, MIKE GARCIA, JAVIER DELACRUZ, STEVE SILEO, STEVEN BUCCI, DAVID PADILLA, CATHERINE CABRAL and JOSEPH CABRAL

DEFENDANTS GENERAL MOTORS LLC

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ATTORNEYS (IF KNOWN)

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE) (DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

MAY - 7 2014

Consumer Protection Claims Under The Laws Of Various States; Diversity Pursuant to 1332(d) CAFA

Has this action, case, or proceeding, or one essentially the same been previously filed in SDNY at any time? No [x] Yes [] Judge Previously Assigned

If yes, was this case Vol. [] Invol. [] Dismissed. No [] Yes [] If yes, give date _____ & Case No. _____

IS THIS AN INTERNATIONAL ARBITRATION CASE? No [] Yes []

(PLACE AN [x] IN ONE BOX ONLY)

NATURE OF SUIT

TORTS

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- [] 422 APPEAL 28 USC 158
[] 423 WITHDRAWAL 28 USC 157

PROPERTY RIGHTS

- [] 820 COPYRIGHTS
[] 830 PATENT
[] 840 TRADEMARK

SOCIAL SECURITY

- [] 861 HIA (1395ff)
[] 862 BLACK LUNG (923)
[] 863 DIWC/DIWW (405(g))
[] 864 SSID TITLE XVI
[] 865 RSI (405(g))

FEDERAL TAX SUITS

- [] 870 TAXES (U.S. Plaintiff or Defendant)
[] 871 IRS-THIRD PARTY 26 USC 7609

OTHER STATUTES

- [] 375 FALSE CLAIMS
[] 400 STATE REAPPORTIONMENT
[] 410 ANTI TRUST
[] 430 BANKS & BANKING
[] 450 COMMERCE
[] 460 DEPORTATION
[] 470 RACKETEER INFLUENCED & CORRUPT ORGANIZATION ACT (RICO)
[] 480 CONSUMER CREDIT
[] 490 CABLE/SATELLITE TV
[] 850 SECURITIES/ COMMODITIES/ EXCHANGE
[] 890 OTHER STATUTORY ACTIONS
[] 891 AGRICULTURAL ACTS
[] 893 ENVIRONMENTAL MATTERS
[] 895 FREEDOM OF INFORMATION ACT
[] 896 ARBITRATION
[] 899 ADMINISTRATIVE PROCEDURE ACT/REVIEW OR APPEAL OF AGENCY DECISION
[] 950 CONSTITUTIONALITY OF STATE STATUTES

Check if demanded in complaint:

[x] CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DO YOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y.? IF SO, STATE:

DEMAND \$ TBD OTHER _____ JUDGE Jesse M. Furman DOCKET NUMBER 14-2458

Check YES only if demanded in complaint

JURY DEMAND: [x] YES [] NO

NOTE: You must also submit at the time of filing the Statement of Relatedness form (Form IH-32).

(PLACE AN x IN ONE BOX ONLY)

ORIGIN

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from (Specify District) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judge Judgment
- a. all parties represented b. At least one party is pro se.

(PLACE AN x IN ONE BOX ONLY)

BASIS OF JURISDICTION

IF DIVERSITY, INDICATE CITIZENSHIP BELOW.

- 1 U.S. PLAINTIFF 2 U.S. DEFENDANT 3 FEDERAL QUESTION (U.S. NOT A PARTY) 4 DIVERSITY

CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)

(Place an [X] in one box for Plaintiff and one box for Defendant)

CITIZEN OF THIS STATE	PTF [] 1	DEF [] 1	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	PTF [] 3	DEF [] 3	INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	PTF [] 5	DEF <input checked="" type="checkbox"/> 5
CITIZEN OF ANOTHER STATE	<input checked="" type="checkbox"/> 2	[] 2	INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE	[] 4	[] 4	FOREIGN NATION	[] 6	[] 6

PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)
PLEASE SEE SCHEDULE ATTACHED HERETO

DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)
General Motors LLC
C/O CORPORATION SERVICE COMPANY
80 STATE STREET
ALBANY, NEW YORK, 12207-2543

DEFENDANT(S) ADDRESS UNKNOWN
REPRESENTATION IS HEREBY MADE THAT, AT THIS TIME, I HAVE BEEN UNABLE, WITH REASONABLE DILIGENCE, TO ASCERTAIN RESIDENCE ADDRESSES OF THE FOLLOWING DEFENDANTS:

Check one: THIS ACTION SHOULD BE ASSIGNED TO: WHITE PLAINS MANHATTAN
(DO NOT check either box if this a PRISONER PETITION/PRISONER CIVIL RIGHTS COMPLAINT.)

DATE 5/7/2014 SIGNATURE OF ATTORNEY OF RECORD

ADMITTED TO PRACTICE IN THIS DISTRICT

RECEIPT #

[] NO
 YES (DATE ADMITTED Mo. July Yr. 2011)
Attorney Bar Code # G-81723

Magistrate Judge is to be designated by the Clerk of the Court.

Magistrate Judge _____ is so Designated.

Ruby J. Krajick, Clerk of Court by _____ Deputy Clerk, DATED _____.

UNITED STATES DISTRICT COURT (NEW YORK SOUTHERN)

Plaintiffs Addresses

Lisa Phaneuf
203 Austin St.
New Bedford, Massachusetts 02740

Adam Smith
49 Town Farm Road
Ipswich, Massachusetts 01938

Mike Garcia
9841 Mieras Road
Yakima, Washington 98901

Javier Delacruz
10916 Claremount Ave
Albuquerque, New Mexico 87112

Steve Sileo
65 Durham Road
Skillman, New Jersey 08558

Steven Bucci
1335 East State Street, Apt. 8
Sharon, Pennsylvania 16146

David Padilla
1487 Lloyd Thayer Circle
Stockton, California 95206

Catherine Cabral
Joseph Cabral
6 Tower Hill Rd
Somerset, Massachusetts 02726

IH-32

Rev: 2014-1

United States District Court
for the
Southern District of New York
Related Case Statement

Full Caption of Later Filed Case:

LISA PHANEUF, ADAM SMITH, MIKE
GARCIA, JAVIER DELACRUZ, STEVE SILEO,
STEVEN BUCCI, DAVID PADILLA,
CATHERINE CABRAL and JOSEPH CABRAL,

Plaintiff

Case Number

vs.

GENERAL MOTORS LLC,

Defendant

Full Caption of Earlier Filed Case:

(including in bankruptcy appeals the relevant adversary proceeding)

STEVE GROMAN, Individually, and on
Behalf of All Others Similarly Situated,

Plaintiff

Case Number

vs.

1:14-cv-02458-JMF

GENERAL MOTORS LLC,

Defendant

IH-32

Rev: 2014-1

Status of Earlier Filed Case:

Closed

(If so, set forth the procedure which resulted in closure, e.g., voluntary dismissal, settlement, court decision. Also, state whether there is an appeal pending.)

Open

(If so, set forth procedural status and summarize any court rulings.)

The complaint in the earlier filed action has been filed and served on Defendant. An initial pretrial conference is scheduled for July 2, 2014.

Explain in detail the reasons for your position that the newly filed case is related to the earlier filed case.

The two cases concern substantially similar facts and claims against the same Defendant. Plaintiffs in both cases allege pecuniary injury arising from a defect in Defendant's vehicles' ignition switches, and both complaints allege substantially similar violations of state consumer protection statutes, as well as fraud by concealment, due to Defendant's failure to disclose the defect.

Signature:



Date: May 7, 2014

Firm:

FINKELSTEIN, BLANKINSHIP,
FREI-PEARSON & GARBER, LLP

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

LISA PHANEUF, ADAM SMITH,
MIKE GARCIA, JAVIER
DELACRUZ, STEVE SILEO,
STEVEN BUCCI, DAVID
PADILLA, CATHERINE CABRAL
and JOSEPH CABRAL,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

14 CV

Case No. _____

3298

Jury Trial Demanded

Class Action

Plaintiffs Lisa Phaneuf, Adam Smith, Mike Garcia, Javier Delacruz, Steve Sileo, Steven Bucci, David Padilla, Catherine and Joseph Cabral ("Plaintiffs"), individually, and on behalf of all others similarly situated (the "Class" defined below) allege the following against Defendant General Motors LLC ("New GM") successor-in-interest to General Motors Corporation ("Old GM")¹ (collectively, the "Company," or "GM")² upon personal knowledge as to themselves and their own acts and as to all other matters upon information and belief, based upon, among other things, their attorneys' investigation.

I. INTRODUCTION

1. Plaintiffs bring this class action on behalf of themselves and a class (the "Class") comprised of: all persons in the United States who purchased or leased a Chevrolet

¹ General Motors Corporation was renamed Motors Liquidation Company following its July 2009 bankruptcy.

² Any reference to "GM" relating to a date before July 10, 2009 means Old GM. Any reference to "GM" relating to a date after July 10, 2009 means New GM. Any reference to "GM" that does not relate to a specific date means Old GM and New GM, collectively.

Cobalt, Chevrolet HHR, Pontiac Solstice, Pontiac G5, Saturn Ion, or Saturn Sky (collectively, the “Affected Vehicles”) at any time between July 10, 2009 and February 13, 2014 (the “Class Period”).

2. As GM has acknowledged in multiple letters to the National Highway Traffic Safety Administration (“NHTSA”), there is “a defect which relates to motor vehicle safety” in the Affected Vehicles. To wit, “the ignition switch [in the Affected Vehicles] may unintentionally move from the ‘run’ position to the ‘accessory’ or ‘off’ position with a corresponding reduction or loss of power,” which, in turn, “may result in the airbags not deploying, increasing the potential for occupant injury in certain kinds of crashes.” Upon information and belief, this issue (the “Ignition Defect”) may also affect a vehicle’s power braking or power steering.

3. GM admits that it knew about the Ignition Defect for years before it issued a recall notice. The Company learned of testing results in 2002 that showed that the ignition switch in the Affected Vehicles did not meet GM’s own specifications. In 2004, GM opened an engineering inquiry after a complaint that the “vehicle can be keyed off with knee while driving.” As an employee of GM’s ignition switch supplier wrote, in 2005, “*Cobalt [was] blowing up in [GM’s] face in regards to turning the car off with the driver’s knee.*” But after considering a variety of solutions, GM decided to take “no action” because “tooling cost and piece price are too high” and “none of the solutions represents an acceptable business case.”

4. Between 2003 and 2013, NHTSA received—and forwarded to GM—more than 240 complaints about the Affected Vehicles suddenly turning off while being driven. Over a slightly shorter time span (June 2003 to June 2012), GM received 133 complaints

from consumers about vehicles unexpectedly stalling or turning off when going over bumps or when the key was bumped. In many of these complaints, the comments from consumers and GM technicians indicated that they had identified the ignition switch as the likely cause of the problem.

5. The Ignition Defect posed (and continues to pose) a significant safety risk. As GM itself admits, the Ignition Defect has been linked to at least twelve fatal crashes. And this figure is likely to be understated. On March 13, 2014, the New York Times reported on a study by the Friedman Research Corporation which identified 303 deaths involving GM vehicles in which the airbags failed to deploy to protect people in the front seats.

6. Both New GM and Old GM had an ongoing duty to disclose the existence of safety defects, such as the Ignition Defect, in the Affected Vehicles. Yet GM concealed the Ignition Defect from consumers until February 2014. As GM's current CEO Mary Barra acknowledged in written testimony submitted to Congress, it "took years for a safety defect to be announced." In a March 17, 2014 video message to employees, Barra admitted that "[s]omething went very wrong in our processes in this instance, and terrible things happened[.]"

7. As a consequence of GM's uniform misleading omissions, Plaintiffs and members of the Class overpaid for the vehicles that they purchased. Had Plaintiffs and Class members known of the Ignition Defect, they would have paid less for the Affected Vehicles or not purchased/leased the Affected Vehicles at all. By this action, Plaintiffs, on behalf of the Class, seek restitution, actual damages, statutory damages, punitive damages, attorneys' fees and costs for their economic losses.

II. PARTIES

8. Plaintiff Lisa Phaneuf (“Phaneuf”) is and at all relevant times has been a citizen of the Commonwealth of Massachusetts. In September 2010, Phaneuf purchased a 2006 Chevrolet HHR (VIN: 3GNDA23P865S505974) from O’Hara Mazda in Fairhaven, MA for \$11,779. Phaneuf’s Chevrolet HHR was manufactured, sold, distributed, advertised, marketed, and warranted by GM and was purchased by Phaneuf primarily for personal, household and family use. If GM had disclosed the existence of the Ignition Defect, Phaneuf would not have purchased the Affected Vehicle or would have paid significantly less than she did.

9. Plaintiff Adam Smith (“Smith”) is and at all relevant times has been a citizen of the Commonwealth of Massachusetts. In November 2009, Smith purchased a 2007 Pontiac Solstice from Herb Chambers Auto Group in Danvers, Massachusetts. Smith’s Pontiac Solstice was purchased by Smith primarily for personal, household and family use. If GM had disclosed the existence of the Ignition Defect, Smith would not have purchased the Affected Vehicle or would have paid significantly less than he did.

10. Plaintiff Mike Garcia (“Garcia”) is and at all relevant times has been a citizen of the State of Washington. In April 2011, Garcia purchased a 2010 Chevrolet Cobalt (VIN: 1GCGK29U21Z27310) from Blade Chevrolet & RV’s in Yakima, Washington. Garcia’s Chevrolet Cobalt was purchased by Garcia primarily for personal, household and family use. If GM had disclosed the existence of the Ignition Defect, Garcia would not have purchased the Affected Vehicle or would have paid significantly less than he did.

11. Plaintiff Javier Delacruz (“Delacruz”) is and at all relevant times has been a citizen of the State of New Mexico. In September 2009, Delacruz purchased a 2009

Chevrolet Cobalt in New Mexico. Delacruz's Chevrolet Cobalt was purchased by Delacruz primarily for personal, household and family use. If GM had disclosed the existence of the Ignition Defect, Delacruz would not have purchased the Affected Vehicle or would have paid significantly less than he did.

12. Steve Sileo ("Sileo") is and at all relevant times has been a citizen of the State of New Jersey. In August 2010, Sileo purchased a 2010 Chevrolet Cobalt in New Jersey. Sileo's Chevrolet Cobalt was purchased by Sileo primarily for personal, household, and family use. If GM had disclosed the existence of the Ignition Defect, Sileo would not have purchased the Affected Vehicle or would have paid significantly less than he did.

13. Steven Bucci ("Bucci") is and at all relevant times has been a citizen of the State of Pennsylvania. In November 2009, Bucci purchased a 2009 Chevrolet Cobalt in Pennsylvania. Bucci's Chevrolet Cobalt was purchased by Bucci primarily for personal, household, and family use. If GM had disclosed the existence of the Ignition Defect, Bucci would not have purchased the Affected Vehicle or would have paid significantly less than he did.

14. David Padilla ("Padilla") is and at all relevant times was a citizen of the State of California. In April 2010, Padilla purchased a 2010 Chevrolet Cobalt in California. Padilla's Chevrolet Cobalt was purchased by Padilla primarily for personal, household, and family use. If GM had disclosed the existence of the Ignition Defect, Padilla would not have purchased the Affected Vehicle or would have paid significantly less than he did.

15. Plaintiffs Catherine and Joseph Cabral (the "Cabral's") are citizens of the Commonwealth of Massachusetts. In June 2010, the Cabral's—who were at the time,

residents and citizens of Florida—purchased a 2007 Chevrolet Cobalt (VIN: 1G1AL58F177169102) from Kaiser Pontiac-Buick-GMC Truck, Inc., a GM dealership in Deland, Florida for \$13,182. The Cabrals’ Chevrolet Cobalt was manufactured, sold, distributed, advertised, marketed, and warranted by GM and was purchased by the Cabrals primarily for personal, household and family use. If GM had disclosed the existence of the Ignition Defect, the Cabrals would not have purchased the Affected Vehicle or would have paid significantly less than they did.

16. Defendant General Motors LLC (“New GM”) is a Delaware corporation with a principal place of business in Detroit, Michigan. New GM is a successor-in-interest to General Motors Corporation (“Old GM”). As set forth below, New GM purchased substantially all of Old GM’s assets during Old GM’s bankruptcy proceedings in 2009. Following Old GM’s bankruptcy, New GM has continued to design, manufacture, market, distribute, and sell the Affected Vehicles throughout the United States and in countries across the world.

III. JURISDICTION AND VENUE

17. Jurisdiction is proper in this Court pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because members of the proposed Class are citizens of states different from GM’s home state, and the aggregate amount in controversy exceeds \$5,000,000.

18. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events or omissions giving rise to these claims occurred in this district, and GM has caused harm to class members residing in this District. Moreover, GM has sought protection from the Bankruptcy Court located in this District.

IV. SUBSTANTIVE ALLEGATIONS

A. GM Admits That The Affected Vehicles Have An Ignition Defect That Significantly Increases The Risk of Death or Injury

19. On February 13, 2014, GM announced that it was recalling all 2005-2007 model year Chevrolet Cobalts and 2007 model year Pontiac G5s. Less than two weeks later, GM expanded the recall to include all 2006-2007 model year Chevrolet HHRs, 2006-2007 model year Pontiac Solstices, 2007 Pontiac G5s, 2003-2007 model year Saturn Ions, and 2007 model year Saturn Skys. On March 28, 2014, GM expanded the recall further to include all model years of the already-recalled vehicles, including: 2008-10 Chevrolet Cobalts, 2008-11 Chevrolet HHRs, 2008-10 Pontiac Solstices, 2008-10 Pontiac G5s and 2008-10 Saturn Skys.

20. GM sent letters to NHTSA on February 24, 2014 (the "February 24 Admissions"), and March 11, 2014 letter (the "March 11 Admissions"). In those letters, GM admitted that "a defect which relates to motor vehicle safety exists" in the Affected Vehicles. As GM admitted, "the ignition switch [in the Affected Vehicles] may unintentionally move from the 'run' position to the 'accessory' or 'off' position with a corresponding reduction or loss of power," which, in turn, "may result in the airbags not deploying, increasing the potential for occupant injury in certain kinds of crashes." Upon information and belief, this issue may also affect a vehicle's power braking or power steering.

21. GM has admitted that the Ignition Defect has been linked to at least twelve deaths. In the February 24 Admissions, GM stated that it was aware of eight deaths, in which the Ignition Defect in Chevrolet Cobalts and Pontiac G5s may have been a cause or contributing factor. In the March 11 Admissions, GM stated that it was aware of

another four deaths, in which the Ignition Defect in Saturn Ions may have been a cause or contributing factor.

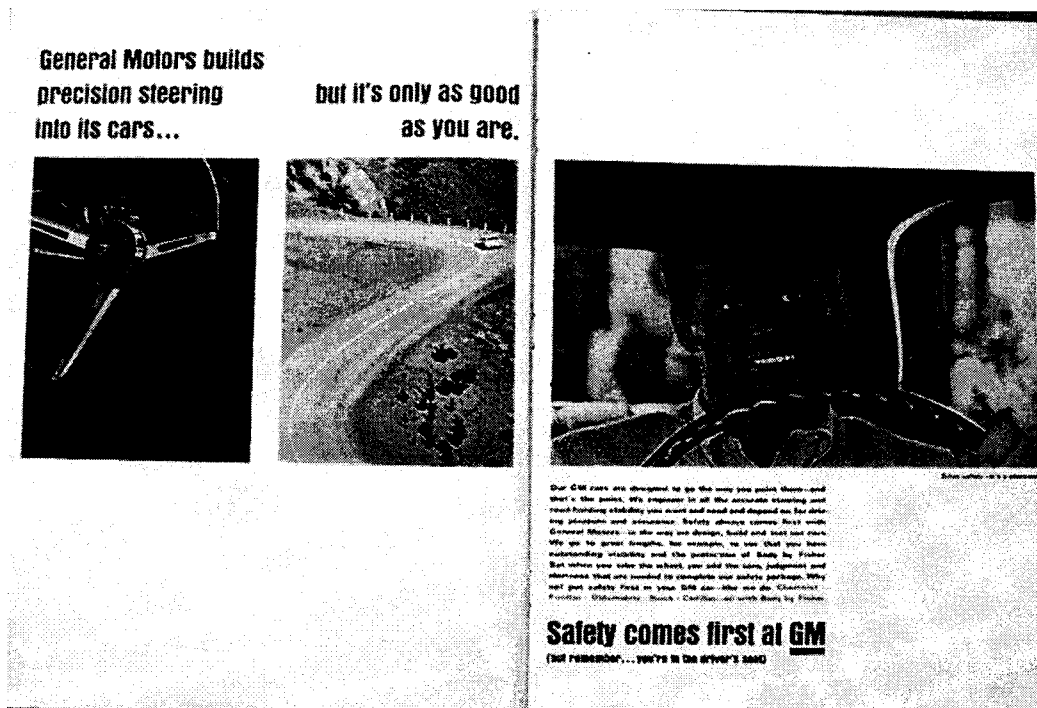
22. On March 13, 2014, the New York Times reported on a study by the Friedman Research Corporation which identified 303 deaths involving GM vehicles in which the airbags failed to deploy to protect people in the front seats.

B. Safety Sells: GM Promised Consumers That Its Vehicles Were Safe

23. Consumers care about safety when they are buying a car. As GM acknowledged in its most recent Form 10-K: “The principal factors that determine consumer vehicle preferences in the markets in which we operate include price, quality, available options, style, safety, reliability, fuel economy and functionality.” According to GM’s own customer research, published by dealerships in 2013, “54 percent of customers rank[ed] safety as a ‘very important’ consideration” in their purchase decision.

24. Yet until February 13, 2014, GM had never revealed the existence of the Ignition Defect to consumers. To the contrary, during the Relevant Period, GM repeatedly told consumers that its cars were safe and secure, including in the event of a collision.

25. As early as the 1960s, GM's marketing claimed that "Safety comes first at GM."



26. This strategy continued through the period in which GM manufactured and sold the Affected Vehicles. In 2005, for example, GM launched the "Only GM" advertising campaign. As a February 6, 2005 story in the Pittsburgh Post-Gazette put it: "General Motors Corp. [was] trying to follow another emerging trend: safety sells. ... That marketing strategy is seen as the company's attempt to distinguish itself from other manufacturers[.]" "Safety and security" were the first two features highlighted in the Company's February 17, 2005 press release describing the campaign. According to the press release, the "campaign's initial pool of television spots feature[d] children raising questions about safety." A GM spokesperson commenting on a companion campaign, targeting Hispanics stated that "Hispanics feel strongly about their family's safety in all areas, especially when it comes to the vehicle they drive."

27. Similarly, an April 5, 2005 press release about the "Hot Button marketing program" stated that the "Value of GM's Brands [Was] Bolstered By GM's Focus On

Continuous Safety” and explained that the Hot Button program was “intended to showcase the range of GM cars, trucks and SUVs that offer drivers continuous safety - protection before, during and after a vehicle collision.”

28. On June 14, 2005, GM issued a press release stating that “Safety [Was The] No. 1 Concern For Women At The Wheel” and highlighting “[f]eatures that help protect drivers before, during and after a crash includ[ing] ... [f]ront and side-impact air bags [to] restrain the driver and front passenger in moderate to severe impacts.”

29. GM marketed the Affected Vehicles, specifically, as safe and reliable. In a statement aired on Good Morning America on March 7, 2005, a GM spokesperson stated that “the [Chevrolet] Cobalt exceeds all Federal safety standards that provide - significant real-world safety before, during, and after a crash.” In November 2005, GM ran radio advertisements stating that “One of the best things to keep you [and your] family safe is to buy a Chevy equipped with OnStar ... from Cobalt to Corvette there’s a Chevy to fit your budget.”

30. After the 2009 bankruptcy, New GM continued to sell safety. GM adopted and heavily promoted its new “Five Principles.”³ The first Principle is “Safety and Quality First.” GM promises customers that “[s]afety will always be a priority at GM. We continue to emphasize our safety-first culture in our facilities, and as we grow our business in new markets. Our safety philosophy is at the heart of the development of each vehicle.”

31. Sales of the Affected Vehicles benefited from GM’s emphasis on safety. The website for GM’s Chevrolet brand, for example, discusses the now-discontinued Cobalt

³ See, e.g., http://www.gm.com/company/aboutGM/our_company.html

and states that “[r]easons for Cobalt's popularity included ... a comprehensive standard safety package that included front air bags, four-wheel antilock brakes and safety-cage construction.”⁴

C. At the Turn of the Twenty-First Century, GM Was A Desperate Company Obsessed With Reducing Costs

32. GM found itself in a desperate economic situation when it began designing and ultimately producing the Affected Vehicles. After years of mismanagement, GM was faced with collapsing credit ratings and skyrocketing legacy costs for generous healthcare and pension agreements. Between 1999 and 2001, the Company's net income fell from \$6 billion to just \$601 million. According to a 2004 estimate by Morgan Stanley, pension and retiree health care costs added \$1,824 to the cost of each GM vehicle sold, compared to \$186 per vehicle sold by Toyota. As a consequence, GM had the lowest profit margins in the automobile industry.

33. As GM's CEO Rick Wagoner admitted in the Company's annual report for the year ending December 31, 2004, the “road ahead” for the company was sure to include “numerous and jarring” “bumps,” including “global overcapacity... falling prices... rapidly escalating health-care costs... unstable fuel prices... increasing competition every year.” He conceded that 2004 was “a year in which [GM] did not take the step forward [that it] was aiming for.” That year was the last profitable year for Old GM. In 2005, GM recorded a \$10.4 billion net loss. The company lost another \$1.9 billion in 2006 and lost more than \$38.7 billion in 2007. In 2008, GM lost more than \$30.8 billion. On June 1, 2009, Old GM filed for bankruptcy.

⁴ See <http://www.chevrolet.com/discontinued-vehicle/cobalt.html>

34. In a March 22, 2014 investigative report, Bloomberg detailed the aggressive cost-cutting culture at GM during the time that the Affected Vehicles were first designed and produced. According to a former employee of a then-GM supplier: “Suppliers and people in the industry would joke that GM makes design decisions based on three things: One was cost, two was cost and three was cost.” In testimony before Congress on April 1, 2014, GM’s current CEO acknowledged that “in the past,” GM had “a cost culture.”

35. In 2001, GM was producing small cars to meet federal fuel-economy regulations but was losing money on every small car that it sold. An April 17, 2014 story by GM quoted automobile industry Jesse Toprak as stating that “The Cobalt wasn’t designed to be the best compact car. It was done to make sure that GM met fuel economy standards and utilized manufacturing capacity that was already there[.]”

36. GM decided to develop its next generation of small cars, the “Ion, Cobalt and Opel Astra cars from the same mechanical platform, code-named Delta” as part of a joint venture with Fiat (which was, at the time, partially owned by GM). This plan failed when GM’s relationship with Fiat deteriorated between 2000 and 2005.

37. When the original plan for a “world compact” failed, Bloomberg reports that “GM patched Cobalts and Ions together with some new parts [and some] parts ... scavenged from other models,” including “the aging Cavalier.” GM also “began pressing its supplier and former parts division, [Delphi] to shave pennies off the price of every part to match what several of the people familiar with GM called the ‘China Cost’ — a rock-bottom price pegged to cheap Chinese labor. If suppliers couldn’t match it, these people said, GM would threaten to outsource production overseas.”

38. GM had the worst supplier relations of any of the major automobile manufacturers from 2002 to 2005, according to an annual survey conducted by Planning Perspectives Inc. In 2005, 85 percent of GM suppliers characterized their relationship with the automaker as “poor,” and 53 percent would “prefer not to do business” with the company or were “ambivalent” about it, according to the survey.

39. Unsurprisingly, GM’s focus on cost, cost, and cost led to shortcuts. As a result of GM’s cost-cutting obsession, its small vehicles were notably defective. As the New York Times reported on March 31, 2014: “Long before the Chevrolet Cobalt became known for having a deadly ignition defect, it was already seen as a lemon. Owners complained about power steering failures, locks inexplicably opening and closing, doors jamming shut in the rain — even windows falling out.” According to the newspaper’s analysis “[i]n more than 120 instances, General Motors was forced under state lemon laws to buy back faulty Cobalts, pay settlements to owners or let them trade in the cars[.]”

D. GM Knew About The Ignition Defect For More Than A Decade But Concealed The Defect From Customers And Did Not Issue A Recall

40. Some of these shortcuts—including, in particular, the Ignition Defect—led to dangerous problems with the Affected Vehicles. But as the body count grew, GM repeatedly ignored the Ignition Defect, finding that a repair or recall did not present “an acceptable business case.”

1) GM Received Multiple Reports About The Ignition Defect Between 2001 and 2005

41. As set forth below, the Ignition Defect is caused, at least in part, by a detent spring and plunger that is too short. In April 2006, GM attempted to fix the Ignition Defect by replacing the original detent spring and plunger with a longer detent spring and plunger. But it appears that the first detent spring and plunger that GM considered for the

Affected Vehicles was the longer (and safer) version. A cache of documents that GM submitted to Congressional investigators in 2014 included two engineering drawings created during the development stages in 2001. In September 2001, GM created Drawing Number 741-79378, which was a drawing of the longer/safer detent spring and plunger. In October 2001, GM created Drawing Number 741-75259, which referenced the earlier drawing and was a drawing of the shorter/less safe detent spring and plunger. The only plausible explanation for the change is that the shorter detent spring and plunger was cheaper.

42. In the February 24 Admissions, GM claimed that it first learned of the Ignition Defect in 2005. Not true. In fact, as GM acknowledged in the March 11 Admissions, the Company first learned of the Ignition Defect in 2001, when it received a report of an “issue relating to the ignition switch” caused by “low detent plunger force’ in the ignition switch” of the Saturn Ion, which was, at the time, in the development stages.

43. According to a March 30, 2014 memorandum issued by the Majority Staff of the House Committee on Energy and Commerce (the “Majority Staff Memo”), GM’s ignition switch supplier for the Affected Vehicles, Delphi submitted a Production Part Approval Process (“PPAP”) document for the switch in 2002. According to the Majority Staff Memo, “Delphi officials told Committee staff that GM approved the PPAP *even though sample testing of the ignition switch torque was below the original specifications set by GM.*”⁵ According to a March 31, 2014 letter sent to Barra by three Members of Congress investigating the Ignition Defect:

Delphi officials stated that it was ‘well documented’ in 2002 that the switch did not meet the required minimum torque specifications. The

⁵ All emphasis, unless otherwise noted, is added.

testing results were in fact far below GM's specifications. Delphi told the committee that there were 12 torque performance tests conducted on the switch at the time ... and that *only two of the 12 tests showed the switch surpassing [torque of] 10 N-cm. GM's specifications called for torque levels between 15 and 25 N-cm, significantly above the results of the performance tests.*

44. In a June 12, 2013 deposition, Gary Altman, GM's program engineer for the Cobalt, admitted that the "vehicle never should have been sold if it didn't meet GM's minimum torque performance requirements" because it could be "dangerous under certain situations because the key can move from run to accessory."

45. GM admits that in 2003, a GM service technician observed the Ignition Defect while he was driving. An Affected Vehicle stalled while the technician was driving and the technician observed that the "weight of the keys had worn out the ignition switch."

46. According to the February 24 Admissions, around the time of the Cobalt's launch, "GM learned of at least one incident in which a Cobalt lost engine power because the key moved out of the 'run' position when the driver inadvertently contacted the key or steering column." GM employees "were able to replicate this phenomenon during test drives." GM received "new field reports of Cobalts losing engine power ... [when] the key moved out of the 'run' position" after the Cobalt launched. In November 2004, GM opened engineering inquiry PRTS N172404 (the "2004 Inquiry") to examine a customer complaint that the "vehicle can be keyed off with knee while driving."

2) GM Studied The Problem and Ultimately Issued A Service Bulletin About The Ignition Defect In 2005

47. According to the Majority Staff Memo, GM engineers met in February 2005 to consider possible solutions to the problem identified in the 2004 Inquiry. Among other solutions, the engineers considered increasing or changing the ignition switch "torque

effort.” In March 2005, however, the Cobalt Project Engineering Manager directed that the 2004 Inquiry be closed “with no action” because “tooling cost and piece price are too high” and “*none of the solutions represents an acceptable business case.*”

48. According to a March 11, 2014 report by JPMorgan Chase & Co., Delphi stated that the ignition switch responsible for the Ignition Defect cost between \$2 and \$5 to produce.

49. In May 2005, GM opened a new engineering inquiry PRTS N182276 (the “2005 Inquiry”) to investigate a 2005 Chevrolet Cobalt customer’s complaint that the “vehicle ignition will turn off while driving.” The 2005 Inquiry document noted the 2004 Inquiry had been closed but stated that “due to the level of buyback activity that is developing in the field, Brand Quality requests that the issue be reopened.” As part of the 2005 Inquiry, GM approved and then cancelled a proposed solution to change the key ring slot to a hole and use a smaller key ring.

50. On June 14, 2005, in an internal email discussion, John Coniff (a Senior Project Engineer) at Delphi asked for an analysis of “force displacement” on “all the Ignition switches,” stating that “*Cobalt is blowing up in [GM’s] face in regards to turning the car off with the driver’s knee.*”

51. On July 29, 2005, a 2005 Chevrolet Cobalt crashed and the driver was killed. Sensory Data Module data (“Sensory Data”) available to GM showed that the front airbag system did not deploy and that the vehicle power mode status was in “Accessory.”

52. In a September 28, 2005 email to a group of GM employees— including Lori Queen, an executive on GM’s small car program and Raymond DeGiorgio, the GM engineer responsible for the ignition switch installed in the Affected Vehicles—a GM

Engineering Group Manager, John Hendler, stated that he was “*very aware*” of an issue with “‘inadvertent ignition offs’ due to the low mounted ignition switch” but that a “*more robust*” ignition switch would not be installed in model-year 2008 vehicles because the “*piece cost could not be offset with warranty savings.*” According to that email, the increased piece cost was estimated to be \$0.90 and the warranty offset was estimated to be between \$0.10 and \$0.15. In testimony before Congress on April 1, 2014, GM CEO Mary Barra stated that this analysis was “inappropriate.”

53. In December 2005, GM issued Information Service Bulletin 05-02-35-007, which applied to the Chevrolet Cobalt and HHR, the Saturn Ion, and the Pontiac Solstice. According to the February 24 Admissions, the Service Bulletin “informed dealers that: ‘there is potential for the driver sent to inadvertently turn off the ignition due to low ignition key cylinder torque/effort.’” Service Bulletins are sent only to dealerships and are not released to the public. In a March 18, 2014 story, Bloomberg quoted Joan Claybrook, the former head of NHTSA, as saying that “service bulletins have been recall-avoidance devices—there’s no question about that.”

3) GM Redesigned The Ignition Switch In 2006 and Updated Its Service Bulletin

54. On April 26, 2006, DeGiorgio signed a document that approved changes to the ignition switch. The changes included “a new detent plunger and spring that increased torque force in the ignition switch.” The change to the ignition switch was not reflected in a corresponding change in the part number, however, and NHTSA was not notified of the change. According to a May 27, 2006 document produced by Delphi to Congressional investigators: “Ray DeGiorgio ... agree[d] to implement [the change] without changing

GM p/n.” In testimony before Congress on April 1, 2014, GM CEO Mary Barra stated that it was “inconceivable” and “not acceptable,” that a new part number was not issued.

55. On October 25, 2006, GM sent its dealerships an updated Technical Service Bulletin 05-02-35-007A, which was expanded to include the 2007 Saturn Ion and Sky, the 2007 Chevrolet HHR, and the 2007 Pontiac Solstice and G5. The Bulletin stated that “[t]here is potential for the driver to inadvertently turn off the ignition due to low ignition key cylinder torque/effort” and recommended that if customers complained, dealerships could install “an insert for the key ring so that it goes from a slot design to a hole design.”

4) GM Admits Reviewing Crash Data In 2007 That Highlighted The Ignition Defect

56. According to the February 24 Admissions, GM met with representatives of NHTSA on March 29, 2007. During that meeting, NHTSA informed GM of a fatal crash on July 29, 2005, in which “a 2005 Cobalt was involved in a frontal collision, the airbags did not deploy, and data retrieved from the car’s sensing and diagnostic module ... indicated that the car’s power mode status was ‘accessory.’” GM Legal Staff had opened a file relating to this crash in September 2005.

57. Following the meeting with NHTSA, a GM engineer was assigned to investigate non-rear-impact crashes involving Cobalts, in which airbags did not deploy. In August 2007, GM met with its Sensory Data supplier, Continental Corporation (“Continental”), to review data from a crash involving a 2005 Chevrolet Cobalt in which the airbags failed to deploy. In total, as part of its investigation, GM reviewed sensing and diagnostic data from nine crashes. In four of the nine crashes, the ignition was in the “accessory” position. GM knew or should have known that the airbags’ failure to deploy in these crashes was caused by the Ignition Defect.

5) GM Changed The Design of The Ignition Key In 2009 and Reviewed Additional Data Highlighting The Ignition Defect In 2009 and 2011

58. According to the February 24 Admissions, GM opened yet another engineering inquiry into the Ignition Defect in February 2009, which ultimately resulted in a redesign of the ignition key for model year 2010 Chevrolet Cobalts. In May 2009, GM again met with Continental and asked to review Sensory Data from a 2006 accident involving a Chevrolet Cobalt in which the airbags failed to deploy. GM reviewed Sensory Data from fourteen crashes. In seven of those collisions, the Sensory Data showed that the ignition was in the accessory position. Continental also informed GM that in certain crashes, its Sensory Data sensing algorithm may have been disabled.

59. According to the March 11 Admissions, GM initiated a Field Performance Evaluation in August 2011 (the “2011 Inquiry”) to examine a group of frontal impact crashes involving 2005-2007 Chevrolet Cobalts and 2007 Pontiac G5s in which airbags did not deploy.

6) In 2012 and 2013, GM Studied Ignition Switches In Affected Vehicles

60. According to the February 24 Admissions, in May 2012, the Field Performance Assessment Engineer in charge of the 2011 Inquiry studied a “cross-section of steering columns and ignition switches from Chevrolet Cobalts, Chevrolet HHRs, Pontiac G5s, and Saturn Ions, in model years ranging from 2003 through 2010.... Certain of these ignition switches exhibited torque performance below that specified by GM for the ignition switch.”

61. Between April and October of 2013, GM “retained outside engineering resources to conduct a comprehensive ignition switch survey and assessment ... The data gathered

by GM's outside technical expert showed ... the ignition switches ... tested that had been installed in early-model Cobalts did not meet GM's torque specification." In a July 2013 email regarding other defect investigations, the Director of NHTSA's Office of Defects Investigation wrote to GM that the agency perceived GM as "slow to communicate, slow to act, and, at times, require[ing] additional effort ... [not] necessary with some of [its] peers."

62. GM continued to study the Ignition Defect between October 2013 and January 31, 2014, on which date the Executive Field Action Decision Committee finally ordered the initial recall of some of the Affected Vehicles.

7) Between 2003 and 2014, GM Received Hundreds of Complaints About the Ignition Defect

63. An April 1, 2014 analysis of GM's warranty database by the Democratic Staff of the House Committee on Energy and Commerce, "identified 133 cases – dating from June 2003 through June 2012 – of consumers raising concerns directly to GM dealers about vehicles that were unexpectedly stalling or turning off when going over bumps or when the key was bumped. In many of these warranty claims, the comments from consumers and GM technicians indicate that they had identified the ignition switch as the likely cause of the problem."

64. NHTSA allows consumers to submit complaints about potential safety defects with their vehicles. Those complaints are filed on Vehicle Owner Questionnaires ("VOQs"). In addition to conducting its own analysis on complaint data, NHTSA regularly sends manufacturers all VOQs that the agency has received (upon information and belief, these updates are sent monthly).

65. According to a New York Times analysis published on March 8, 2014, NHTSA “received more than 260 complaints over the last 11 years about [the Affected Vehicles] suddenly turn[ing] off while being driven ... an average of two complaints a month” since February 2003. The year-by-year cumulative complaints were as follows:

Year	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Cumulative Complaints	7	15	38	60	91	109	132	174	204	228	248

E. GM Had An Ongoing Duty To Disclose The Ignition Defect

66. Federal law imposes a duty on all automobile manufacturers to “notify ... the owners, purchasers, and dealers of the vehicle ... if the manufacturer (1) learns the vehicle or equipment contains a defect and decides in good faith that the defect is related to motor vehicle safety; or (2) decides in good faith that the vehicle or equipment does not comply with an applicable motor vehicle safety standard prescribed under this chapter.” 49 U.S.C. § 30118(c).

67. GM failed to provide any such notification of the Ignition Defect to owners or purchasers of the Affected Vehicles until January 2014—more than a decade after it first learned of the problem.

68. GM has admitted wrongdoing. In a February 25, 2014 press release, GM said that it was “deeply sorry” and admitted that “[t]he chronology shows that the process employed to examine this phenomenon was not as robust as it should have been.” In a March 17, 2014 video message to employees, GM’s CEO Mary Barra admitted that “[s]omething went very wrong in our processes in this instance, and terrible things happened[.]” In a March 18, 2014 interview, Barra admitted that “[c]learly, this took too long.” In written testimony submitted to the House Committee on Energy and the

Commerce Subcommittee on Oversight and Investigations on March 31, 2014, Barra acknowledged that it “took years for a safety defect to be announced” and that “mistakes were made in the past.”

F. The Class Members Claims Were Not Extinguished By GM’s 2009 Bankruptcy

69. As noted above, Old GM (*i.e.*, the corporation that was formerly General Motors Corporation and is now Motors Liquidation Company) filed for bankruptcy on June 1, 2009. On July 5, 2009, the Bankruptcy Court for the Southern District of New York issued an order (the “363 Order”) approving a sale of substantially all of Old GM’s assets to New GM (*i.e.*, the company that was then Vehicle Acquisition LLC and is now General Motors LLC). This sale, which was made pursuant to section 363 of the of the Bankruptcy Code is the “363 Sale.” GM emerged from bankruptcy on July 10, 2009.

70. Plaintiffs and Class members had not yet purchased their vehicles at the time that the 363 Sale occurred. Plaintiffs and members of the Class thus had no relationship with New GM or Old GM and did not have notice of any claims (or the extinguishment of any claims) against either entity at the time of the 363 Order or plan confirmation. Moreover, at the time it filed for bankruptcy, GM was well aware of the Ignition Defect. Yet the Company concealed the Ignition Defect from—and thereby defrauded—the Bankruptcy Court, just as it did consumers.

71. New GM was subject to a continuing duty to notify the owners, purchasers, and dealers of defects related to motor vehicle safety. Under the terms of the 363 Sale Master Sales and Purchase Agreement, New GM agreed to “comply with the certification, reporting and recall requirements of the National Traffic and Motor Vehicle Safety Act, the Transportation Recall Enhancement, Accountability and Documentation Act, the

Clean Air Act, the California Health and Safety Code and similar Laws, in each case, to the extent applicable in respect of vehicles and vehicle parts manufactured or distributed by” Old GM. Thus, as noted above, New GM was required to “notify ... the owners, purchasers, and dealers of the vehicle” of any defect “related to motor vehicle safety[.]”

G. Plaintiffs And The Class Overpaid For Their Vehicles Because of GM’s Misleading Omissions

72. Plaintiffs and members of the Class overpaid for their vehicles. If GM had disclosed the existence of the Ignition Defect, Plaintiffs and Class members would not have purchased or leased the Affected Vehicles or would have paid significantly less than they did.

73. GM reaped an improper benefit from the inflated sale price of both new and used Affected Vehicles. A robust resale market is highly significant for automakers. As Chuck Stevens, the now-CFO of GM, told analysts at a Bank of America Corp. forum on March 27, 2013, GM’s lower resale values relative to rivals mean the Company spends an additional \$150 million to \$200 million annually to make its lease payments competitive. That same week, Alan Batey, a high ranking GM executive stated that “[r]esidual values, at the end of the day, are the ultimate acid test of whether the vehicle has been successful[.]” According to Batey, “[i]f you’ve got really strong residual values and you’re not having to discount heavily to hit certain lease rates, it’s great business.”

H. The Recall Does Not Make Plaintiffs Whole

74. Plaintiffs suffered an injury at the moment they purchased their vehicles at an inflated price. And GM’s promised repairs will not make Plaintiffs or Class members whole.

75. There is no guarantee that GM will be able to eliminate the risk posed by the Ignition Defect. As set forth above, GM repeatedly attempted solutions to the Ignition Defect that repeatedly failed. Class members cannot trust that this time will be any different. Indeed, GM's own website recommends that even *after* the repair is completed, customers should not use a heavy key ring and should "only utilize the key, key ring and key fob (if equipped) that came with the vehicle."

76. Moreover, the Affected Vehicles have lost resale value. As a GM employee admitted in a July 15, 2011 press release, "[r]esale value is one of the most important considerations among ... knowledgeable car buyers as it can literally save consumers thousands of dollars over the life of the vehicle[.]" And as GM admitted in its most recent Form 10-K "product recalls can harm [the Company's] reputation and cause [it] to lose customers, particularly if those recalls cause consumers to question the safety or reliability of our products." Consumers, of course, have particularly strong reason to "question the safety or reliability" of the Affected Vehicles, meaning that the demand for those vehicles has undoubtedly decreased and the resale price has declined accordingly.

V. CLASS ALLEGATIONS

77. Plaintiffs bring this action on behalf of themselves and the following Class, pursuant to Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure:

All persons in the United States who purchased or leased an Affected Vehicle (Chevrolet Cobalt, Chevrolet HHR, Pontiac Solstice, Pontiac G5, Saturn Ion, or Saturn Sky) at any time between July 10, 2009 and February 13, 2014 (the "Class Period").

78. The Class contains the following State Subclasses:

California Subclass: All Class Members who purchased or leased an Affected Vehicle in California.

Florida Subclass: All Class Members who purchased or leased an Affected Vehicle in Florida.

Massachusetts Subclass: All Class Members who purchased or leased an Affected Vehicle in Massachusetts.⁶

New Jersey Subclass: All Class Members who purchased or leased an Affected Vehicle in New Jersey.

New Mexico Subclass: All Class Members who purchased or leased an Affected Vehicle in New Mexico.

Pennsylvania Subclass: All Class Members who purchased or leased an Affected Vehicle in Pennsylvania.

Washington Subclass: All Class Members who purchased or leased an Affected Vehicle in Washington.

79. The Class excludes GM's officers and directors, current or former employees, as well as their immediate family members. Plaintiffs and the Class do not assert claims for personal injuries caused by the Ignition Defect.

80. Plaintiffs reserve the right to amend the definition of this proposed Class, including by adding additional subclasses.

81. The Class is so numerous that joinder of all members is impracticable. GM has recalled approximately 2.6 million Affected Vehicles because of the Ignition Defect. At minimum, hundreds of thousands of those vehicles were purchased or leased within the Class Period. The precise number and identity of class members can be ascertained from the records of GM and/or state governments' motor vehicle registration records.

82. There are question of fact or law common to the Class. These questions include, but are not limited to:

⁶ Concurrently with the filing of this Complaint, Phaneuf and Smith, on behalf of themselves and the Massachusetts Subclass, are sending a demand letter to GM pursuant to the requirements of the Massachusetts Consumer Protection Act, M.G.L. ch. 93A. If GM does not make a written tender of settlement within thirty days, Plaintiffs will amend to add a count for violation of M.G.L. ch. 93A.

- a. Whether the Affected Vehicles had a safety defect when Class members purchased their vehicles;
- b. Whether GM had a duty to disclose the existence of the Ignition Defect to Class members;
- c. Whether GM concealed the existence of the Ignition Defect from Class members;
- d. Whether Class members are entitled to damages;
- e. Whether Class members are entitled to injunctive and/or declaratory relief.

83. Plaintiffs' claims are typical of the Class and Plaintiff is not subject to any unique defenses.

84. Plaintiff will fairly and adequately protect the interest of the Class. Plaintiffs' interests do not conflict with the interests of the Class. Plaintiffs have retained competent counsel experienced in class action litigation of this type. Plaintiffs' counsel will fairly and adequately protect the interests of the Class.

85. Certification is appropriate under Federal Rule of Civil Procedure 23(b)(3) because questions of law or fact common to the Class predominate over any questions affecting only individual members. Certification is also appropriate under Federal Rule of Civil Procedure 23(b)(2) because GM has acted or refused to act on grounds generally applicable to the Class and, as such, final injunctive relief or corresponding declaratory relief with regard to the Class members as a whole is appropriate.

86. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Individual lawsuits are economically infeasible and procedurally impracticable. Plaintiffs know of no difficulty to be encountered in the management of this case that would preclude its maintenance as a class action.

VI. CLAIMS ALLEGED AND RELIEF SOUGHT

A. Claims Asserted By The Class

COUNT 1

Violation of Michigan Consumer Protection Act

87. Plaintiffs incorporate by reference the foregoing allegations as though fully set forth herein.

88. Plaintiffs bring this claim individually and on behalf of the other Class Members against GM.

89. Plaintiffs, members of the Class, and GM are “persons” within the meaning of M.C.L. § 445.911(3). GM was and is engaged in “trade and commerce” within the meaning of M.C.L.A. § 445.903(1).

90. Plaintiffs and other members of the Class were injured by GM’s willful and knowing employment in trade and/or commerce of unfair, unconscionable and/or deceptive acts or practices in violation of M.C.L. § 445.903 including, among other things affirmatively misrepresenting that the Affected Vehicles were safe and reliable; and uniformly failing to disclose the existence of the Ignition Defect in the Affected Vehicles.

91. As a direct and proximate result of GM’s unfair and deceptive acts and practices, Plaintiffs and members of the Class overpaid for the Affected Vehicles and have been damaged thereby.

92. Plaintiffs seek injunctive relief to enjoin GM from continuing its unfair and deceptive acts; monetary relief in the amount of the greater of (i) actual damages or (ii) statutory damages in the amount of \$250 per M.C.L.A. § 445.911(2); punitive damages for GM’s willful and conscious fraud that endangered the lives of Plaintiffs and

members of the Class; attorneys' fees; and any other just and proper relief that the Court may award.

COUNT 2
Fraud By Concealment

93. Plaintiffs incorporate by reference the foregoing allegations as though fully set forth herein.

94. Plaintiffs bring this claim individually and on behalf of the other Class Members against GM.

95. GM concealed from/failed to disclose to Plaintiffs and Class members that the Affected Vehicles had the Ignition Defect.

96. GM had a duty to disclose the Ignition Defect because (i) GM made affirmative representations about the safety and reliability of the Affected Vehicles; (ii) federal law required GM to disclose safety defects such as the Ignition Defect; (iii) GM had superior knowledge of and access to the facts regarding the Ignition Defect which it knew or should have known were both material and not known to or reasonably discoverable by Plaintiffs and members of the Class.

97. GM actively concealed the Ignition Defect with the intent to induce Plaintiffs and Class members to purchase or lease the Affected Vehicles for a higher price than the actual value of the Affected Vehicles.

98. Because of GM's fraudulent concealment, Plaintiffs and members of the Class were, in fact, unaware of the Ignition Defect when they purchased or leased the Affected Vehicles.

99. As a direct and proximate result of GM's fraudulent concealment, Plaintiffs and members of the Class overpaid for the Affected Vehicles and have been damaged thereby.

100. Plaintiffs seek injunctive relief to enjoin GM from continuing its unfair and deceptive acts; monetary relief in the amount of the greater of actual damages; punitive damages for GM's willful and conscious fraud that endangered the lives of Plaintiffs and members of the Class; and any other just and proper relief that the Court may award.

COUNT 3
Unjust Enrichment

101. Plaintiffs incorporate by reference the foregoing allegations as though fully set forth herein.

102. Plaintiffs bring this claim individually and on behalf of the other Class Members against GM.

103. GM had knowledge of the Ignition Defect, which it concealed from/failed to disclose to Plaintiffs and Members of the Class.

104. As a result of its wrongful acts and omissions, as set forth above, GM was able to sell or lease the Affected Vehicles for more than they were worth and when Affected Vehicles were sold used, the vehicles were sold at a higher resale price than they were worth, all of which allowed GM to wrongfully receive a benefit from Plaintiffs and members of the Class. It would be inequitable and unjust for GM to retain these wrongfully obtained profits.

105. Plaintiffs and members of the Class are therefore entitled to restitution in an amount to be determined at trial.

B. Claims Asserted By the Florida Subclass

COUNT 5

Violation of Florida Deceptive and Unfair Trade Practices Act, F.S. §501.201, et seq.

106. Plaintiffs incorporate by reference the foregoing allegations as though fully set forth herein.

107. The Cabrals bring this claim individually and on behalf of the other Florida Subclass Members (collectively, the “Florida Plaintiffs”) against GM.

108. The Florida Plaintiffs, and GM are “persons” within the meaning of F.S. §501.2075.

109. The Florida Plaintiffs were injured by GM’s employment in trade and commerce of unfair or deceptive acts or practices, including, among other things affirmatively misrepresenting that the Affected Vehicles were safe and reliable; and uniformly failing to disclose the existence of the Ignition Defect in the Affected Vehicles.

110. As a direct and proximate result of GM’s unfair and deceptive acts and practices, the Florida Plaintiffs overpaid for the Affected Vehicles and have been damaged thereby.

111. The Florida Plaintiffs seek injunctive relief to enjoin GM from continuing its unfair and deceptive acts; monetary relief in the amount of their actual damages; punitive damages for GM’s willful and conscious fraud that endangered the lives of Plaintiffs and members of the Class; attorneys’ fees; and any other just and proper relief that the Court may award.

C. Claims Asserted By the Washington Subclass

COUNT 6

Violation of Washington Consumer Protection Act, R.C.W. 19.86, et seq.

112. Plaintiffs incorporate by reference the foregoing allegations as though fully set forth herein.

113. Garcia brings this claim individually and on behalf of the other Washington Subclass Members (collectively, the “Washington Plaintiffs”) against GM.

114. The Washington Plaintiffs, and GM are “persons” within the meaning of RCW 19.86, et seq.

115. The Washington Plaintiffs were injured by GM’s employment in trade and commerce of unfair or deceptive acts or practices, including, among other things affirmatively misrepresenting that the Affected Vehicles were safe and reliable; and uniformly failing to disclose the existence of the Ignition Defect in the Affected Vehicles.

116. As a direct and proximate result of GM’s unfair and deceptive acts and practices, the Washington Plaintiffs overpaid for the Affected Vehicles and have been damaged thereby.

117. The Washington Plaintiffs seek injunctive relief to enjoin GM from continuing its unfair and deceptive acts; monetary relief in the amount of their actual damages; statutory damages; punitive damages for GM’s willful and conscious fraud that endangered the lives of Plaintiffs and members of the Class; attorneys’ fees; and any other just and proper relief that the Court may award.

D. Claims Asserted By the New Mexico Subclass

COUNT 7

Violation of New Mexico Unfair Trade Practices Act, N.M.S.A. § 57-12-2, *et seq.*

118. Plaintiffs incorporate by reference the foregoing allegations as though fully set forth herein.

119. Delacruz brings this claim individually and on behalf of the other New Mexico Subclass Members (collectively, the “New Mexico Plaintiffs”) against GM.

120. The New Mexico Plaintiffs, and GM are “persons” within the meaning of N.M.S.A. 57-12-2.

121. The New Mexico Plaintiffs were injured by GM’s employment in trade and commerce of unfair or deceptive acts or practices, including, among other things affirmatively misrepresenting that the Affected Vehicles were safe and reliable; and uniformly failing to disclose the existence of the Ignition Defect in the Affected Vehicles.

122. As a direct and proximate result of GM’s unfair and deceptive acts and practices, the New Mexico Plaintiffs overpaid for the Affected Vehicles and have been damaged thereby.

123. The New Mexico Plaintiffs seek injunctive relief to enjoin GM from continuing its unfair and deceptive acts; monetary relief in the amount of their actual damages; statutory damages; punitive damages for GM’s willful and conscious fraud that endangered the lives of Plaintiffs and members of the Class; attorneys’ fees; and any other just and proper relief that the Court may award.

E. Claims Asserted By the New Jersey Subclass

COUNT 8

Violation of New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8-1, et seq.

124. Plaintiffs incorporate by reference the foregoing allegations as though fully set forth herein.

125. Sileo brings this claim individually and on behalf of the other New Jersey Subclass Members (collectively, the “New Jersey Plaintiffs”) against GM.

126. The New Jersey Plaintiffs, and GM are “persons” within the meaning of N.J. Stat. Ann. § 56-8-1(d).

127. The New Jersey Plaintiffs were injured by GM’s employment in trade and commerce of unconscionable, unfair or deceptive acts or practices, including, among other things affirmatively misrepresenting that the Affected Vehicles were safe and reliable; and uniformly failing to disclose the existence of the Ignition Defect in the Affected Vehicles.

128. As a direct and proximate result of GM’s unconscionable, unfair and deceptive acts and practices, the New Jersey Plaintiffs overpaid for the Affected Vehicles and have been damaged thereby.

129. The New Jersey Plaintiffs seek injunctive relief to enjoin GM from continuing its unfair and deceptive acts; monetary relief in the amount of their actual damages; statutory damages; punitive damages for GM’s willful and conscious fraud that endangered the lives of Plaintiffs and members of the Class; attorneys’ fees; and any other just and proper relief that the Court may award.

F. Claims Asserted By the Pennsylvania Subclass

COUNT 9

Violation of Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, et seq.

130. Plaintiffs incorporate by reference the foregoing allegations as though fully set forth herein.

131. Bucci brings this claim individually and on behalf of the other Pennsylvania Subclass Members (collectively, the “Pennsylvania Plaintiffs”) against GM.

132. The Pennsylvania Plaintiffs, and GM are “persons” within the meaning of 73 P.S. § 201-2(2), et seq.

133. The Pennsylvania Plaintiffs were injured by GM’s employment in trade and commerce of unfair or deceptive acts or practices, including, among other things affirmatively misrepresenting that the Affected Vehicles were safe and reliable; and uniformly failing to disclose the existence of the Ignition Defect in the Affected Vehicles.

134. As a direct and proximate result of GM’s unfair and deceptive acts and practices, the Pennsylvania Plaintiffs overpaid for the Affected Vehicles and have been damaged thereby.

135. The Pennsylvania Plaintiffs seek injunctive relief to enjoin GM from continuing its unfair and deceptive acts; monetary relief in the amount of their actual damages; statutory damages; punitive damages for GM’s willful and conscious fraud that endangered the lives of Plaintiffs and members of the Class; attorneys’ fees; and any other just and proper relief that the Court may award.

G. Claims Asserted By the California Subclass

COUNT 10

**Violation of California Unfair Competition Law,
Cal. Bus. Prof. Code § 17200, et seq.**

136. Plaintiffs incorporate by reference the foregoing allegations as though fully set forth herein.
137. Padilla brings this claim individually and on behalf of the other California Subclass Members (collectively, the “California Plaintiffs”) against GM.
138. The California Plaintiffs, and GM are “persons” within the meaning of Cal. Bus. Prof. Code § 17201.
139. The California Plaintiffs were injured by GM’s employment in trade and commerce of unfair, unlawful, or fraudulent acts or practices, including, among other things affirmatively misrepresenting that the Affected Vehicles were safe and reliable; and uniformly failing to disclose the existence of the Ignition Defect in the Affected Vehicles.
140. As a direct and proximate result of GM’s unfair, unlawful and fraudulent acts and practices, the California Plaintiffs overpaid for the Affected Vehicles and have been damaged thereby.
141. The California Plaintiffs seek injunctive relief to enjoin GM from continuing its unfair and deceptive acts; restitution; punitive damages for GM’s willful and conscious fraud that endangered the lives of Plaintiffs and members of the Class; attorneys’ fees; and any other just and proper relief that the Court may award.


VII. JURY DEMAND

Plaintiffs demand a trial by jury on all claims so triable.

Dated: May 7, 2014

Respectfully submitted,

**FINKELSTEIN, BLANKINSHIP,
FREI-PEARSON & GARBER, LLP**

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Exhibit K

JS 44C/SDNY
REV. 4/2014

1438
CIVIL COVER SHEET

3326
2014

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet.

PLAINTIFFS
Meaghan Skillman, individually and on behalf of all others similarly situated

DEFENDANTS
General Motors, LLC and Delphi Automotive, PLC

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
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ATTORNEYS (IF KNOWN)

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)
(DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

28 U.S.C. § 1332(d): alleging that the sale of cars with defective ignition switches constituted fraudulent concealment, among other claims

Has this action, case, or proceeding, or one essentially the same been previously filed in SDNY at any time? No Yes Judge Previously Assigned

If yes, was this case Vol. Invol. Dismissed. No Yes If yes, give date _____ & Case No. _____

IS THIS AN INTERNATIONAL ARBITRATION CASE? No Yes

(PLACE AN [x] IN ONE BOX ONLY)

NATURE OF SUIT

TORTS

ACTIONS UNDER STATUTES

CONTRACT

- 110 INSURANCE
- 120 MARINE
- 130 MILLER ACT
- 140 NEGOTIABLE INSTRUMENT
- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- 151 MEDICARE ACT
- 152 RECOVERY OF DEFAULTED STUDENT LOANS (EXCL VETERANS)
- 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS
- 160 STOCKHOLDERS SUITS
- 190 OTHER CONTRACT
- 195 CONTRACT PRODUCT LIABILITY
- 196 FRANCHISE

PERSONAL INJURY

- 310 AIRPLANE
- 315 AIRPLANE PRODUCT LIABILITY
- 320 ASSAULT, LIBEL & SLANDER
- 330 FEDERAL EMPLOYERS' LIABILITY
- 340 MARINE
- 345 MARINE PRODUCT LIABILITY
- 350 MOTOR VEHICLE
- 355 MOTOR VEHICLE PRODUCT LIABILITY
- 360 OTHER PERSONAL INJURY
- 362 PERSONAL INJURY - MED MALPRACTICE

ACTIONS UNDER STATUTES

CIVIL RIGHTS

- 440 OTHER CIVIL RIGHTS (Non-Prisoner)
- 441 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ ACCOMMODATIONS
- 445 AMERICANS WITH DISABILITIES - EMPLOYMENT
- 446 AMERICANS WITH DISABILITIES -OTHER
- 448 EDUCATION

- 367 HEALTHCARE/ PHARMACEUTICAL PERSONAL INJURY/PRODUCT LIABILITY
- 365 PERSONAL INJURY PRODUCT LIABILITY
- 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

PERSONAL PROPERTY

- 370 OTHER FRAUD
- 371 TRUTH IN LENDING

- 380 OTHER PERSONAL PROPERTY DAMAGE
- 385 PROPERTY DAMAGE PRODUCT LIABILITY

PRISONER PETITIONS

- 463 ALIEN DETAINEE
- 510 MOTIONS TO VACATE SENTENCE 28 USC 2255
- 530 HABEAS CORPUS
- 535 DEATH PENALTY
- 540 MANDAMUS & OTHER

PRISONER CIVIL RIGHTS

- 550 CIVIL RIGHTS
- 555 PRISON CONDITION
- 560 CIVIL DETAINEE CONDITIONS OF CONFINEMENT

FORFEITURE/PENALTY

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- 690 OTHER

LABOR

- 710 FAIR LABOR STANDARDS ACT
- 720 LABOR/MGMT RELATIONS
- 740 RAILWAY LABOR ACT
- 751 FAMILY MEDICAL LEAVE ACT (FMLA)
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IMMIGRATION

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- 890 OTHER STATUTORY ACTIONS
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- 895 FREEDOM OF INFORMATION ACT
- 896 ARBITRATION
- 899 ADMINISTRATIVE PROCEDURE ACT/REVIEW OR APPEAL OF AGENCY DECISION
- 950 CONSTITUTIONALITY OF STATE STATUTES

Check if demanded in complaint:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DO YOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y.? IF SO, STATE:

DEMAND \$ _____ OTHER _____ JUDGE Jesse M. Furman DOCKET NUMBER 14-2458

Check YES only if demanded in complaint
JURY DEMAND: YES NO

NOTE: You must also submit at the time of filing the Statement of Relatedness form (Form IH-32).

(PLACE AN x IN ONE BOX ONLY)

ORIGIN

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from (Specify District) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judge Judgment
- a. all parties represented b. At least one party is pro se.

(PLACE AN x IN ONE BOX ONLY)

BASIS OF JURISDICTION

IF DIVERSITY, INDICATE CITIZENSHIP BELOW.

- 1 U.S. PLAINTIFF 2 U.S. DEFENDANT 3 FEDERAL QUESTION (U.S. NOT A PARTY) 4 DIVERSITY

CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)

(Place an [X] in one box for Plaintiff and one box for Defendant)

CITIZEN OF THIS STATE	PTF [] DEF []	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	PTF [] DEF []	INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	PTF [] DEF []
CITIZEN OF ANOTHER STATE	<input checked="" type="checkbox"/> 2 []	INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE	[] 4 []	FOREIGN NATION	[] 6 []

PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)

Meaghan Skillman
24654 Katherine Court, Apt. 118
Harrison Township, MI 48045
Macomb County

DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)


General Motors, LLC Delphi Automotive, PLC
300 Renaissance Center Courteney Road
Detroit, MI 48265 Hoath Way
Wayne County Gillingham, Kent ME8 0RU
United Kingdom

DEFENDANT(S) ADDRESS UNKNOWN

REPRESENTATION IS HEREBY MADE THAT, AT THIS TIME, I HAVE BEEN UNABLE, WITH REASONABLE DILIGENCE, TO ASCERTAIN RESIDENCE ADDRESSES OF THE FOLLOWING DEFENDANTS:

Check one: THIS ACTION SHOULD BE ASSIGNED TO: WHITE PLAINS MANHATTAN
(DO NOT check either box if this a PRISONER PETITION/PRISONER CIVIL RIGHTS COMPLAINT.)

DATE 5/7/2014 SIGNATURE OF ATTORNEY OF RECORD



ADMITTED TO PRACTICE IN THIS DISTRICT

[] NO
 YES (DATE ADMITTED Mo. Aug. Yr. 2013)
Attorney Bar Code # MG-1285

RECEIPT #

Magistrate Judge is to be designated by the Clerk of the Court.

Magistrate Judge _____ is so Designated.

Ruby J. Krajick, Clerk of Court by _____ Deputy Clerk, DATED _____.

UNITED STATES DISTRICT COURT (NEW YORK SOUTHERN)

FILED
U.S. DISTRICT COURT
MAY - 7 PM 3:15
S.D. OF N.Y.

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

MEAGHAN SKILLMAN,)
Individually and on Behalf of All Others)
Similarly Situated,)
Plaintiff,)
v.)
GENERAL MOTORS LLC and)
DELPHI AUTOMOTIVE PLC)
Defendants.)

Docket No.
ECF Case

CLASS ACTION COMPLAINT
JURY TRIAL DEMANDED

Plaintiff, Meaghan Skillman, individually and on behalf of all similarly situated person and the general public brings this action against Defendants General Motors, LLC (“GM”) and Delphi Automotive, PLC (“Delphi”) (collectively termed “Defendants”) and alleges as follows:

NATURE OF THE CASE

1. Over a decade ago, GM discovered ignition-switch defects in millions of its vehicles that rendered them unfit for their intended use – to provide safe, reliable transportation. These defects can cause the vehicle’s engine and electrical system to shut off mid-ride, resulting in a complete and sudden loss of power, and preventing airbags from being deployed in the case of a collision.

2. GM marketed and advertised that these vehicles, although equipped with defective ignition switches, were safe and reliable. In fact, the opposite was true. Since as early as 2001, GM knew that the defective design of the ignition switches presented serious safety issues. Rather than replacing the defective ignition switch, or notifying the National Highway Traffic Safety Administration (“NHTSA”) or the public of this danger, GM made a business decision to conceal the defects. When GM eventually began manufacturing vehicles with a corrected part, it used the same part number to avoid notice of or questions regarding the change.

3. GM fraudulently concealed these ignition defects during its 2009 chapter 11 bankruptcy, as it took billions of dollars in taxpayer money from the U.S. Government and obtained the U.S. Government's sponsorship of a plan of reorganization that salvaged the company's very existence. During the bankruptcy case, GM did not disclose the existence of the known ignition-switch defects to the Bankruptcy Court, the U.S. Government, to persons who owned or leased GM vehicles containing the defective ignition switch at that time, or to any other interested parties.

4. No longer able to conceal the existence of the ignition-switch defects, GM has now grudgingly admitted that it knew millions of its vehicles were equipped with defective ignition switches dating back to 2001 – three years earlier than it initially reported, and has instituted a recall of more than 2.6 million vehicles. GM was forced to disclose that, by its own count, these defects have caused at least 31 accidents and 13 deaths. According to the Center for Automotive Safety, NHTSA's Fatal Analysis Reporting System indicates that these defects have caused 303 deaths thus far.

5. GM's investigation of the defective ignition-switch design was, as the president of GM North America stated, "not as robust as it should have been."¹ Moreover, Delphi, the maker of the defective ignition switch, stated that it will only cost \$2 to \$5 to produce a replacement ignition switch which can be 'swapped out' in just a few minutes.²

6. As detailed herein, GM has violated federal law, various state statutes, and

¹ See Christopher Jensen, *A Call for General Motors to Fill Gaps in Safety Inquiry*, N.Y. TIMES, Mar. 5, 2014, http://www.nytimes.com/2014/03/06/automobiles/a-call-for-general-motors-to-fill-gaps-in-safety-inquiry.html?_r=0.

² Jeff Bennett, GM Now Says It Detected Ignition Switch Problem Back in 2001, WALL ST. J., Mar. 12, 2014 (10:35 p.m.), <http://online.wsj.com/news/articles/SB10001424052702304914904579435171004763740>. However, other estimates of the repair price are as low as \$0.57 per switch. See, *The GM Ignition Switch Recall: Why Did It Take So Long?: Hearing Before the H. Energy and Commerce Comm.*, 133th Cong. (2014) (statement of Rep. Diana DeGette citing 2005 GM documents).

common-law duties between 2002 and the present (the “Class Period”). Plaintiff brings this class action seeking redress and remedy from GM and Delphi on behalf of herself and other Class Members, each of whom purchased or leased one or more of the following vehicles: 2005-2010 Chevrolet Cobalt, 2006-2011 Chevrolet HHR, 2006-2010 Pontiac Solstice, 2007-2010 Pontiac G5, 2003-2007 Saturn Ion, and 2007-2010 Saturn Sky (collectively, the “Defective Vehicles”).

7. Plaintiff believes that there are additional GM vehicles that have the same or similar defects in their ignition-switch systems as the Defective Vehicles. Plaintiff will supplement the definition of Defective Vehicles to include these additional defective vehicles as they are identified.

8. The fact that GM has, to date, issued a partial recall despite knowing the insufficiency thereof underscores GM’s ongoing fraudulent concealment and fraudulent misrepresentation of the nature and extent of the defects, and makes this class action even more important to obtaining a proper remedy for Plaintiff and the other Class Members.

9. GM’s defective design, combined with GM’s past and ongoing failure to adequately warn of, or remedy, that design, and its past and ongoing fraudulent concealment and/or fraudulent misrepresentations of the full nature and extent of the defects in that design in the Defective Vehicles, has proximately caused and continues to cause Plaintiff and the Class to suffer economic damages because they purchased or leased vehicles that contain a defective and dangerous ignition switch.

10. Plaintiff and the Class have been damaged by GM’s misrepresentations, concealment, and non-disclosure.

11. Through this action, Plaintiff, individually and on behalf of the Class, seeks injunctive relief in the form of a repair to fully remedy the defects in the ignition-switch system

such that the Defective Vehicles have their economic value restored and can be operated safely, and/or damages to compensate them for the diminished value of their Defective Vehicles as a result of the defects and GM's wrongful conduct.

JURISDICTION AND VENUE

12. This court has subject-matter jurisdiction over this action under the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because members of the proposed Class are citizens of states different from Defendants' home states, and the aggregate amount in controversy exceeds \$5,000,000 exclusive of interest and costs.

13. Venue is proper in this District under 28 U.S.C. § 1391 because GM conducts substantial business in this District, has caused harm to Class Members residing in this District, and because, as a corporation, GM is deemed to reside in any judicial district in which it is subject to personal jurisdiction.

PARTIES

14. Plaintiff and Named Class Representative Meaghan Skillman is a resident of Macomb County, Michigan and a citizen of the United States. Plaintiff owns a 2005 Chevrolet Cobalt, VIN 1G1AK12F457587400, which she purchased in 2009 for her personal transportation. Although GM knew of the problems associated with the Cobalt in 2009, due to its active concealment, Plaintiff was unaware of any defects with the Cobalt's ignition switch at the time of purchase.

15. Since acquiring the Cobalt, Plaintiff has experienced the vehicle stalling while driving. While driving on the highway, Ms. Skillman bumped the key with her knee, instantly turning the key into the "off position." Without warning, the engine and electrical system

immediately shut down. GM was aware of this precise danger in 2005, if not earlier.³ Ms. Skillman was able to coast her vehicle off to the side of the highway, and later restart the car safely. Fortunately, in this instance, no one was injured, although Ms. Skillman is left with a Defective Vehicle with a greatly diminished resale value.

16. Defendant General Motors LLC is a Delaware corporation with its headquarters in Detroit, Michigan. GM is registered with the New York Department of State to conduct business in New York.

17. GM was incorporated in 2009 and on July 10, 2009, acquired substantially all assets and assumed certain liabilities of General Motors Corporation (“Old GM”) through a Section 363 sale under Chapter 11 of the U.S. Bankruptcy Code.

18. Among the liabilities and obligations expressly retained by GM after the bankruptcy are:

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

19. GM also expressly assumed:

all Liabilities arising under express written warranties of [Old GM] that are specifically identified as warranties and delivered in connection with the sale of new, certified used or pre-owned vehicles or new or remanufactured motor vehicle parts and equipment (including service parts, accessories, engines and transmissions) manufactured or sold by [Old GM] or Purchaser prior to or after the Closing and (B) all obligations under Lemon Laws.

³ *The GM Ignition Switch Recall: Why Did It Take So Long?: Hearing Before the H. Energy and Commerce Comm.*, 133th Cong. (2014), Exhibit 25 Delphi Email Chain, Subject: Force Displacement Curves SC-000084 (stating “Cobalt is blowing up in their face in regards to turning the car off with the driver’s knee”).

20. Because GM acquired and operated Old GM and ran it as a continuing business enterprise, and because GM was aware from its inception of the ignition-switch defects in the Defective Vehicles, GM is liable through successor liability for the deceptive and unfair acts and omissions of Old GM, as alleged in this Complaint.

21. Defendant Delphi is New Jersey Corporation with its principal place of business located in Gillingham, UK.

22. Upon Information and belief, Delphi manufactured the defective ignition switches. Delphi was a former subsidiary of Old GM until it spun off in 1999 and became an independent company. Upon information and belief, Delphi knew the ignition switches were defective at all relevant times and was in a position to manufacture a corrective device or otherwise fix the device for a minimal amount of money, likely from \$0.57 to \$4 per vehicle.

FACTUAL ALLEGATIONS

A. The ignition-switch defects in the Defective Vehicles

23. Given the importance that a vehicle and its electrical operating systems remain operational during ordinary driving conditions, it is imperative that a vehicle manufacturer ensure that its vehicles remain operational from the time the driver starts the vehicle until the driver intentionally shuts down the vehicle. With respect to the Defective Vehicles, GM has failed to do so.

24. In the Defective Vehicles, the ignition-switch defects can cause the car's engine and electrical system to shut off, disabling the power steering and power brakes and causing non-deployment of the vehicle's airbags in the event of a crash.

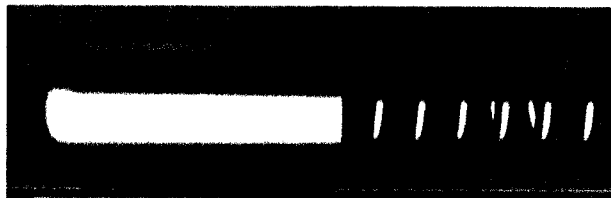
25. The Defective Vehicles are, therefore, unreasonably prone to being involved in accidents, and those accidents are unreasonably likely to result in serious bodily harm or death to

the drivers and passengers of the Defective Vehicles, as well as to other vehicle operators and pedestrians.

26. The Defective Vehicles are defective and dangerous for multiple reasons, including the following (collectively, the “ignition-switch defects”):

- (a) The ignition switches can inadvertently shut off the engine and vehicle electrical system during normal driving conditions;
- (b) When the engine and the electrical system shut down, the power steering and power brakes also shut down, creating a serious risk of accident and injury to the vehicle’s occupants, occupants of other vehicles, and pedestrians;
- (c) When the electrical system shuts down, the vehicle’s airbags are disabled, creating a serious risk of serious bodily harm or death if an accident occurs.

27. It has now been disclosed that the defects stem from a small, inexpensive part called the “detent plunger” reproduced below:



28. Upon information and belief, in the recalled vehicles, the spring on the detent plunger was both too short and too relaxed. The too-short, relaxed coil did not create enough tension to hold the key in the “run” position; thus, very little force was required to turn the ignition key. Therefore, if a key ring carried too much weight (i.e. a key fob, other keys, or a key chain) or if the key was bumped or jarred, the key could move out of the “run” position, shutting down the car’s engine and electrical system. This in turn would prevent the airbags from deploying in the event of a crash.

B. GM knew of the ignition-switch defects for years, but concealed the defects from Plaintiff and the Class

29. GM and Old GM were, at all times, under an affirmative duty to warn customers

about known defects. Under the Transportation Recall Enhancement, Accountability and Documentation Act (“TREAD Act”),⁴ and its accompanying regulations, when a manufacturer learns that a vehicle contains a safety defect, the manufacturer must promptly disclose the defects.⁵ If it is determined that the vehicle is defective, the manufacturer must notify owners, purchasers, and dealers of the Defective Vehicles and must remedy the defects.⁶ This duty existed throughout the Class Period.

30. Both Old GM and GM knew of the deadly ignition-switch defects and their dangerous consequences since as early as 2001, but concealed their knowledge from Defective Vehicle owners.

31. A number of incidents reported nationally predate GM’s recall of the Cobalt, and are most likely related to the ignition-switch defects.

32. Kelly Erin Ruddy, age twenty-one, was driving a 2005 Chevrolet Cobalt north on Interstate 81 in Plains Township, Pennsylvania on January 10, 2010, when she lost control of her car causing it to roll several times, catch fire, and eject Ms. Ruddy onto the road, killing her in the process. After the accident, GM representatives removed the black box from Ms. Ruddy’s vehicle at a Duryea scrapyards in the summer of 2010. Despite repeated attempts over the past several years to contact GM and retrieve the black box, the family has been unable to speak with anyone at GM. After the recall was announced, United States Senator Patrick Toomey (PA) wrote to GM demanding they return the vehicle’s black box to the family. On March 24, 2014, more than four years after the accident, GM finally agreed to arrange for the return of the black box so it could be determined whether the ignition system failed, causing Ms. Ruddy’s death.

⁴ 49 U. S. C. §30101-30170.

⁵ 49 U. S. C. §301188 (c)(1) & 2.

⁶ 49 U. S. C. §30118(b)(2)(A) & B.

33. Long before Ms. Ruddy's incident, on July 29, 2005, Amber Marie Rose, age sixteen, died after her 2005 Chevrolet Cobalt crashed and the airbag failed to deploy. Ms. Rose's death was the first of the hundreds deaths and injuries attributable to the ignition-switch defects. Ms. Rose's death was an early warning in what would become a decade-long failure by Old GM and GM to address the ignition-switch problem.

34. Another incident involved sixteen-year-old Megan Phillips. Ms. Phillips was driving a 2005 Chevrolet Cobalt that crashed in Wisconsin in 2006, killing two of her teenage friends when the car left the road and hit a clump of trees. NHTSA investigators found that the key had moved from the "run" to the "accessory" position, turning off the engine and disabling the vehicle's airbags before impact.

35. Rather than publicly admitting the dangerous safety defects in its vehicles, GM attempted to attribute these and other incidents to "driver error." Every year from 2005 to 2012, first Old GM and then GM received reports of deaths involving Cobalt steering and/or airbag failures, including:

- 2005: 26 Cobalt Death and Injury Incidents, including one death citing Airbag as component involved.
- 2006: 69 Cobalt Death and Injury Incidents, including two deaths citing Airbag as component involved and 4 deaths citing Unknown component.
- 2007: 87 Cobalt Death and Injury Incidents, including three deaths citing Airbag as component involved.
- 2008: 106 Cobalt Death and Injury Incidents, including one death citing Airbag as component involved and two deaths citing Unknown component.
- 2009: 133 Cobalt Death and Injury Incidents, including one death citing Airbag as component involved, one death citing Service Brake as component involved, one death citing Steering as component involved, and two deaths citing Unknown component.
- 2010: 400 Cobalt Death and Injury Incidents, including two deaths citing Airbag as component involved, 12 deaths citing steering as component involved, and one

death citing Unknown component.

- 2011: 187 Cobalt Death and Injury Incidents, including two deaths citing Airbag as component involved, two deaths citing Steering as component involved, and 1 Unknown component.
- 2012: 157 Cobalt Death and Injury Incidents, including 5 deaths citing Airbag as component involved, and 4 deaths citing Steering as component involved.

36. GM now admits that Old GM learned of the ignition-switch defects as early as 2001. During the pre-production development of the Saturn Ion, Old GM engineers learned that the ignition could inadvertently move from the “run” position to the “accessory” or “off” position. Old GM claimed that a switch design change “had resolved the problem.”⁷

37. In 2003, an internal report documented an instance in which the service technician observed a stall while driving. The service technician noted that the weight of several keys on the key ring had worn out the ignition switch. It was replaced and the matter was closed.⁸

38. According to GM’s latest chronology submitted to NHTSA pursuant to 49 C.F.R. §573.6, Old GM engineers encountered the problem again in 2004 during test drives of the Chevy Cobalt, before it went to market.

39. Old GM opened an engineering inquiry, known as a “Problem Resolution Tracking System inquiry” (“PRTS”), to investigate the issue. According to the chronology provided to NHTSA by GM, engineers pinpointed the problem and were “able to replicate this phenomenon during test drives.”

40. According to GM, the PRTS engineers “believed that low key cylinder torque effort was an issue and considered a number of potential solutions.” But after considering cost and the amount of time it would take to develop a fix, Old GM did nothing.

⁷ Danielle Ivory, *G.M. Reveals It Was Told of Ignition Defect in '01*, N.Y. TIMES (Mar. 12, 2014), http://www.nytimes.com/2014/03/13/business/gm-reveals-it-was-told-of-ignition-defect-in-01.html?_r=0.

⁸ *Id.*

41. As soon as the 2005 Cobalt hit the market, Old GM almost immediately started getting complaints about sudden loss of power incidents, “including instances in which the key moved out of the ‘run’ position when a driver inadvertently contacted the key or steering column.”⁹ Old GM opened additional PRTS inquires.

42. In another PRTS opened in May 2005, Old GM engineers again assessed the problem and proposed that GM redesign the key head from a “slotted” to a “hole” configuration.

43. After initially approving the proposed fix, Old GM reversed course and canceled the fix.¹⁰ According to Defendants’ emails obtained by multiple news outlets, the cost to complete the fix in 2005 would have cost approximately 57 cents per unit.

44. Instead of instituting this inexpensive fix, in October 2005, Old GM simply issued a Technical Service Bulletin (“TSB”) advising service technicians and GM dealers that the inadvertent turning of the key cylinder was causing the loss of the car’s electrical system.

45. Rather than disclosing the true nature of the defects and correcting them, under the TSB, Old GM gave customers who brought in their vehicle complaining about the issue “an insert for the key ring so that it goes from a ‘slot’ design to a hole design” to prevent the key ring from moving up and down in the slot. “[T]he previous key ring” was “replaced with a smaller” one; this change was supposedly able to keep the keys from hanging as low as they had in the past.¹¹ According to GM’s records, Old GM dealers provided key inserts to 474 customers who brought their vehicles into dealers for service.¹²

46. Yet there was no recall. Unsurprisingly, Old GM continued to receive complaints.

⁹ March 11, 2014 Chronology Re: Recall of 2006 Chevron HHR and Pontiac Solstice, 2003-2007 Saturn Ion, and 2007 Saturn Sky Vehicles, at 1.

¹⁰ *Id.*

¹¹ *Id.* at 1-2

¹² *Id.* at 3.

47. In 2006, Old GM approved a design change for the Cobalt's ignition switch supplied by Delphi. The new design included "the use of a new detent plunger and spring that increased torque force in the ignition switch."¹³ While new design was finally produced for model years after 2007, GM did not change the part number, and believes that some newer-model cars could have been repaired with defective older-model switches.

48. In 2007, NHTSA investigators met with Old GM to discuss its airbags, and informed Old GM of the July 2005 fatal crash involving Amber Marie Rose.

49. As described above, the airbags in Ms. Rose's 2005 Cobalt did not deploy. Data retrieved from her vehicle's diagnostic system indicated that the ignition was in the "accessory" position. Old GM investigated and tracked similar incidents.

50. By the end of 2007, by GM's own admission, Old GM knew of ten frontal collisions in which the airbag did not deploy. Plaintiff believes that Old GM actually knew of many other similar incidents involving the ignition-switch defects.

51. For the next six years, GM continued to receive complaints and investigate frontal crashes in which the airbags did not deploy. However, rather than admit any possible wrong doing, Old GM and GM both vehemently and publicly denied any culpability for accidents involving GM vehicles.

52. GM employed a harsh litigation strategy when dealing with claims brought by those harmed by its defective ignition switches. For example, "in one case, GM threatened to come after the family of an accident victim for reimbursement of legal fees if the family did not withdraw its lawsuit. In another instance, it dismissed a family [whose 23 year-old daughter died when the air bags in her Cobalt failed to deploy] with a terse, formulaic letter, saying there was

¹³ *Id.* at 2.

no basis for [their] claims.”¹⁴ In another case, Allen Ray Floyd’s family sued GM after Allen lost control of his 2006 Cobalt and died. Just two weeks before the accident, Allen’s sister had lost control of the same vehicle and had to have it towed. GM sent a letter to a family contending the suit was “frivolous,” and, according to the family’s attorney, “telling us to drop our case or else they’d come after us.”¹⁵

53. In other instances, GM simply ignored grieving families killed by its defective vehicles. “We did call GM,” said the mother of an eighteen-year-old killed when he suddenly lost control of his 2007 Cobalt, just less than a month after GM engineers met to review ignition-switch data. GM never returned their calls.¹⁶

54. According to GM, it was not until 2011 and 2012 that its examinations of switches from crashed vehicles revealed significant design differences in the torque performance of ignition switches from the 2005 Cobalts and those from the 2010 model year, the last year of the Cobalt’s production. GM again attempted to deflect any responsibility by blaming Delphi, its supplier, for the switch design.

55. In 2014, after numerous assessments and facing increasing scrutiny of its conduct and the defects in its vehicles, GM finally announced a recall for the Cobalt vehicles.

C. GM waited until 2014 to finally order a recall of the Defective Vehicles

56. After analysis by GM’s Field Performance Review Committee and the Executive Action Decision Committee (“EFADC”), the EFADC finally decided to order a recall of some of the Defective Vehicles on January 31, 2014.

¹⁴ Hilary Stout, Bill Vlasic, Danielle Ivory, and Rebecca R. Ruiz, *General Motors Misled Grieving Families on a Lethal Flaw*, N.Y. Times, Mar. 25, 2014, <http://www.nytimes.com/2014/03/25/business/carmaker-misled-grieving-families-on-a-lethal-flaw.html>.

¹⁵ *Id.*

¹⁶ *Id.*

57. On February 13, 2014, GM recalled the 2005-2007 Chevrolet Cobalts and Pontiac G5s. Then, on February 25, 2014, GM doubled the size of the recall to include the Chevrolet HHR and Pontiac Solstice for model years 2006 and 2007, the Saturn Ion for model years 2003-2007, and the Saturn Sky for model year 2007. GM again expanded its global recall on March 28, 2014, bringing the number of recalled Defective Vehicles to 2.6 million, and including all model years of the Chevrolet Cobalt and HHR, all model years of the Saturn Io and Sky, all model years of the Pontiac G5, and model years 2006-2010 of the Pontiac Solstice.

58. According to GM, dealers should replace the ignition switch, presumably with one with sufficient torque to prevent the inadvertent shut down of the ignition, power steering, power brakes, and airbags.

59. In a video message addressed to GM employees on March 17, 2014, C.E.O. Mary Barra admitted that the Company had made mistakes and needed to change its processes. According to Ms. Barra, "Something went terribly wrong in our processes in this instance, and terrible things happened." Barra continued to promise, "We will be better because of this tragic situation if we seize this opportunity."¹⁷

60. GM now faces an investigation by NHTSA, hearings in both the U.S. House and Senate, and a probe by the Department of Justice.

61. Upon information and belief, at least 2.6 million Defective Vehicles remain on the road to this day; and, on information and belief, other vehicles not-yet acknowledged by GM may also have the deadly ignition-switch defects.

D. Old GM promoted the Defective Vehicles as safe and reliable

62. On information and belief, in marketing and advertising materials, Old GM

¹⁷ Bill Vlasic and Christopher Jensen, *Something Went 'Very Wrong' at G.M., Chief Says*, N.Y. TIMES, Mar. 17, 2014, <http://www.nytimes.com/2014/03/18/business/gm-chief-barra-releases-video-on-recalls.html>.

consistently promoted the Defective Vehicles as safe and reliable.

63. For example, one Cobalt ad promised that “[s]ide curtain airbags coupled with OnStar makes every journey the safest possible to assure that you and your occupants will stay safe at all times.”

64. An ad for the 2006 Solstice promises that the vehicle “[b]rings power and defines performance.”

65. A 2003 television spot for the Saturn Ion closed with the tagline: “Specifically designed and engineered for whatever’s next.” Another 2003 spot closed with the tagline: “Saturn. People first.”

66. A 2001 print ad touting the launch of the Saturn focused on safety: “Need is where you begin. In cars, it’s about things like reliability, durability and, of course, safety. That’s where we started when developing our new line of cars. And it wasn’t until we were satisfied that we added things. . . .”

67. Old GM made these representations to boost vehicle sales and maximize profits while knowing that the ignition switches in the Defective Vehicles were defective, posing a serious risk of an accident and injury to the Defective Vehicles’ occupants and others.

68. Throughout the relevant period, Old GM possessed vastly superior knowledge and information to that of consumers – if not exclusive information – about the design and function of the ignition switches in the Defective Vehicles and the existence of the defects in those vehicles.

69. Old GM never informed consumers about the ignition-switch defects.

E. The ignition-switch defects have harmed Plaintiff and the Class

70. The ignition-switch defects have caused damage to Plaintiff and the Class.

71. A vehicle purchased, leased, or retained with serious safety defects is worth less than the equivalent vehicle leased, purchased, or retained without the defects.

72. A vehicle purchased, leased, or retained under the reasonable assumption that it is safe is worth more than a vehicle known to be subject to the unreasonable risk of catastrophic accident because of the ignition-switch defects.

73. Purchasers and lessees paid more for the Defective Vehicles, through a higher purchase price or higher lease payments, than they would have had the ignition-switch defects been disclosed. Plaintiff and the Class overpaid for their Defective Vehicles because of the concealed ignition-switch defects. Plaintiff did not receive the benefit of the bargain.

74. Purchasers and lessees paid more for the Defective Vehicles, through a higher purchase price or higher lease payments, due to the express warranty included with both the new and certified pre-owned vehicles. Plaintiff did not receive the benefit of the bargain.

75. Plaintiff and the Class are stuck with unsafe vehicles that are now worth less than they would have been but for GM's failure to disclose the ignition-switch defects.

76. GM admits to at least twelve deaths resulting from accidents linked to the ignition-switch defects in the Defective Vehicles. However, Plaintiff believes that the actual number is much higher, and that there may have been hundreds of deaths and injuries attributable to the ignition-switch defects.

77. If Old GM or GM had timely disclosed the ignition-switch defects, all Class Members' vehicles would now be worth more.

SUCCESSOR LIABILITY

78. On July 10, 2009, GM acquired substantially all assets and assumed certain liability of Old GM through a Section 363 sale under Chapter 11 of the U.S. Bankruptcy Code.

Bankruptcy does not immunize GM from liability here. Specifically, GM expressly assumed certain obligations under, *inter alia*, the TREAD Act, and is liable for its nondisclosure of the ignition-switch defects from the date of its formation on July 10, 2009, and appears to have committed bankruptcy fraud in connection with the Section 363 sale. GM also expressly assumed liability for warranty claims in the Master Sale and Purchase Agreement of June 26, 2009, and this assumption of liability includes the claims of the Class.

79. GM has successor liability for Old GM's acts and omissions in the marketing and sale of the Defective Vehicles because it has continued the business enterprise of Old GM, including, but not limited to, the following reasons:

- GM admits that it knew of the ignition system defects from the very date of its formation;
- GM has continued in the business of designing, manufacturing, and marketing vehicles, including at least some of the same vehicles as Old GM;
- GM retained the bulk of the employees of Old GM;
- GM acquired owned and leased real property of Old GM, including all machinery, equipment, tools, information technology, product inventory, and intellectual property;
- GM acquired the contracts, books, and records of Old GM; and
- GM acquired all goodwill and other intangible personal property of Old GM.

80. GM has known since 2001 that at least one of its vehicles had serious safety problems involving the defective ignition switch, while at all times advertising and promoting its GM vehicles as highly reliable and safe.

81. On numerous occasions, GM considered implementing a fix to its vehicles' ignition-switch problems and deliberately chose to ignore the problems, putting millions of American in mortal danger every time one of the GM vehicles was on the roadways.

82. Nowhere in the Sale Motion or any of Old GM's bankruptcy filings did it disclose

the defective ignition switch. Old GM also never disclosed the defective ignition switch during the extensive, multi-day hearing on the Sale Motion.

83. GM and Old GM did not report information within their knowledge to the Bankruptcy Court, federal authorities (NHTSA or the Auto Task Force of the United States Department of Treasury), or consumers, nor would a reasonable and diligent investigation have disclosed that GM and Old GM had information in their possession about the existence and dangerousness of the ignition-switch defects and opted to conceal that information until shortly before this action was filed.

84. GM and Old GM were, and GM remains, under a continuing duty to disclose to NHTSA, Plaintiff, and the Class the true character, quality, and nature of the Defective Vehicles; that these defects are based on dangerous, inadequate, and defective design and/or substandard materials; and that they will require repair, pose severe safety concerns, and diminish the value of the Defective Vehicles.

TOLLING OF THE STATUTES OF LIMITATION

85. All applicable statutes of limitation have been tolled by GM's and Delphi's knowing and active fraudulent concealments and denials of the facts alleged herein. Plaintiff and the Class did not discover, and did not know of facts that would have caused a reasonable person to suspect, that Old GM, GM, Delphi did not report information within their knowledge to federal authorities or consumers, nor would a reasonable and diligent investigation have disclosed that Old GM and GM had information in their possession about the existence and dangerousness of the defects and opted to conceal that information until shortly before this class action was filed.

86. Indeed, Old GM instructed its service shops to provide Defective Vehicle owners

with a new key ring if they complained about unintended shut down, rather than admit what Old GM knew – that the ignition switches were dangerously defective and warranted replacement with a properly-designed-and-built ignition system.

87. Old GM, GM, and Delphi were, and GM and Delphi remain, under a continuing duty to disclose to NHTSA, Plaintiff, and the Class the true character, quality, and nature of the Defective Vehicles; that these defects are based on dangerous, inadequate, and defective design and/or substandard materials; and that it will require repair, poses a severe safety concern, and diminishes the value of the Defective Vehicles.

88. Because of the active concealment by Old GM and GM, any and all limitations periods otherwise applicable to Plaintiff's claims have been tolled.

CLASS ALLEGATIONS

89. Under Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, Plaintiff brings this action on behalf of herself and a Class initially defined as follows: All persons in the United States who currently own or lease one or more of the following GM vehicles: 2005-10 Chevrolet Cobalt, 2006-11 Chevrolet HHR, 2007-10 Pontiac G5, 2006-10 Pontiac Solstice, 2003-07 Saturn Ion, and 2007-10 Saturn Sky. This list will be supplemented to include other GM vehicles that have the defective ignition switches, which inadvertently turn off the engine and vehicle electrical systems during ordinary driving conditions.

90. Included within the Class is a subclass of New York residents who own or lease Defective Vehicles (the "New York Subclass").

91. Excluded from the Class are GM, its employees, coconspirators, officers, directors, legal representatives, heirs, successors, and wholly- or partly-owned subsidiaries or affiliated companies; Class Counsel and their employees; and the judicial officers and their

immediate family members and associated court staff assigned to this case, and all persons within the third degree of relationship to any such persons. Also excluded are any individuals claiming damages from personal injuries allegedly arising from the Defective Vehicles.

92. The Defective Vehicles include at least the following models: Chevrolet Cobalt (all model years), Chevrolet HHR (all model years), Pontiac G5 (all model years), Pontiac Solstice (2006-10 model years), Saturn Ion (all model years), and Saturn Sky (all model years).

93. Plaintiff is informed and believes that Old GM manufactured and sold to consumers at least 2.6 million Defective Vehicles nationwide and hundreds-of-thousands of Defective Vehicles in the State of New York. Individual joinder of all Class or Subclass members is impracticable.

94. The Class expressly disclaims any recovery for physical injury resulting from the ignition-switch defects. But the increased risk of injury from the ignition-switch defects serves as an independent justification for the relief sought by Plaintiff and the Class.

95. The Class can be readily identified using registration records, sales records, production records, and other information kept by GM or third parties in the usual course of business and within their control.

96. Questions of law and fact are common to the Class and the Subclass and predominate over questions affecting only individual members, including the following:

- (a) Whether the Defective Vehicles suffer from ignition-switch defects;
- (b) Whether Old GM, GM, and Delphi concealed the defects;
- (c) Whether Old GM and GM misrepresented that the Defective Vehicles were safe;
- (d) Whether Old GM, GM, and Delphi engaged in fraudulent concealment;
- (e) Whether Old GM, GM, and Delphi engaged in unfair, deceptive, unlawful

and/or fraudulent acts or practices in trade or commerce by failing to disclose that the Defective Vehicles were designed, manufactured, and sold with defective ignition switches;

- (f) Whether the alleged conduct by GM and Delphi violated laws as Plaintiff alleges;
- (g) Whether Old GM's, GM's, and Delphi's unlawful, unfair and/or deceptive practices harmed Plaintiff and the members of the Class;
- (h) Whether Plaintiff and the members of the Class are entitled to declaratory, equitable, and/or injunctive relief; and
- (i) Whether, and to what extent, GM has successor liability for the acts and omissions of Old GM.

97. Plaintiff's claims are typical of the claims of the Class members, and arise from the same course of conduct by GM, Old GM, and Delphi. The relief Plaintiff seeks is typical of the relief sought for the absent Class members.

98. Plaintiff will fairly and adequately represent and protect the interests of all absent Class members. Plaintiff is represented by counsel competent and experienced in product liability, consumer protection, and class action litigation.

99. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since joinder of all the individual Class Members is impracticable. Because the damages suffered by each individual Class Member may be relatively small, the expense and burden of individual litigation would make it very difficult or impossible for individual Class Members to redress the wrongs done to each of them individually, and the burden imposed on the judicial system would be enormous.

100. The prosecution of separate actions by the individual Class Members would create a risk of inconsistent or varying adjudications for individual Class Members, which would establish incompatible standards of conduct for GM. The conduct of this action as a class action

presents far fewer management difficulties, conserves judicial resources and the parties' resources, and protects the rights of each Class Member.

101. Plaintiff is not aware of any obstacles likely to be encountered in the management of this action that would preclude its maintenance as a class action. Plaintiff anticipates providing appropriate notice to be approved by the Court after discovery into the size and nature of the Class.

CAUSES OF ACTION

COUNT I – FRAUDULENT CONCEALMENT **(On Behalf of the Nationwide Class)**

102. Plaintiff and the Class incorporate by reference each preceding and following paragraph as though fully set forth at length herein.

103. This claim is brought on behalf of the Nationwide Class.

104. GM and Delphi concealed and suppressed material facts concerning the ignition-switch defects, and GM has successor liability for the acts of concealment and oppression of Old GM as set forth above.

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

106. Defendants had a duty to disclose the ignition-switch defects because they were known and/or accessible only to Defendants who had superior knowledge and access to the facts,

and Defendants knew they were not known to nor reasonably discoverable by Plaintiff and the Class. These omitted and concealed facts were material because they directly impact the safety of the Defective Vehicles. Whether an ignition switch was designed and manufactured with appropriate safeguards is a material safety concern.

107. Defendants actively concealed and/or suppressed these material facts, in whole or in part, to protect their profits and avoid a costly recall, and they did so at the expense of Plaintiff and the Class.

108. On information and belief; GM and Delphi have still not made full and adequate disclosure and continue to defraud Plaintiff and the Class and conceal material information regarding the defects that exist in the Defective Vehicles and other GM vehicles.

109. Plaintiff and the Class were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiff's and the Class's actions were justified. Defendants were in exclusive control of the material facts and such facts were not known to the public, Plaintiff, or the Class.

110. Because of the concealment and/or suppression of the facts, Plaintiff and the Class sustained damage because they purchased and retained vehicles that are now diminished in value from what they would have been had Defendants timely disclosed the ignition-switch defects.

111. Defendants' acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiff's and the Class's rights and well-being, in order to enrich Defendants. Defendants' conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

**COUNT II – DECLARATORY JUDGMENT ACT, 28 U.S.C. § 2201, et seq., ON BEHALF
OF A RULE 23(b)(2) DECLARATORY RELIEF CLASS**

112. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

113. Declaratory relief is intended to minimize “the danger of avoidable loss and unnecessary accrual of damages.” Charles Alan Wright, Arthur R. Miller & Mary Kay Kane, *Federal Practice and Procedure* § 2751 (3d ed. 1998).

114. The Defective Vehicles are delivered by GM with a New Vehicle Limited Warranty. This Warranty warrants that the Defective Vehicles were free from defects at the time of delivery, stating: “Any defects still present at the time the vehicle is delivered to you are covered by the warranty.” The ignition-switch defects are latent defects in the Defective Vehicles that existed at the time of delivery to the owner or lessee, and any subsequent sale.

115. There is an actual controversy between GM and Plaintiff concerning: (1) whether the ignition systems of the Defective Vehicles contain a defect; (2) whether the defects are covered by the Warranty; (3) whether the time limitations of the Warranty are nullified by GM's concealment of the ignition-switch defects in the Defective Vehicles at the time of delivery to the original, or any subsequent, owner or lessee; (4) whether the recall announced by GM provides the relief available to the Class under the terms of the Warranty; and (5) whether GM is obligated to buy back the Defective Vehicles given its knowledge of the ignition-switch defects as early as 2001, prior to delivery of those Defective Vehicles to the original owners, and active ongoing concealment of that knowledge from the original and subsequent owners and lessees of the Defective Vehicles for over a decade.

116. Pursuant to 28 U.S.C. § 2201 this Court may “declare the rights and legal

relations of any interested party seeking such declaration, whether or not further relief is or could be sought.”

117. Plaintiff seeks a declaration that the Defective Vehicles included a defective ignition-switch assembly, which was known to GM prior to the delivery of those Defective Vehicles to the members of the Class. Concealment of the known ignition-switch defects at the time of sale denied the Class an opportunity to refuse delivery of the Defective Vehicle. As a result, the Class has a legal right to reject this vehicle today rather than accept the relief afforded by the limited recall announced by GM.

118. The declaratory relief requested herein will generate common answers that will settle the controversy relating to the Defective Vehicles and the alleged ignition-switch defects. There is an economy to resolving these issues as they have the potential to eliminate the need for continued and repeated litigation.

COUNT III – VIOLATION OF MAGNUSON-MOSS CONSUMER WARRANTIES ACT,
15 U.S.C. § 2301, et seq. (“MMWA”)
(On behalf of all Classes)

119. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

120. The MMWA provides a private right of action by purchasers of consumer products against manufacturers or retailers who, *inter alia*, fail to comply with the terms of written, express, and/or implied warranties. 15 U.S.C. § 2310(d)(l). As alleged above, Defendants have failed to comply with the terms of its written, express, and/or implied warranties.

121. The Defective Vehicles are consumer products, as that term is defined in 15 U.S.C. § 2301(a).

122. GM is a supplier and warrantor, as that term is defined in 15 U.S.C. § 2301(4) and

(5).

123. Plaintiff and each member of the Classes are consumers, as that term is defined in 15 U.S.C. § 2301(3).

124. As a warrantor, GM is obligated to afford the Class, as consumers, all rights and remedies available under the MMWA, regardless of privity.

125. The MMWA provides a cause of action for breach of warranty or other violations of the Act. 15 U.S.C. § 2310(d)(1). GM has breached its express warranties as alleged herein.

126. It has also breached its implied warranty of merchantability, which it cannot disclaim under the MMWA, 15 U.S.C. § 2308(a)(1), by failing to provide merchantable goods. Plaintiff has suffered damages as a result of GM's breaches of express and implied warranties as set forth herein; thus, this action lies. 15 U.S.C. § 2310(d)(1)-(2).

127. GM was on notice of the ignition-switch defects as early as 2001, yet did not undertake any opportunity to cure until 2014, nearly thirteen years later, when GM's knowledge of the ignition-switch defects was first made public. Also, once Plaintiff's representative capacity is determined, notice and opportunity to cure on behalf of the Class – through Plaintiff – can be provided under 15 U.S.C. § 2310(e).

128. GM breached its implied warranty of merchantability to Plaintiff and Class Members because the Defective Vehicles would not pass without objection in the trade, as they contained defects related to motor vehicle safety due to the ignition-switch defects.

129. GM further breached its implied warranty of merchantability to Plaintiff and Class Members because the Defective Vehicles were not adequately contained, packaged, and labeled. The directions and warnings that accompanied the Defective Vehicles did not adequately instruct Plaintiff on the proper use of the Defective Vehicles in light of the ignition-

switch defects or adequately warn Plaintiff of the dangers of improper use of the Defective Vehicles.

130. Plaintiff and the Class Members have suffered, and are entitled to recover, damages as a result of GM's breaches of warranty and violations of the MMWA.

131. Additionally, or in the alternative, the MMWA provides for "other legal and equitable" relief where there has been a breach of warranty or failure to abide by other obligations imposed by the MMWA. 15 U.S.C. § 2310(d)(1). Rescission and Revocation of Acceptance are equitable remedies available to Class Members under the MMWA.

132. Plaintiff also seeks an award of costs and expenses, including attorneys' fees, under the MMWA to prevailing consumers in connection with the commencement and prosecution of this action. 15 U.S.C. § 2310(d)(2). Plaintiff and the Class intend to seek such an award, including expert witness costs and other recoverable costs, as prevailing consumers at the conclusion of this lawsuit.

133. It was not necessary for Plaintiff and each Class Member to give GM notice of GM's breach of the implied warranty of merchantability because GM had actual notice of the ignition-switch defects. Prior to the filing of this action, GM issued a safety recall for the Defective Vehicles acknowledging the ignition-switch defects. GM admitted it had notice of the ignition-switch defects as early as 2001. At the time of the safety recall, GM also acknowledged that numerous accidents and fatalities were caused by the ignition-switch defects. In addition to the above, the filing of this action is sufficient to provide GM notice of its breaches of the implied warranty of merchantability with respect to the Defective Vehicles.

COUNT IV – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(On Behalf of All Classes)

134. Plaintiff hereby incorporates by reference the allegations contained in the

preceding paragraphs of this Complaint.

135. GM is a merchant who sold the Defective Vehicles to Plaintiff and Class Members.

136. GM impliedly warranted to Plaintiff and members of the Class that the Defective Vehicles were free of defects, and were merchantable and fit for the ordinary purpose for which such goods were sold and used.

137. As alleged herein, GM's sales of the Defective Vehicles breached this implied warranty of merchantability because the Defective Vehicles were sold with latent defects described herein as the ignition-switch defects. As such, the Defective Vehicles are defective, un-merchantable, and unfit for the ordinary, intended purpose at the time of sale. These ignition-switch defects create serious safety risks in the operation of the Defective Vehicles.

138. GM, however, marketed, promoted, and sold the Defective Vehicles as safe and free from defects.

139. GM breached its implied warranty of merchantability to Plaintiff and the Class because the Defective Vehicles would not pass without objection in the trade, as they contained the ignition-switch defects.

140. GM further breached its implied warranty of merchantability to Plaintiff and Class Members because the Defective Vehicles were not adequately contained, packaged, and labeled. The directions and warnings that accompanied the Defective Vehicles did not adequately instruct Plaintiff on the proper use of the Defective Vehicles in light of the ignition-switch defects or adequately warn Plaintiff of the dangers of improper use of the Defective Vehicles.

141. GM had knowledge of, yet concealed, these defects for over a decade. Plaintiff

provided reasonable and adequate notice to GM through its dealer network when seeking repairs on the vehicle following an accident. GM failed to cure the ignition-switch defects that existed and were known to GM, yet concealed from Plaintiff, at the time Plaintiff purchased her Defective Vehicle.

142. Defendants' purported disclaimer or exclusion of the implied warranty of merchantability in its written warranty is invalid, void, and unenforceable per Magnuson-Moss, 15 U.S.C. § 2308(a)(1). GM's warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable because they disclaimed defects known but not disclosed to consumers at or before the time of purchase.

143. Any contractual language contained in GM's written warranty that attempts to limit remedies is unconscionable, fails to conform to the requirements for limiting remedies under applicable law, causes the warranty to fail of its essential purpose, and is, thus, unconscionable, unenforceable, and/or void.

144. As a direct and proximate result of the breach of said warranty, Plaintiff and the Class suffered and will continue to suffer losses as alleged herein in an amount to be determined at trial.

145. Additionally, or in the alternative, Plaintiff and the Class seek declaratory relief relating to the ignition-switch defects alleged herein, and the opportunity to rescind the purchase agreement for the Defective Vehicle.

146. It was not necessary for Plaintiff and each Class Member to give GM notice of GM's breach of the implied warranty of merchantability because GM had actual notice of the ignition-switch defects. Prior to the filing of this action, GM issued a safety recall for the Defective Vehicles acknowledging the ignition-switch defects. GM admitted it had notice of the

ignition-switch defects as early as 2001. At the time of the safety recall, GM also acknowledged that numerous accidents and fatalities were caused by the ignition-switch defects. In addition to the above, the filing of this action is sufficient to provide GM notice of its breaches of the implied warranty of merchantability with respect to the Defective Vehicles.

COUNT V – VIOLATION OF CONSUMER PROTECTION STATUTES
(On behalf of Consumer Protection Statute Class)

147. 145. Plaintiff repeats and realleges each and every allegation contained above as if fully set forth herein.

148. 146. Defendants have engaged in unfair competition or unfair, unconscionable, deceptive, or fraudulent acts or practices with respect to the sale of the Defective Vehicles in violation of the following state consumer protection and unfair competition statutes.

149. Defendants have violated Alaska Stat. 45-50-471 *et seq.*

150. Defendants have violated Ariz. Rev. Stat. § 44-1521 *et seq.*

151. Defendants have violated Arkansas Code § 4-88-101 *et seq.*

152. Defendants have violated Cal. Civ. Code § 1770 *et seq.*, Cal. Bus. & Prof. Code § 17200 *et seq.*, and Cal. Bus. & Prof. Code § 17070.

153. Defendants have violated Colo. Rev. Stat. § 6-1-101 *et seq.*

154. Defendants have violated Conn. Gen. Stat. § 42-110A *et seq.*

155. Defendants have violated 6 Del. Code § 2513 *et seq.* and 6 Del. Code § 2532 *et seq.*

156. Defendants have violated D.C. Code Ann. § 28-3901 *et seq.*

157. Defendants have violated Florida Stat. § 501.201 *et seq.*

158. Defendants have violated Ga. Code Ann. § 10-1-370 *et seq.*

159. Defendants have violated Haw. Rev. Stat. Ann. § 481A-3.

160. Defendant has violated Idaho Code § 48-601 *et seq.*

161. Defendants have violated 815 Ill. Comp. Stat. 505/1 *et seq.* and 815 Ill. Comp. Stat. 510/1 *et seq.*
162. Defendants have violated Ind. Code § 24-5-0.5-3.
163. Defendants have violated Iowa Code § 714H.1 *et seq.*
164. Defendants have violated Kan. Stat. Ann. § 50-623 *et seq.*
165. Defendants have violated Ky. Rev. Stat. § 367.110 *et seq.*
166. Defendants have violated Me. Rev. Stat. Ann. Tit. 5 § 205-A *et seq.*
167. Defendants have violated Md. Code Com. Law § 13-101 *et seq.*
168. Defendants have violated Mass. Gen. Laws chapter 93A § 1 *et seq.*
169. Defendants have violated Mich. Comp. Laws § 445.901.
170. Defendants have violated Minn. Stat. § 325F.69 *et seq.* and Minn. Stat. § 325D.43 *et seq.*
171. Defendants have violated Mo. Ann. Stat. 407.020.
172. Defendants have violated Neb. Rev. Stat. § 87-302 and Neb. Rev. Stat. § 59-1601 *et seq.*
173. Defendants have violated Nev. Rev. Stat. § 598.0903 *et seq.*
174. Defendants have violated New Hampshire Rev. Stat. § 358-A:1 *et seq.*
175. Defendants have violated N.J. Stat. Ann. § 56:8-1 *et seq.*
176. Defendants have violated New Mexico Stat. Ann. § 57-12-1 *et seq.*
177. Defendants have violated N.Y. Gen. Bus. Law § 349 *et seq.*
178. Defendants have violated North Carolina Gen. Stat. § 75-1.1 *et seq.*
179. Defendants have violated N.D. Cent. Code § 51-15-02.
180. Defendants have violated Ohio Rev. Code Ann. § 1345.01 *et seq.* and Ohio Rev.

Code Ann. § 4165.01 *et seq.*

181. Defendants have violated Okla. Stat. Tit. 15 § 751 *et seq.* and 78 Okla. Stat. Ann. § 51 *et seq.*

182. Defendants have violated Or. Rev. Stat. § 646.605 *et seq.*

183. Defendants have violated 73 P.S. § 201-1 *et seq.*

184. Defendants have violated Rhode Island Gen. Laws § 6-13.1-1 *et seq.*

185. Defendants have violated S.D. Codified Laws § 37-24-6 *et seq.*

186. Defendants have violated Tex. Bus. & Com. Code § 17.41 *et seq.*

187. Defendants have violated Utah Code Ann. 13-11-1 *et seq.*

188. Defendants have violated Vt. Stat. Ann. Tit. 9, § 2451 *et seq.*

189. Defendants have violated Va. Code Ann. 59.1-200 *et seq.*

190. Defendants have violated Rev. Code Wash. Ann. § 19.86.010 *et seq.*

191. Defendants have violated W. Va. Code § 46A-1-101 *et seq.*

192. Defendants have violated Wisc. Stat. § 100.18 *et seq.*

193. Defendants have violated Wyo. Stat. § 45-12-105 *et seq.*

194. Defendants' misrepresentations and omissions regarding the safety and reliability of its vehicles as set forth in this Complaint were likely to deceive a reasonable consumer, and the information would be material to a reasonable consumer.

195. Defendants' intentional and purposeful acts, described above, were intended to and did cause Plaintiff and the Class to pay artificially inflated prices for the Defective Vehicles purchased in the states listed above.

196. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and Class Members have been injured in their business and property in that they paid more for their

vehicles than they otherwise would have paid in the absence of Defendants' unlawful conduct.

197. All of the wrongful conduct alleged herein occurred in the conduct of Defendants' business. Defendants' wrongful conduct is part of a pattern or generalized course of conduct that was perpetrated nationwide.

198. Plaintiff and Class Members are therefore entitled to all appropriate relief as provided for by the laws of the states listed above, including, but not limited to, actual damages, injunctive relief, attorneys' fees, and equitable relief, such as restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits which may have been obtained by Defendants as a result of its unlawful conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf all others similarly situated, respectfully requests that this Court enter a judgment against GM and Delphi in favor of Plaintiff and the Class, and grant the following relief:

A. Determine that this action may be maintained as a Class action and certify it as such under Rule 23(b)(3), or alternatively certify all issues and claims that are appropriately certified; and designate and appoint Plaintiff as Class and Subclass Representative and Plaintiff's chosen counsel as Class Counsel;

B. Declare, adjudge, and decree the conduct of GM and Delphi as alleged herein to be unlawful, unfair, and/or deceptive, and enjoin any such future conduct;

C. Award Plaintiff and Class Members actual, compensatory damages, nominal damages, and/or statutory damages, as proven at trial;

D. Alternatively, if elected by Plaintiff and the Class, permit rescission of the purchase agreement for the Defective Vehicles requiring GM's buy-back of the Defective

Vehicles;

E. Alternatively, if elected by Plaintiff and the Class, require GM to repair the defective ignition switches or provide a comparable vehicle that does not have ignition-switch defects;

F. Award Plaintiff and the Class all monies paid to Old GM because of GM's violation of the State Unfair Trade Practices and Consumer Protection Laws as set forth herein;

G. Award Plaintiff and Class Members exemplary damages in such amount as proven;

H. Award Plaintiff and Class Members their reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest; and

I. Award Plaintiff and the Class such other further and different relief as the case may require or as determined to be just, equitable, and proper by this Court.

JURY TRIAL DEMAND

Plaintiff requests a trial by jury on the legal claims, as set forth herein.

May 7, 2014

Respectfully Submitted,

/s/ 

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Brett Cebulash (BC-0044)

Kevin Landau (KL-2467)

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Attorneys for Plaintiff

Exhibit L

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. _____

JOHN W. TAYLOR, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

GENERAL MOTORS, LLC,

Defendant.

CLASS ACTION COMPLAINT

Plaintiff JOHN W. TAYLOR, individually and on behalf of all other similarly situated persons, brings this action against Defendant General Motors, LLC (“GM”).

INTRODUCTION

1. This case arises from GM’s scheme to defraud GM consumers through its failure to disclose and active concealment of a defect in certain GM cars that renders them unsafe to drive. The defect is in the cars’ ignition switch system, which is susceptible to failure during normal driving conditions. When the ignition switch system fails, the switch turns from the “run” or “on” position to either the “off” or “accessory” position, which results in a loss of power, speed control, and braking, as well as a disabling of the car’s airbags (the “Ignition Switch Defect”).

2. There are at least approximately 2.6 million GM cars that have this defect. The cars that have this defect (the “Defective Cars”) are:

- 2005-2010 Chevrolet Cobalt
- 2006-2011 Chevrolet HHR
- 2007-2010 Pontiac G5
- 2006-2010 Pontiac Solstice
- 2003-2007 Saturn Ion
- 2007-2010 Saturn Sky

3. GM's scheme has harmed Plaintiff and the Class Members and caused them actual damages. Plaintiff and the Class Members did not receive the benefit of their bargains as purchasers and lessees of the Defective Cars. Instead, they received cars that were less safe, less useful, of lower quality and less valuable than represented. Plaintiff and the Class Members contracted to purchase cars that do not unexpectedly turn off and become uncontrollable without airbag protection. However, because of the Ignition Switch Defect, they received Defective Cars that unexpectedly turn off and become uncontrollable without airbag protection. Plaintiff and the Class Members thus overpaid for their cars or made lease payments that were too high. Plaintiff and the Class Members would not have paid as much for their cars nor made as high lease payments had the Ignition Switch Defect been disclosed. As a result of the widespread publicity regarding the Ignition Switch Defect and GM's misconduct, the value of the Defective Cars has diminished. GM's offer to replace the ignition switch system does not adequately address the diminished value of the Plaintiff and the Class Members' cars.

4. Plaintiff brings this action on behalf of a Class of all persons in the United States who currently own or lease a Defective Car. Plaintiff also brings this action for a Subclass of Florida residents who own or lease a Defective Car.

JURISDICTION AND VENUE

5. This Court has diversity jurisdiction over this action under 28 U.S.C. § 1332(d) (the Class Action Fairness Act), because the amount in controversy for the Class exceeds \$5,000,000, exclusive of interest and costs, there are more than 100 class members, and members of the Class are citizens of a state different from GM.

6. This Court has personal jurisdiction over GM because GM is registered to do business in the State of Florida, maintains a registered agent in the State of Florida, and conducts substantial and ongoing business both in the State of Florida and in this District.

7. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims occurred in this District, and because GM has caused harm to Class Members residing in this District, including Plaintiff.

PARTIES

8. Plaintiff John W. Taylor is a citizen of Florida who resides in Juno Beach, Florida. Taylor owns a 2006 Chevy Cobalt, which he bought new. Taylor did not learn of the Ignition Switch Defect until in or around February 2014 at the earliest. Had GM disclosed the Ignition Switch Defect, Taylor would not have purchased his 2006 Chevy Cobalt, or would have paid less than he did, and would not have retained the car.

9. Defendant GM is a limited liability company formed under the laws of Delaware with its principal place of business in Detroit, Michigan. GM was

incorporated in 2009, and on July 10, 2009, acquired substantially all of the assets and assumed certain liabilities of General Motors Corporation (“Old GM”) through a sale under Chapter 11 of the U.S. Bankruptcy Code, pursuant to a Master Sales and Purchase Agreement (the “Agreement”).

10. Under the Agreement, GM expressly assumed the following obligation:

From and after the Closing, Purchaser [GM] shall comply with the certification, reporting and recall requirements of the National Traffic and Motor Car Act, the Transportation Recall Enhancement, Accountability and Documentation Act, the Clean Air Act, the California Health and Safety Code, and similar laws, in each case, to the extent applicable in respect of cars and cars parts manufactured or distributed by [Old GM].

11. GM also expressly assumed the following liabilities:

All Liabilities arising under express written warranties of [Old GM] that are specifically identified as warranties and delivered in connection with the sale of new, certified used or pre-owned cars or new or remanufactured motor car parts and equipment (including service parts, accessories, engines and transmissions) manufactured or sold by [Old GM] or Purchaser prior to or after the Closing and (B) all obligations under Lemon Laws.

12. GM is also liable through successor liability for the deceptive and unfair acts and omissions of Old GM, as alleged in this Complaint, because GM acquired and operated Old GM and ran it as a continuing business enterprise, utilizing substantially the same brand names, logos, plants, offices, leadership, personnel, engineers and employees. GM was aware from its inception of the Ignition Switch Defect in the Defective Cars. GM and Old GM concealed the Ignition Switch Defect from the public, regulators and the bankruptcy court.

Because GM is liable for the wrongful conduct of Old GM, there is no need to distinguish between the conduct of Old GM and GM, and this Complaint will simply refer to GM as the corporate actor when describing the relevant facts.

FACTUAL ALLEGATIONS

A. GM's Decade of Concealment.

13. In documents filed with the federal government, GM has admitted that it learned of the Ignition Switch Defect in 2001, during the pre-production development of the Saturn Ion. At that time, an internal report indicated that the car was stalling due to problems with the ignition switch, which included "low detent plunger force" in the ignition switch. The report stated that "an ignition switch design change" purportedly solved the problem, but it obviously did not.

14. GM nonetheless began manufacturing and selling the Ion in 2002 (for the 2003 model year) with the defective ignition switch systems, which were manufactured by Delphi Automotive, PLC.

15. In 2003, an internal GM inquiry documented that a service technician observed the Saturn Ion stall after the ignition had switched off while driving. The technician noticed that "[t]he owner had several keys on the key ring," and the report stated that "[t]he additional weight of the keys had worn out the ignition switch." The technician replaced the ignition switch, and the inquiry was closed without further action.

16. In 2004, three GM employees driving production Ions reported that their cars had stalled from a loose ignition switch. "The switch should be raised at

least one inch toward the wiper stalk This is a basic design flaw and should be corrected if we want repeat sales,” one engineer reported.

17. Despite these reports, after considering “lead time required, cost, and effectiveness,” GM decided to do nothing.

18. Even worse, when GM began manufacturing and selling the Chevrolet Cobalt in 2004 (for the 2005 model year), which was essentially the same car as the Saturn Ion, it installed the same ignition switch system as it installed in the Ion.

19. Soon after the Cobalt entered the market, GM began receiving complaints about incidents of cars losing engine power, including instances in which the key moved out of the “run” position when a driver inadvertently contacted the key or steering column. Engineering inquiries, known within GM as Problem Resolution Tracking System (“PRTS”) reports, were opened to assess the issue.

20. In February 2005, GM engineers concluded that the problem had two causes: “a lower torque detent in the ignition switch . . . [and the] low position of the lock module on the [steering] column.” Again, however, GM decided to do nothing.

21. On February 28, 2005, GM issued a Service Bulletin to its dealers addressing “the potential for the driver to inadvertently turn off the ignition due to low key ignition cylinder torque/effect” in 2005 Cobalts and 2005 Pontiac Pursuits, which GM stated was “more likely to occur if the driver is short and has a large heavy key chain.” The February 28, 2005 Service Bulletin directed the dealers to advise customers that “removing unessential items from their key chains” would prevent the ignition from being turned off inadvertently. Notably, GM did not

disseminate this information to its customers.

22. GM knew at that time it released the Service Bulletin that the problem was a result of design defects in the key and ignition system, and not short drivers using heavy key chains. Moreover, GM knew that the “fix” it directed dealers to offer customers was insufficient to prevent the problem with the ignition.

23. During the course of a PRTS opened in May 2005, an engineer proposed that GM redesign the key head from a “slotted” to a “hole” configuration. The slot design allowed the key chain to hang lower on the key, which placed more torque on the ignition switch when the chain was contacted or moved. The proposal was initially approved, but later cancelled by GM.

24. In June 2005, the New York Times reported that Chevrolet dealers were telling customers to lighten their key rings to prevent intermittent stalling and the loss of electrical power in their cars. The article included a statement from Alan Adler, GM’s Manager for Safety Communications, in which he reassured the public that the problem only occurred in “rare cases when a combination of factors is present,” that customers “can virtually eliminate this possibility by taking several steps, including removing nonessential material from their key rings,” and that “when [the stalling] happens, the Cobalt is still controllable” and the “engine can be restarted after shifting to neutral.”

25. These statements were false because GM’s internal documents showed that these incidents occurred when drivers were using keys with the standard key fob, and that removing non-essential items from the key ring would not “virtually

eliminate” the risk of an incident.

26. In July 2005, Amber Marie Rose, who was 16 years old, was killed when she drove her 2005 Cobalt off the road and struck a tree. Her driver’s side airbag did not deploy, even though it should have given the circumstances of the head-on crash, and the car’s ignition switch was in the “accessory/off” position at the time of the crash. GM learned of these facts in 2005 and documented them in an internal investigation file.

27. Instead of fixing the defect, in December 2005, GM issued another Service Bulletin to its dealers that reiterated much of the same deceptive message Adler delivered earlier in the year. It indicated that the possibility of the driver inadvertently turning off the ignition was more likely to occur if the driver is short and has a large or heavy key chain and recommended that drivers remove unessential items from key chains. In addition, it informed dealers that it had developed an insert for the key ring to prevent it from moving up and down in the slot, and that the key ring had been replaced with a smaller design that would not hang as low as in the past. The Service Bulletin applied to 2003-06 Saturn Ions, 2005-06 Chevrolet Cobalts, the 2006 Chevrolet HHR, and the 2006 Pontiac Solstice, all of which were equipped with the same defective ignition switch system.

28. In October 2006, GM updated its December 2005 Service Bulletin to include the 2007 Saturn Ion, the 2007 Saturn Sky, the 2007 Chevrolet Cobalt, the 2007 Chevrolet HHR, the 2007 Pontiac G5 and the 2007 Pontiac Solstice.

29. In 2006, at least two fatal accidents involving Cobalts occurred in

which the cars' data recorders indicated that the ignition switches were in the "accessory" position and the front airbags failed to deploy. GM learned of this information in 2006.

30. In 2007 and 2008, GM became aware of at least four more such fatal accidents.

31. NHTSA's Fatal Analysis Reporting System (FARS) reveals 303 deaths of front seat occupants in 2005-07 Cobalts and 2003-07 Ions where the airbag failed to deploy in non-rear impact crashes.

32. GM finally made some changes to the design of the ignition switch system in 2006 to include a new detent plunger and spring. The new switch, however, did not receive a new part number, which is considered a "cardinal sin" in the engineering community, and further concealed the defect in the switch that was installed in the Defective Cars.

33. In 2012, GM engineers studied 44 cars across a range of make and model years, and results revealed that cars tested from model years 2003 through 2007 exhibited torque performance below the original specifications established by GM. Rather than immediately notify NHTSA of the results of this study or conduct a recall, GM continued to conceal the nature of the Ignition Switch Defect.

34. In April 2013, GM hired an outside engineering consulting firm to investigate the ignition switch system. The external report concluded that ignition switches installed in early model Cobalt and Ion cars did not meet GM's torque specification. Rather than immediately notify NHTSA of the results of this report,

GM continued to conceal the nature of the Ignition Switch Defect.

35. Despite its utter disregard for public safety, GM cars have been marketed based on safety from 2002 through the present. For example, in 2005, Chevrolet emphasized on its website that “[y]our family’s safety is important to us That’s why every Chevrolet is designed with a comprehensive list of safety and security features to help give you peace of mind.” Likewise, in advertisements for Saturns, GM utilized the slogan, “Saturn. People First,” and stated that, “[i]n cars, it’s about things like reliability, durability, and of course, safety. That’s where we started when developing our new line of cars.”

B. GM Finally Discloses the Ignition Switch Defect.

36. It was not until February of 2014 – almost thirteen years after first recognizing the defect – that GM finally admitted publicly that the ignition switch system is defective and agreed to recall the Defective Cars to replace the old ignition switch with the re-designed version.

37. In a February 14, 2014 letter to NHTSA regarding the recall, GM finally acknowledged – in contrast to its prior representations to the agency – that changes were made to the ignition switches during the 2007 model year. Specifically, GM stated that on “April 26, 2006, the GM design engineer responsible for the Cobalt’s ignition switch signed a document approving changes to the ignition switch proposed by the supplier, Delphi Mechatronics.”

38. GM’s recall is too little too late. Among other problems, it does not address the location of the ignition switch system or how low the key fob hangs on

the steering column, all of which create a risk of inadvertent driver contact and an inadvertent turning of the switch.

39. Under the Transportation Recall Enhancement, Accountability and Documentation Act (“TREAD Act”), 49 U.S.C. §§ 30101, *et seq.*, and its accompanying regulations, when a manufacturer learns that a car contains a safety defect, the manufacturer must promptly disclose the defects. If it is determined that the car is defective, the manufacturer must notify car owners, purchasers and dealers of the defect and must remedy the defect. GM repeatedly violated the TREAD Act by actively concealing information about the Ignition Switch Defect for more than a decade.

40. On March 17, 2014, GM’s CEO Mary T. Barra issued an internal video to employees, wherein she admits that “[t]hese are serious developments that shouldn’t surprise anyone. After all, something went wrong with our process in this instance and terrible things happened.”

41. Throughout the relevant period, GM possessed vastly superior knowledge and information to that of consumers – if not exclusive information – about the design and function on the ignition switches in the Defective Cars and the existence of the defects in those cars.

C. Damages to Plaintiff and the Class Members.

42. The Ignition Switch Defect has caused actual damages to Plaintiff and the Class Members.

43. A car purchased, leased or retained with a serious safety defect is

worth less than the equivalent car purchased, leased or retained without the defect.

44. A car purchased, leased or retained under the reasonable assumption that it is safe is worth more than a car known to be subject to the unreasonable risk of catastrophic accident because of the Ignition Switch Defects.

45. Purchasers and lessees paid more for the Defective Cars, through a higher purchase price or higher lease payments, than they would have had the ignition switch defects been disclosed. Plaintiff and the Class Members overpaid for their Defective Cars. Because of the concealed Ignition Switch Defect, Plaintiff and the Class Members did not receive the benefit of their bargains.

46. Additionally, as a result of publicity regarding the Ignition Switch Defect and GM's misconduct, the value of the Defective Cars has diminished. GM's offer to replace the ignition switch system does not adequately address the diminished value of the Plaintiff and Class Members' cars. Plaintiff and the Class Members are stuck with unsafe cars that are now worth less than they would have been but for GM's wrongful conduct.

TOLLING OF THE STATUTES OF LIMITATION

47. All applicable statutes of limitation have been tolled by GM's knowing and active fraudulent concealment and denial of the Ignition Switch Defect. GM has been aware of the Ignition Switch Defect since at least 2001, and has concealed from Plaintiff, the Class Members, the public and the government the complete nature of the Ignition Switch Defect.

48. Plaintiff and the Class Members did not discover and could not have

discovered with reasonable diligence the facts that would have caused a reasonable person to suspect that the Ignition Switch Defect existed or that GM did not report information within its knowledge regarding the existence of a dangerous defect to federal authorities or consumers until in or around February 2014 at the earliest.

49. GM was and remains under a continuing duty to disclose to NHTSA, Plaintiff and the Class Members the true character, quality and nature of the Defective Cars. GM actively concealed the true character, quality and nature of the Defective Cars. GM is therefore estopped from relying on any statutes of limitation in this action.

CLASS ALLEGATIONS

50. Under Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, Plaintiff bring this action on behalf of themselves and a Class initially defined as follows:

All persons in the United States who currently own or lease one the following GM cars:

**2005-2010 Chevrolet Cobalt
2006-2011 Chevrolet HHR
2007-2010 Pontiac G5
2006-2010 Pontiac Solstice
2003-2007 Saturn Ion
2007-2010 Saturn Sky**

51. Included within the Class is a subclass of Florida residents who own or lease any of the above Defective Cars (the “Florida Subclass”).

52. Excluded from the Class are GM, its employees, co-conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly

owned subsidiaries or affiliated companies; class counsel and their employees; and the judicial officers and their immediate family members and associated court staff assigned to this case. Also excluded are any individuals claiming damages from personal injuries allegedly arising from the Defective Cars.

53. The Class can be readily identified using registration records, sales records, production records and other information kept by GM or third parties.

54. There are at least approximately 2.6 million Defective Cars. The number of Class Members is therefore great enough that joinder is impracticable.

55. The claims of Plaintiff are typical of the claims of the Class Members. Plaintiff and the Class Members alike purchased or leased Defective Cars and were harmed in the same way by GM's uniform misconduct.

56. Plaintiff will fairly and adequately protect the interests of the other Class Members. Plaintiff counsel has substantial experience in prosecuting class actions, including in particular class actions involving defective cars. Plaintiff and their counsel are committed to vigorously prosecuting this action, have the financial resources to do so, and do not have any interests adverse to the Class.

57. There are numerous questions of law and fact that are common to the Class and predominate over questions affecting only individual members, including the following:

- (a) Whether the Defective Cars suffer from Ignition Switch Defects;
- (b) Whether GM concealed the defects;
- (c) Whether GM misrepresented that the Defective Cars were safe;

- (d) Whether GM owed Plaintiff and Class Members a duty to disclose the Ignition Switch Defect;
- (e) Whether GM engaged in fraudulent concealment;
- (f) Whether GM engaged in unfair, deceptive, unlawful and/or fraudulent acts or practices in trade or commerce by failing to disclose that the Defective Cars were designed, manufactured and sold with defective ignition switches; and
- (g) Whether GM's unlawful, unfair and/or deceptive practices harmed Plaintiff and the members of the Class.

58. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because the joinder of all individual members of the Class is impracticable. Likewise, the damages suffered by each individual member of the Class may be small in relation to the expense and burden of individual litigation. Accordingly, it would be very difficult or impossible for individual members of the Class to redress the wrongs done to each of them individually. In addition, the burden imposed on the judicial system by individual lawsuits would be enormous.

59. The prosecution of separate actions by the individual members of the Class would also create a risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct for GM. The conduct of this action as a class action presents far fewer management difficulties, conserves judicial resources and the parties' resources, and protects the rights of each Class Member.

CAUSES OF ACTION

COUNT I

**MICHIGAN CONSUMER PROTECTION ACT
(Michigan Comp. Laws § 445, *et seq.*)**

60. Plaintiff and the Class incorporate by reference paragraphs 1-59.

61. This claim is brought on behalf of the nationwide Class.

62. Plaintiff and the Class Members are “persons” under the Michigan Consumer Protection Act (the “MCPA”), M.C.L.A. § 445.902(1)(d).

63. GM is a “person” engaged in “trade or commerce” under the MCPA, M.C.L.A. § 445.902(1)(d) & (g).

64. The MCPA prohibits any “unfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce.” M.C.L.A. § 445.903(1).

65. GM’s conduct constitutes unfair, unconscionable or deceptive methods, acts or practices in the conduct of trade or commerce. In particular, GM violated the MCPA by

a. “[f]ailing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer,” M.C.L.A. § 445.903(s);

b. “[m]aking a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is,” M.C.L.A. § 405.903(bb); and

c. “[f]ailing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner,” M.C.L.A. § 405.903(cc).

66. GM’s practices that violated the MCPA include the following:

a. GM represented that the Defective Cars had safety characteristics that they do not have;

b. GM represented that the Defective Cars were of a particular standard, quality or grade, when they are not;

c. GM knew of the Ignition Switch Defect but failed to disclose its existence or its complete nature, even though GM knew that such information was material to the transaction in light of GM’s prior representations;

d. GM failed to reveal material facts concerning the Ignition Switch Defect to Plaintiff, the Class Members, the public and the government, the omission of which would tend to mislead or deceive consumers, and which could not be reasonably known to Plaintiff, the Class Members, the public and the government;

e. GM intended for Plaintiff, the Class Members, the public, and the government to rely on its misrepresentations and omissions, so that Plaintiff and the Class Members would purchase or lease the Defective Cars; and

f. GM repeatedly violated the TREAD Act.

67. GM's acts and practices were unfair and unconscionable, because its acts and practices offend established public policy, and because the harm GM caused consumers greatly outweighs any benefits associated with its acts and practices. GM's conduct has also impaired competition within the automotive cars market and has prevented Plaintiff and the Class from making fully informed decisions about whether to lease, purchase or retain Defective Cars.

68. While GM knew of the Ignition Switch Defect by 2001 and knew that the defect caused the Defective Cars to have an unreasonable propensity to shut down and become uncontrollable, it continued to design, manufacture and market the Defective Cars until as late as 2011.

69. Plaintiff and the Class have suffered an injury, including the loss of money or property, as a result of GM's unfair, unlawful, and/or deceptive practices. Had Plaintiff and the Class known about the full extent of the Ignition Switch Defect, they would either not have purchased their cars at all or would have paid less for them, and would not have retained their Defective Cars. Plaintiff and the Class have therefore suffered a "loss" because of the violations of the MCPA complained of here.

70. All of the wrongful conduct alleged here occurred, and continues to occur, in the conduct of GM's business.

71. Plaintiff request that this Court: (a) enjoin GM from continuing its unfair, unlawful and/or deceptive practices; (b) require GM to repair Plaintiff' and Class Members' cars to completely eliminate the Ignition Switch Defect; (c) provide

to Plaintiff and each Class Member either their actual damages as the result of GM's unfair, unlawful and deceptive trade practices, or \$250 per Class member, whichever is higher; (d) award reasonable attorneys' fees; and (e) provide other appropriate relief under the MCPA.

72. Plaintiff also seeks punitive damages against GM because it carried out reprehensible conduct with willful and conscious disregard of the rights and safety of others. GM intentionally, willfully and repeatedly misrepresented the reliability and safety of the Defective Cars and continued to conceal material facts that only it knew, even while innocent victims were being killed as a result of its conduct. GM's unlawful conduct constitutes malice, oppression and fraud justifying punitive damages.

COUNT II

FRAUD BY CONCEALMENT

73. Plaintiff and the Class incorporate by reference paragraphs 1-59.

74. This claim is brought on behalf of the nationwide Class.

75. GM concealed and suppressed material facts concerning the Ignition Switch Defect.

76. GM had a duty to disclose the Ignition Switch Defect because it consistently represented that its cars were reliable and safe and proclaimed that it maintained the highest safety standards, and the defect was known and/or accessible only to GM, which had superior knowledge and access to the facts, and GM knew that the facts were not known to or reasonably discoverable by Plaintiff

and the Class. These omitted and concealed facts were material because they directly impact the safety of the Defective Cars, and GM's prior representations regarding the safety of its cars became materially misleading when GM concealed facts regarding the Ignition Switch Defect.

77. GM actively concealed and/or suppressed these material facts, in whole or in part, to induce Plaintiff and Class Members to purchase or lease the Defective Cars at high prices, and to protect its profits and avoid a costly recall, and it did so at the expense of Plaintiff and the Class.

78. Plaintiff and the Class were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiff and the Class's actions were justified.

79. Because of the concealment and/or suppression of the facts, Plaintiff and the Class sustained damages, including the difference between the actual value of that which Plaintiff and Class Members paid and what they received. The value of the Defective Cars has also been diminished by GM's wrongful conduct.

80. GM's acts were done maliciously, oppressively, deliberately, with intent to defraud and in reckless disregard of Plaintiff and the Class's rights and well-being to enrich GM. GM's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future.

COUNT III

FLORIDA DECEPTIVE & UNFAIR TRADE PRACTICES ACT (FDUTPA, Fla. Stat. § 501.201, *et seq.*)

81. Plaintiff and the Class incorporate by reference paragraphs 1-59.

82. This Count is brought on behalf of the Florida Subclass.

83. Plaintiff are “consumers” under FDUTPA, Fla. Stat. § 501.203(7).

84. GM engaged in “trade or commerce” within the meaning of FDUTPA, Fla. Stat. § 501.203(8).

85. Under the TREAD Act, 49 U.S.C. § 30101, *et seq.*, and its corresponding regulations, if a manufacturer learns that a car contains a defect and that defect is related to motor car safety, the manufacturer must disclose the defect, and must promptly notify car owners, purchasers, and dealers of the defect and remedy the defect. The TREAD Act also requires manufacturers to file various reports and notify NHTSA within days of learning of a defect.

86. GM’s failure to disclose and active concealment of the Ignition Switch Defect violated the TREAD Act, and thereby violated FDUTPA.

87. GM also violated FDUTPA by engaging in the following practices:

a. GM represented that the Defective Cars had safety characteristics that they do not have;

b. GM represented that the Defective Cars were of a particular standard, quality or grade, when they are not;

c. GM knew of the Ignition Switch Defect, but failed to disclose its existence or its complete nature, even though GM knew that such

information was material to the transaction in light of GM's prior representations;

d. GM failed to reveal material facts concerning the Ignition Switch Defect to Plaintiff, the Florida Subclass, the public, and the government, the omission of which would tend to mislead or deceive consumers, and which could not be reasonably known to Plaintiff, Class Members, the public and the government; and

e. GM intended for Plaintiff, the Florida Subclass, the public and the government to rely on its misrepresentations and omissions, so that Plaintiff and the Florida Subclass would purchase or lease the Defective Cars.

88. Plaintiff and the Florida Subclass were injured as a result of GM's misconduct. Plaintiff and the Florida Subclass overpaid for the Defective Cars and did not receive the benefit of their bargain.

89. Plaintiff seek damages and an order enjoining GM's unfair or deceptive acts or practices and an order requiring GM to completely remedy the defect in Plaintiff and the Florida Subclass Members' cars, and attorneys' fees, and any other just and proper relief available under FDUTPA.

PRAYER FOR RELIEF

Plaintiff, individually and on behalf of the Class Members, respectfully request that this Court enter a judgment against GM and grant the following relief:

A. Determine that this action may be maintained as a class action and certify it as such under Rules 23(b)(3) and or 23(b)(2), or alternatively certify all issues and claims that are appropriately certified; and designate and appoint Plaintiff as Class and Subclass Representatives and Plaintiff's chosen counsel as Class Counsel;

B. Declare the conduct of GM as alleged in this Complaint to be unlawful, unfair and/or deceptive, and enjoin any such future conduct;

C. Declare that the ignition switches in the Defective Cars are defective;

D. Declare that GM must disgorge, for the benefit of Plaintiff and the Class Members, all or part of the ill-gotten gains it received from the sale or lease of the Defective Cars;

E. Award Plaintiff and the Class Members actual and compensatory damages or, in the alternative, statutory damages in amounts to be proven at trial;

F. Alternatively, if elected by Plaintiff and the Class Members, require GM to repair the defective ignition switches;

G. Award Plaintiff and the Class Members punitive damages in an amount to be proven at trial;

H. Award Plaintiff and the Class Members their reasonable attorneys' fees and costs, and pre-judgment and post-judgment interest; and

I. Award Plaintiff and the Class Members such other relief as the Court may determine to be just, equitable or proper.

JURY TRIAL DEMAND

Plaintiff request a trial by jury on all of the legal claims alleged in this Complaint.

Respectfully Submitted,

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Exhibit M

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.

JONATHAN EMERSON,
MELINDA BARBIAUX,
CARTER BROWN DAVIS,
DAWN GARRETT,
THOMAS HICKS,
BARB LAWSON,
CARLTON MOORE, and
JANET PERKINS, individually
and on behalf of all others similarly
situated,

**CLASS ACTION
JURY TRIAL DEMANDED**

Plaintiffs,

vs.

GENERAL MOTORS LLC,
DELPHI AUTOMOTIVE PLC, and
DELPHI AUTOMOTIVE SYSTEMS, LLC,

Defendants.

CLASS ACTION COMPLAINT

Plaintiffs Jonathan Emerson, Melinda Barbiaux, Carter Brown Davis, Dawn Garrett, Thomas Hicks, Barb Lawson, Carlton Moore, and Janet Perkins (collectively “Plaintiffs”), individually and on behalf of all similarly situated persons, bring this action against Defendant General Motors, LLC (“GM”), Defendant Delphi Automotive PLC, and Defendant Delphi Automotive Systems, LLC (both Delphi Defendants collectively “Delphi”) (“GM” and “Delphi” Defendants collectively “Defendants”) for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(c), (“RICO”), asserts additional statutory and common law claims, and allege as follows:

NATURE OF THE CASE

1. This case arises from New GM's recent string of recalls (collectively "the Recall"), the culmination of GM and Delphi's scheme to defraud GM consumers through their unconscionable failure to disclose and active concealment of a defect in certain GM vehicles that renders them unsafe to drive and has killed at least 13 innocent victims and possibly hundreds more.¹

2. The defect involves the vehicles' ignition switch system, which is dangerously susceptible to failure during normal and foreseeable driving conditions (the "Ignition Switch Defect"). When the system fails, the switch turns from the "Run" (or "On") position to either the "Off" or the "accessory" position, which then results in a loss of power, speed control, and braking, as well as a disabling of the vehicle's airbags.

3. Delphi manufactured and supplied the defective ignition switches.

4. On information and belief, Delphi knew its ignition switches were defective yet it continued to manufacture and sell the defective ignition switch systems knowing they would be used in the vehicles of Plaintiffs and the Class. Congress has initiated an investigation into Delphi's role in the enterprise with both Old and New GM.

5. The vehicles that have this defect ("Defective Vehicles") are:

- 2003-2007 Saturn Ion
- 2007-2010 Saturn Sky
- 2005-2010 Pontiac G5
- 2006-2010 Pontiac Solstice
- 2005-2010 Chevrolet Cobalt

¹ Both GM and Delphi were involved in bankruptcy proceedings that are set forth in more detail below. For purposes of clarity, Plaintiffs will refer to the pre-bankruptcy Defendant entities as "Old GM" and "Old Delphi" when the distinction is appropriate. Similarly, Plaintiffs will refer to the post-bankruptcy Defendant entities as "New GM" and "New Delphi."

- 2006-2011 Chevrolet HHR

6. So far, there are approximately 2.6 million Defective Vehicles.

7. New GM, acknowledging that “[s]omething went wrong with our process in this instance and terrible things happened,” has recalled the Defective Vehicles to replace their ignition switch systems. But merely replacing the ignition switch systems will not completely solve the problem, make the Defective Vehicles safe, or restore the Defective Vehicles’ value because the design defect pervades the entire structure of the ignition switch and has destroyed the reputation of the Defective Vehicles. Specifically, the design defect also includes the location of the ignition switch, a lack of adequate protection of the ignition switch from forces of inadvertent driver contact, and the type of key that is used.

8. Plaintiffs bring this action on behalf of a Class of all persons in the United States who currently own or lease one or more Defective Vehicles.

9. In light of the recent Recall, Defendants’ scheme to defraud and gross misconduct have harmed Plaintiffs and Class Members and caused them actual damages. Plaintiffs and Class Members did not receive the benefit of their bargains as purchasers and lessees as they received vehicles that were less safe, less useful, of lower quality, and, most significantly, are now less valuable in light of the Recall. Plaintiffs and Class Members contracted to purchase or lease vehicles that do not unexpectedly turn off and become uncontrollable without airbag protection, but because of the Ignition Switch Defect, received defective vehicles that unexpectedly turn off and become uncontrollable without airbag protection. As a result of publicity regarding the Ignition Switch Defect and both Old and New GM’s misconduct, punctuated by the Recall, the value of the Defective Vehicles has diminished, and New GM’s offer to replace the ignition switch system does not adequately address the diminished value of Plaintiffs’ and Class Members’ vehicles.

JURISDICTION AND VENUE

10. This Court has diversity jurisdiction over this action under 28 U.S.C. § 1332(d) because the amount in controversy for the Class exceeds \$5,000,000, exclusive of interest and costs, there are more than 100 class members, and more than two-thirds of the Class is diverse from Defendants. This Court also has original federal question jurisdiction because Plaintiffs' first claim arises under the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(c) ("RICO") and Plaintiffs' second claim arises under the Magnuson-Moss Consumer Products Warranties Act, 15 U.S.C. § 2301, *et seq.* ("Magnuson-Moss"). The Court has supplemental jurisdiction over Plaintiffs' remaining claims pursuant to 28 U.S.C. § 1367.

11. This Court has personal jurisdiction over Defendants because Defendants conduct substantial business in this District, and some of the actions giving rise to the complaint took place in this District.

12. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims occurred in this District, and because Defendants have caused harm to Class Members residing in this District, including, but not limited to, Plaintiffs.

PARTIES

13. Plaintiff Jonathan Emerson is a resident of Fort Myers, Lee County, Florida. Plaintiff Emerson owns a 2005 Chevrolet Cobalt, which he bought used on February 16, 2008 from Stingray Chevrolet in Plant City, Florida for \$9,300.00. Plaintiff chose the Chevrolet in part because he wanted a safely designed and manufactured vehicle and he understood that Chevrolets had a reputation for being high-quality, durable, and safe vehicles. Had GM disclosed the Ignition Switch Defect, Plaintiff would not have purchased his Saturn Ion, or would have paid less than

he did, and would not have retained the vehicle only to suffer the diminished value brought on by the Recall.

14. Plaintiff Melinda Barbiaux is a resident of Pittsburgh, Pennsylvania. Plaintiff Barbiaux owns a 2003 Saturn Ion, which she bought new on September 2, 2003. Plaintiff's Saturn has had problems with the key turning and there have been times when the ignition has shut off while she was driving the vehicle. Plaintiff chose the Saturn in part because she wanted a safely designed and manufactured vehicle and she understood that Saturns had a reputation for being high-quality, durable, and safe vehicles. Had GM disclosed the Ignition Switch Defect, Plaintiff would not have purchased her Saturn Ion, or would have paid less than she did, and would not have retained the vehicle only to suffer the diminished value brought on by the Recall.

15. Plaintiff Carter Brown Davis is a resident of Marietta, Georgia. Plaintiff Davis owns a 2008 Chevrolet Cobalt, which he bought used on September 2, 2010 from Hyundai of Auburn in Auburn, Alabama. Plaintiff Davis's Chevrolet has had problems with starting and staying cranked. Plaintiff chose the Chevrolet in part because he wanted a safely designed and manufactured vehicle and he understood that Chevrolets had a reputation for being high-quality, durable, and safe vehicles. Had GM disclosed the Ignition Switch Defect, Plaintiff would not have purchased his Chevrolet Cobalt, or would have paid less than he did, and would not have retained the vehicle only to suffer the diminished value brought on by the Recall.

16. Plaintiff Dawn Garrett is a resident of Lanham, Maryland. Plaintiff Garrett owns a 2005 Chevrolet Cobalt, which she bought new on February 13, 2005 at DarCars Chevrolet in Lanham, Maryland for \$13,000.00. Plaintiff Garrett has had problems with her vehicle not starting and in fact on occasion the vehicle would go a day before it would start. Plaintiff chose the Chevrolet in part because she wanted a safely designed and manufactured vehicle and she

understood that Chevrolets had a reputation for being high-quality, durable, and safe vehicles. Had GM disclosed the Ignition Switch Defect, Plaintiff would not have purchased her Chevrolet Cobalt, or would have paid less than she did, and would not have retained the vehicle only to suffer the diminished value brought on by the Recall.

17. Plaintiff Thomas Hicks is a resident of Omaha, Nebraska. Plaintiff Hicks owns a 2008 Saturn Sky, which he bought new on November 10, 2010 from Beardmore Chevy in Bellevue, Nebraska for \$22,000.00. Plaintiff Hicks has made complaints to GM regarding his vehicle. Plaintiff chose the Saturn in part because she wanted a safely designed and manufactured vehicle and she understood that Saturns had a reputation for being high-quality, durable, and safe vehicles. Had GM disclosed the Ignition Switch Defect, Plaintiff would not have purchased his Saturn Sky, or would have paid less than he did, and would not have retained the vehicle only to suffer the diminished value brought on by the Recall.

18. Plaintiff Barb Lawson is a citizen of Somerset, Kentucky. Plaintiff Lawson owns a 2007 Chevrolet Cobalt, which she bought used on July 11, 2011 at T&T Motors/Toyota of Somerset, in Somerset, Kentucky for \$13,000.00. Plaintiff Lawson has had issues with her vehicle starting. She has contacted the dealership and was told it was not known when the parts would be available. Plaintiff Lawson's child is driving this vehicle 250 miles away from home. Plaintiff Lawson chose the Chevrolet in part because she wanted a safely designed and manufactured vehicle and she understood that Chevrolets had a reputation for being high-quality, durable, and safe vehicles. Had GM disclosed the Ignition Switch Defect, Plaintiff would not have purchased her Chevrolet Cobalt, or would have paid less than she did, and would not have retained the vehicle only to suffer the diminished value brought on by the Recall.

19. Plaintiff Carlton Moore is a resident of Mesquite, Texas. Plaintiff Moore owns a 2008 Chevrolet Cobalt, which he bought used on April 16, 2009 at Town East Ford in Mesquite, Texas for \$12,300.00. On at least one occasion, Plaintiff Moore's vehicle's steering wheel completely locked up and was immovable. Plaintiff chose the Chevrolet in part because he wanted a safely designed and manufactured vehicle and he understood that Chevrolets had a reputation for being high-quality, durable, and safe vehicles. Had GM disclosed the Ignition Switch Defect, Plaintiff would not have purchased his Chevrolet Cobalt, or would have paid less than he did, and would not have retained the vehicle only to suffer the diminished value brought on by the Recall.

20. Plaintiff Janet Perkins is a resident of Vernon, Alabama. Plaintiff Perkins owns a 2004 Chevrolet Malibu, which she bought used on June 15, 2007 in Vernon, Alabama. Plaintiff Perkins had issues with her vehicle ignition switch and replaced it at her cost. Plaintiff chose the Chevrolet in part because she wanted a safely designed and manufactured vehicle and she understood that Chevrolets had a reputation for being high-quality, durable, and safe vehicles. Had GM disclosed the Ignition Switch Defect, Plaintiff would not have purchased her Chevrolet Malibu, or would have paid less than she did, and would not have retained the vehicle only to suffer the diminished value brought on by the Recall.

21. Defendant GM is a limited liability company formed under the laws of Delaware with its principal place of business in Michigan. New GM was incorporated in 2009, and on July 10, 2009, acquired substantially all the assets and assumed certain liabilities of General Motors Corporation ("Old GM") through a Section 363 sale under Chapter 11 of the U.S. Bankruptcy Code, pursuant to a Master Sales and Purchase Agreement ("Agreement").

22. Under the Agreement, New GM expressly assumed the following obligation:

From and after the Closing, Purchaser [New GM] shall comply with the certification, reporting and recall requirements of the National Traffic and Motor Vehicle Act, the Transportation Recall Enhancement, Accountability and Documentation Act, the Clean Air Act, the California Health and Safety Code, and similar laws, in each case, to the extent applicable in respect of vehicles and vehicles parts manufactured or distributed by [Old GM].

23. New GM also expressly assumed:

All Liabilities arising under express written warranties of [Old GM] that are specifically identified as warranties and delivered in connection with the sale of new, certified used or pre-owned vehicles or new or remanufactured motor vehicle parts and equipment (including service parts, accessories, engines and transmissions) manufactured or sold by [Old GM] or Purchaser prior to or after the Closing and (B) all obligations under Lemon Laws.

24. Based on the express language of the Agreement, New GM assumed liability for the claims at issue in this lawsuit.

25. New GM is also liable through successor liability for the deceptive and unfair acts and omissions of Old GM, as alleged in this Complaint, because New GM acquired and operated Old GM and ran it as a continuing business enterprise, utilizing substantially the same brand names, logos, plants, offices, leadership, personnel, engineers, and employees, New GM was aware from its inception of the Ignition Switch Defect in the Defective Vehicles, and New GM and Old GM concealed the Ignition Switch Defect from the public, regulators, and the bankruptcy court.

26. Defendant Delphi Automotive PLC is a foreign corporation based in the United Kingdom.

27. Defendant Delphi Automotive Systems, LLC is a foreign corporation organized and formed under the laws of the State of Delaware with its principal place of business in Michigan.

28. Once a subsidiary of Old GM, Old Delphi spun-off in 1999 and became an independent publicly held corporation. Both Old and New Delphi, through their various entities, has designed, manufactured, and supplied GM with motor vehicle components, including the defective ignition switches at issue here.

29. Notwithstanding Old Delphi's 2005 bankruptcy, New Delphi is also liable through successor liability for the deceptive and unfair acts and omissions of Old Delphi, as alleged in this Complaint, because New Delphi acquired and operated Old Delphi and ran it as a continuing business enterprise, utilizing substantially the same brand names, logos, plants, offices, leadership, personnel, engineers, and employees, New Delphi was aware from its inception of the Ignition Switch Defect in the Defective Vehicles, and New Delphi and Old Delphi concealed the Ignition Switch Defect from the public, regulators, and the bankruptcy court.

FACTUAL ALLEGATIONS

A. Defendants' Decade of Concealment

30. In documents filed with the federal government, New GM has admitted that Old GM learned of the Ignition Switch Defect in 2001, during the pre-preproduction development of the Saturn Ion. At that time, an internal report indicated that the car was stalling due to problems with the ignition switch, which included "low detent plunger force" in the ignition switch. The report stated that "an ignition switch design change" solved the problem, but it obviously did not.

31. Old GM nonetheless began manufacturing and selling the Ion in 2002 (for the 2003 model year) with the defective ignition switch systems, which were manufactured by Delphi.

32. In 2003, an internal Old GM inquiry documented that a service technician observed the Saturn Ion stall after the ignition had switched off while driving. The technician noticed that “[t]he owner had several keys on the key ring,” and the report stated that “[t]he additional weight of the keys had worn out the ignition switch.” The technician replaced the ignition switch, and the inquiry was closed without further action.

33. In 2004, three Old GM employees driving production Ions reported that their cars had stalled from a loose ignition switch. “The switch should be raised at least one inch toward the wiper stalk This is a basic design flaw and should be corrected if we want repeat sales,” one engineer reported.

34. Despite these reports, after considering “lead time required, cost, and effectiveness,” Old GM decided to do nothing.

35. Even worse, when Old GM began manufacturing and selling the Chevrolet Cobalt in 2004 (for the 2005 model year), which was essentially the same car as the Saturn Ion, it installed the same ignition switch system as it installed in the Ion.

36. Soon after the Cobalt entered the market, Old GM began receiving complaints about incidents of vehicles losing engine power, including instances in which the key moved out of the “run” position when a driver inadvertently contacted the key or steering column. Engineering inquiries, known within Old GM as Problem Resolution Tracking System (“PRTS”) reports, were opened to assess the issue.

37. In February 2005, Old GM engineers concluded that the problem had two causes: “a lower torque detent in the ignition switch . . . [and the] low position of the lock module on the [steering] column.” Again, however, Old GM decided not to take action.

38. On February 28, 2005, Old GM issued a Service Bulletin to its dealers addressing “the potential for the driver to inadvertently turn off the ignition due to low key ignition cylinder torque/effect” in 2005 Cobalts and 2005 Pontiac Pursuits, which Old GM stated was “more likely to occur if the driver is short and has a large heavy key chain.” Notably, Old GM did not disseminate this information to Plaintiffs and the Class members.

39. The February 28, 2005 Service Bulletin directed the dealers to advise customers that “removing unessential items from their key chains” would prevent the ignition from being turned off inadvertently.

40. But Old GM knew at that time that the problem was a result of design defects in the key and ignition system, and not short drivers using heavy key chains. Moreover, Old GM knew that the “fix” it directed dealers to offer customers was insufficient to prevent the problem with the ignition.

41. Old GM transmitted the February 28, 2005 Service Bulletin to its dealers through the mail or wires.

42. During the course of a PRTS opened in May 2005, an engineer proposed that Old GM redesign the key head from a “slotted” to a “hole” configuration. The slot design allowed the key chain to hang lower on the key, which placed more torque on the ignition switch when the chain was contacted or moved. The proposal was initially approved, but later cancelled.

43. In June 2005, the *New York Times* reported that Chevrolet dealers were telling customers to lighten their key rings to prevent intermittent stalling and the loss of electrical

power in their cars. The article included a statement from Alan Adler, Old GM's Manager for Safety Communications, in which he reassured the public that the problem only occurred in "rare cases when a combination of factors is present," that customers "can virtually eliminate this possibility by taking several steps, including removing nonessential material from their key rings," and that "when [the stalling] happens, the Cobalt is still controllable" and the "engine can be restarted after shifting to neutral." Old GM intended Adler's statement to be disseminated to the public through the mail or wires.

44. These statements were false because Old GM's internal documents showed that these incidents occurred when drivers were using keys with the standard key fob, and that removing non-essential items from the key ring would not "virtually eliminate" the risk of an incident.

45. In 2005, Old GM's company engineers made a proposal to correct the problem with the defective ignition switches. Old GM's company officials rejected this proposal because in their view correcting the problem would cost too much and take too much time. According to Old GM, the cost of correcting these defective ignition switches was only 57 cents per vehicle.

46. In July 2005, Amber Marie Rose, who was 16-years old, was killed when she drove her 2005 Cobalt off the road and struck a tree. Her driver's side airbag did not deploy, even though it should have given the circumstances of the head-on crash, and the car's ignition switch was in the "accessory/off" position at the time of the crash. Old GM learned of these facts in 2005 and documented them in an internal investigation file.

47. Instead of fixing the defect, in December 2005, Old GM issued a service bulletin to its dealers that reiterated much of the same deceptive message Adler delivered earlier in the year. It indicated that the possibility of the driver inadvertently turning off the ignition was more

likely to occur if the driver is short and has a large or heavy key chain, and recommended that drivers remove unessential items from key chains. In addition, it informed dealers that it had developed an insert for the key ring to prevent it from moving up and down in the slot, and that the key ring had been replaced with a smaller design that would not hang as low as in the past. The service bulletin applied to 2003-06 Saturn Ions, 2005-06 Chevrolet Cobalts, the 2006 Chevrolet HHR, and the 2006 Pontiac Solstice, all of which were equipped with the same defective ignition switch system. Old GM issued the December 2005 Service Bulletin to its dealers through the mail or wires.

48. In April 2006, Old GM approved a design change for the ignition switch in the Class Models. According to Delphi, pre-approval testing indicated a “significant increase in torque performance,” however, the performance was still below GM’s original specifications for the part. These modified ignitions began to be placed in 2007 model year vehicles for the Class Models. However, as GM has acknowledged, the modified ignition switch had the same part number as the original, defective switch.

49. In October 2006, a Wisconsin driver is killed during a crash driving a 2005 Chevrolet Cobalt.

50. In October 2006, Old GM updated its December 2005 Service bulletin to include the 2007 Saturn Ion, the 2007 Saturn Sky, the 2007 Chevrolet Cobalt, the 2007 Chevrolet HHR, the 2007 Pontiac G5, and the 2007 Pontiac Solstice. Old GM issued this update to its dealers through the mail or wires.

51. In 2006, at least two fatal accidents involving Cobalts occurred in which the cars’ data recorders indicated that the ignition switches were in the “accessory” position and the front airbags failed to deploy. Old GM learned of this information in 2006.

52. In 2007 and 2008, Old GM became aware of at least four more such fatal accidents.

53. In March 2007, Old GM is informed of safety issues regarding Amber Rose's accident by the NHTSA; however, no formal investigation is opened. Old GM does begin to track front impact crashes involving Chevrolet Cobalts where the air bags failed to deploy. By the close of 2007, Old GM had identified 10 of these incidents and in 4 cases had noted that the ignition had switched to the accessory position.

54. In April 2007, the NHTSA investigation reports on the October 2006 Wisconsin crash that the airbags did not deploy possibly due to "power loss due to the movement of the ignition switch just prior to impact." The vehicle's event data recorder indicated that the power status of the ignition was "accessory" at the time of impact.

55. In September 2007, an NHTSA official contacted the agency's Office of Defects Investigation ("ODI") to recommend a probe into the failure of the Chevrolet Cobalts and Saturn Ions to deploy their airbags in crashes. This recommendation was prompted by 29 complaints, 4 fatal crashes, and 14 field reports.

56. In November 2007, lacking Old GM's knowledge that there was a defective ignition switch in these vehicles, the ODI declined to pursue further investigation of these claims.

57. In April 2009, a 2005 Chevrolet Cobalt crashed in Pennsylvania. The NHTSA investigated the crash and determined that the airbags failed to deploy upon impact. The investigation also found that the vehicle was in the "Accessory" mode at the time of the crash.

58. In February 2010, the NHTSA again recommended that the ODI begin a probe looking into problems with air bags found in Chevrolet Cobalts. However, lacking GM's

knowledge of the defective ignition switch and the associated problems with that switch, the ODI declined to investigate.

59. NHTSA's Fatal Analysis Reporting System (FARS) reveals 303 deaths of front seat occupants in 2005-07 Cobalts and 2003-07 Ions where the airbag failed to deploy in non-rear impact crashes.

60. In May 2012, New GM engineers studied 44 vehicles across a range of make and model years, and results revealed that vehicles tested from model years 2003 through 2007 exhibited torque performance below the original specifications established by GM. Rather than immediately notify NHTSA of the results of this study or conduct a recall, New GM continued to conceal the nature of the Ignition Switch Defect.

61. In September 2012, New GM assigned a special engineer to examine the changes between the 2007 and 2008 Chevrolet Cobalt models following reported crashes where the airbags failed to deploy and the ignition switch was found in the "off" or "accessory" position.

62. In October 2012, GM Engineer Ray DeGiorgio sent an email to Brian Stouffer of GM regarding the "2005-7 Cobalt and Ignition Switch Effort," stating, "If we replaced switches on ALL the model years, i.e., 2005, 2006, 2007 the piece price would be about \$10.00 per switch. This cost is based on volume of 1.5 units total." This email makes clear that New GM considered implementing a recall to fix the Defective Ignition Switches, but decided against it to save money.

63. In April 2013, New GM hired an outside engineering consulting firm to investigate the ignition switch system. The external report concluded that ignition switches installed in early model Cobalt and Ion vehicles did not meet GM's torque specification. Rather than immediately notify NHTSA of the results of this report, New GM continued to conceal the

nature of the Ignition Switch Defect. In fact, in April and May of 2013, two New GM employees — Brian Stouffer and Ray DeGiorgio — downplayed or outright denied the existence of any Ignition Switch Defect in depositions in the personal injury action of *Melton v. General Motors*.

64. In October 2013, Delphi delivered documentation to New GM confirming that a change to the ignition switch in the Cobalt and other vehicles was made in April 2006.

65. Brian Stouffer, in an email to Delphi regarding the ignition switch in the Chevy Cobalt, acknowledged that the ignition switch in early Cobalt vehicles was different than the switch in later Cobalt vehicles notwithstanding the fact that both switches had the same part number. Delphi responded that Old GM authorized the change in 2006 but the part number remained the same.

B. GM Finally Discloses the Ignition Switch Defect

66. It was not until February of 2014 — almost thirteen years after first recognizing the defect — that New GM finally admitted publicly that the ignition switch system is defective and agreed to recall the Defective Vehicles to replace the old ignition switch with the re-designed version.

67. In a February 14, 2014 letter to the NHTSA regarding the Recall, New GM finally acknowledged — in contrast to its prior representations to the agency — that changes were made to the ignition switches during the 2007 model year. Specifically, New GM stated that on “April 26, 2006, the GM design engineer responsible for the Cobalt’s ignition switch signed a document approving changes to the ignition switch proposed by the supplier, Delphi Mechatronics.” The GM design engineer referenced was Ray DeGiorgio.

68. On March 17, 2014, New GM’s CEO Mary T. Barra issued an internal video to employees, wherein she admits that “[t]hese are serious developments that shouldn’t surprise anyone. After all, something went wrong with our process in this instance and terrible things happened.”²

69. On April 2, 2014, Barra testified under oath before Congress. During questioning, Barra admitted that the decision to not issue a recall on these vehicles was due to costs. Barra admitted that at the time these decisions were made, GM was operating under a “cost culture.” She has been with GM for thirty-three years as a key executive with both Old and New GM. Before becoming CEO, she held numerous high-ranking engineering positions, including Executive Director of Manufacturing Engineering in 2005, Executive Director of Vehicle Manufacturing Engineering from 2005 to 2008, Vice President of Global Manufacturing from 2008 to 2009, and Executive Vice President of Global Product Development up until her appointment as CEO in January 2014.

70. Despite the utter disregard for public safety, both Old and New GM vehicles have been marketed based on safety from 2002 through the present. For example, in 2005, Chevrolet emphasized on its website that “[y]our family’s safety is important to us That’s why every Chevrolet is designed with a comprehensive list of safety and security features to help give you peace of mind.” Likewise, in advertisements for Saturns, GM utilized the slogan, “Saturn. People First,” and stated that, “[i]n cars, it’s about things like reliability, durability, and of course, safety. That’s where we started when developing our new line of cars.”

² The Ignition Switch Defect is not the only example of GM’s misconduct when it comes to concealing defects. Recent reports indicate that GM “waited years to recall nearly 335,000 Saturn Ions for power steering failures despite getting thousands of consumer complaints and more than 30,000 warranty repair claims.” This *other* defect — the power steering defect — can cause the affected vehicle to lose power steering, making turning the vehicle much more difficult. Complaints filed with the NHTSA reveal incidents in which 2004 Saturn Ion steering wheels locked, causing the affected vehicles to crash into a tree or get pulled into oncoming traffic. New GM has admitted that it didn’t do enough to take care of the power steering problem.

71. While New GM has publicly stated that the Ignition Switch Defect has been linked to thirty-one frontal crashes and thirteen deaths, others have reported that the actual number of deaths or serious injuries is in the hundreds.

72. Despite having knowledge of the Ignition Switch Defect, both Old and New GM delayed the Recall to maximize profits, placing millions of people in danger.

73. New GM's Recall is insufficient because it does not address the location of the ignition switch system or how low the key fob hangs on the steering column, all of which create a risk of inadvertent driver contact and an inadvertent turning of the switch. The Recall also fails to account for the permanent loss of value of (and reputation to) the Defective Vehicles.

74. Under the Transportation Recall Enhancement, Accountability and Documentation Act ("TREAD Act"), 49 U.S.C. §§ 30101-30170, and its accompanying regulations, when a manufacturer learns that a vehicle contains a safety defect, the manufacturer must promptly disclose the defect. If it is determined that the vehicle is defective, the manufacturer must notify vehicle owners, purchasers, and dealers of the defect and must remedy the defect. Both Old and New GM repeatedly violated the TREAD Act by actively concealing information about the Ignition Switch Defect for more than a decade.

75. Throughout the relevant period, both Old and New GM possessed vastly superior knowledge and information to that of consumers — if not exclusive information — about the design and function on the ignition switches in the Defective Vehicles and the existence of the defects in those vehicles.

76. The Ignition Switch Defect has caused actual damages to Plaintiffs and the Class.

77. A vehicle purchased, leased, or retained with a known serious safety defect is worth less than the equivalent vehicle leased, purchased or retained without the known defect.

78. A vehicle purchased, leased, or retained under the reasonable assumption that it is safe is worth more than a vehicle known to be subject to the unreasonable risk of catastrophic accident because of the ignition switch defects.

79. As a result of publicity regarding the Ignition Switch Defect and GM's misconduct, punctuated by the Recall, the value of the Defective Vehicles has diminished, and New GM's offer to replace the ignition switch system does not adequately address the diminished value of Plaintiffs' and Class Members' vehicles. Plaintiffs and the Class are stuck with unsafe vehicles that are now worth less than they would have been but for Old and New GM's wrongful conduct.

STATUTES OF LIMITATION

80. There are no applicable statutes of limitations because the claims of Plaintiffs and the Class did not accrue until the Recall, the instant the value of the Defective Vehicles diminished.

81. Alternatively, any applicable statutes of limitation have been tolled by Defendants' knowing and active fraudulent concealment and denial of the Ignition Switch Defect. On information and belief, Defendants have been aware of the Ignition Switch Defect since at least 2001, and have concealed from Plaintiffs, the Class, the public, and the government the complete nature of the Ignition Switch Defect.

82. Even now, after the Defective Vehicles have been recalled, Defendants continue to engage in their scheme to defraud by downplaying the significance, danger, and nature of the Ignition Switch Defect.

83. Plaintiffs and the Class did not discover and could not have discovered with reasonable diligence the facts that would have caused a reasonable person to suspect that the Ignition Switch Defect existed or that Defendants did not report information within their

knowledge regarding the existence of a dangerous defect to federal authorities or consumers until shortly before this class action was filed.

84. Defendants actively concealed the true character, quality, and nature of the Defective Vehicles. Plaintiffs and the Class relied on Defendants' active concealment of these facts. Moreover, GM was and remains under a continuing duty to disclose to NHTSA, Plaintiffs, and the Class the true character, quality, and nature of the Defective Vehicles. Defendants are therefore estopped from relying on any statutes of limitation in this action.

CLASS ALLEGATIONS

85. Under Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, Plaintiffs brings this action on behalf of herself and a Class initially defined as follows:

All persons in the United States who currently own or lease one or more of the following GM vehicles: 2003-07 Saturn Ion; 2005-10 Chevrolet Cobalt; 2005-10 Pontiac G5; 2006-11 Chevrolet HHR; 2006-10 Pontiac Solstice; and 2007-10 Saturn Sky (the "Defective Vehicles").

86. Excluded from the Class are GM, its employees, co-conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies; class counsel and their employees; and the judicial officers and their immediate family members and associated court staff assigned to this case. Also excluded from the Class are Delphi, its employees, co-conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies; class counsel and their employees. Also excluded are any individuals claiming damages from personal injuries allegedly arising from the Defective Vehicles.

87. The Class can be readily identified using registration records, sales records, production records, and other information kept by GM or third parties in the usual course of business and within their control.

88. As there are approximately 2.6 million Defective Vehicles, the number of Class Members is great enough that joinder is impracticable.

89. The claims of Plaintiffs are typical of the claims of the Class, as Plaintiffs and Class Members alike purchased or leased Defective Vehicles and were harmed in the same way by Defendants' uniform misconduct.

90. Plaintiffs will fairly and adequately protect the interests of the other members of the Class. Plaintiffs' counsel has substantial experience in prosecuting class actions. Plaintiffs and his counsel are committed to vigorously prosecuting this action, have the financial resources to do so, and do not have any interests adverse to the Class.

91. There are numerous questions of law and fact that are common to the Class and predominate over questions affecting only individual members, including the following:

- (a) Whether Defendants, as part of a racketeering scheme to defraud, concealed information about the dangerous and defective condition of the relevant vehicles from Plaintiffs and the Class;
- (b) Whether Defendants, through their RICO Enterprise, as described below, used the mail or wires in furtherance of their scheme to defraud;
- (c) Whether the Defective Vehicles suffer from Ignition Switch Defects;
- (d) Whether Defendants concealed the defects;
- (e) Whether Defendants misrepresented that the Defective Vehicles were safe;
- (f) Whether Defendants owed Plaintiffs and the Class a duty to disclose the Ignition Switch Defect;
- (g) Whether Defendants engaged in fraudulent concealment;

(h) Whether Defendants engaged in unfair, deceptive, unlawful or fraudulent acts or practices in trade or commerce by failing to disclose that the Defective Vehicles were designed, manufactured, and sold with defective ignition switches; and

(i) Whether Defendants' unlawful, unfair or deceptive practices harmed Plaintiffs and the Class.

92. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since joinder of all the individual Class members is impracticable. Likewise, because the damages suffered by each individual Class member may be relatively small, the expense and burden of individual litigation would make it very difficult or impossible for individual Class members to redress the wrongs done to each of them individually, and the burden imposed on the judicial system would be enormous.

93. The prosecution of separate actions by the individual Class members would also create a risk of inconsistent or varying adjudications for individual Class members, which would establish incompatible standards of conduct for Defendants. The conduct of this action as a class action presents far fewer management difficulties, conserves judicial resources and the parties' resources, and protects the rights of each Class member.

COUNT I

VIOLATION OF RACKETEER INFLUENCED & CORRUPT ORGANIZATIONS ACT

(18 U.S.C. § 1962(c))

(Against Defendants on behalf of the Class)

94. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth at length herein.

95. Defendants violated 18 U.S.C. § 1962(c) by participating in or conducting the affairs of the "RICO Enterprise" through a "pattern of racketeering activity."

96. At all times relevant, Old GM, New GM, Old Delphi, New Delphi, their associates-in-fact, Plaintiffs, and the Class members were and are each a “person,” as that term is defined in 18 U.S.C. § 1961(3).

97. At all times relevant, Plaintiffs and each Class member were and are a “person injured in his or her business or property by reason of a violation of RICO within the meaning of 18 U.S.C. § 1964(c).

98. At all times relevant, Defendants were and are a “person” who participated in or conducted the affairs of the RICO Enterprise through the pattern of racketeering activity described below. While Defendants participated in the RICO Enterprise, they have an existence separate and distinct from the Enterprise. Further, the RICO Enterprise is separate and distinct from the pattern of racketeering activity in which Defendants have engaged and are engaging.

99. At all times relevant, Defendants were associated with, operated, or controlled the RICO Enterprise, and participated in the operation and management of the affairs of the RICO Enterprise, through a variety of actions described herein. Defendants’ participation in the RICO Enterprise was necessary for the successful operation of their scheme to defraud.

The RICO Enterprise

100. Section 1961(4) of RICO defines an “enterprise” as “any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals associated in fact although not a legal entity.”

101. The following persons, and others presently unknown, have been members of and constitute the “enterprise” within the meaning of RICO, which are referred to herein collectively as the RICO Enterprise:

- a. Defendant General Motors, LLC;

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

c. Defendants Delphi Automotive PLC and Delphi Automotive Systems, LLC, who, at all times material, manufactured and supplied the defective ignition switch system for GM, even though they knew that the system did not meet GM's own design specifications. Delphi also manufactured and supplied the ignition switch system after the 2007 change implemented by GM without reflecting a corresponding change in part number;

d. GM's Dealers, who GM instructed to present false and misleading information to Plaintiffs and other members of the Class, through, *inter alia*, multiple Service Bulletins, and who did in fact present such false and misleading information.

102. The RICO Enterprise of Old GM, New GM, GM's officers, executives, and engineers, Old Delphi, New Delphi, and GM's dealers, which engaged in, and whose activities affected interstate and foreign commerce, is an association-in-fact within the meaning of 18 U.S.C. § 1961(4) and consists of "persons" associated together for the common purpose of employing the multiple deceptive, abusive and fraudulent acts described herein. The RICO Enterprise is an ongoing organization with an ascertainable structure, and a framework for making and carrying out decisions, that functions as a continuing unit with established duties,

and that is separate and distinct from the pattern of racketeering activity in which Defendants have engaged and are engaging. The RICO Enterprise was and is used as a tool to effectuate the pattern of racketeering activity.

103. The members of the RICO Enterprise all had a common purpose: to increase and maximize Defendants' revenues by deceiving Plaintiffs and other Class members into purchasing dangerous and defective vehicles, and actively concealing the Ignition Switch Defect from Plaintiffs and the other Class members. The members of the RICO Enterprise shared the bounty of their enterprise, *e.g.*, by sharing the benefit derived from increased sales revenue generated by the scheme to defraud. Each member of the RICO Enterprise benefited from the common purpose of the scheme to defraud: both Old and New GM sold or leased more vehicles with the Ignition Switch Defect, both Old and New Delphi sold more of the defective ignition switches, and GM's dealers sold and serviced more vehicles with the Ignition Switch Defect.

104. Defendants conducted and participated in the affairs of this RICO Enterprise through a pattern of racketeering activity that lasted more than a decade, and that consisted of numerous and repeated violations of the federal mail and wire fraud statutes, which prohibit the use of any interstate or foreign mail or wire facility for the purpose of executing a scheme to defraud, in violation of 18 U.S.C. §§ 1341 and 1343.

105. As part and in furtherance of the scheme to defraud, Defendants' deceptive scheme to increase revenue depended on actionable deceptive conduct. Defendants actively concealed the dangerous and defective condition of GM's vehicles from its customers through deceptive misrepresentations and omitting material information.

Predicate Acts: Mail and Wire Fraud

106. Section 1961(1) of RICO provides that “racketeering activity” is, among other things, any act that is indictable under any of the provisions of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud).

107. As set forth below, to carry out, or attempt to carry out its scheme to defraud, Defendants have engaged in, and continue to engage in, the affairs of the RICO Enterprise through the following pattern of racketeering activity, in violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud):

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

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

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

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

109. In 2005, in furtherance of its scheme to defraud, Old GM emphasized on its Chevrolet website that "[y]our family's safety is important to us That's why every Chevrolet is designed with a comprehensive list of safety and security features to help give you peace of mind." This false statement, maintained on the internet through the wires, constitutes a violation of 18 U.S.C. § 1343.

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

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

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

113. In furtherance of the scheme to defraud, GM communicated with Delphi via the mail or wires regarding the manufacture of the defective ignition switch system. Through those communications, GM instructed Delphi to continue manufacturing the defective part even though it did not meet GM's own specifications. Delphi followed these instructions and continued to manufacture the defective parts. Through those communications, GM also instructed Delphi to make a change to the defective ignition switch system in 2006, and to fraudulently conceal the change by not assigning a new part number. Delphi also followed these instructions, making a change to the defective ignition switch system in 2006 and fraudulently concealing the change by not assigning a new part number. GM's communications with Delphi, and Delphi's responses, constitute repeated violations of 18 U.S.C. §§ 1341 and 1343.

114. Defendants' conduct in furtherance of this scheme was intentional. Plaintiffs and the other Class members were harmed in that they relied to their detriment on Defendants' conduct and, as a result, purchased dangerous and defective vehicles that saw their value plummet the moment New GM issued the Recall. Defendants unfairly reaped millions of dollars in excessive sales revenue as a result of this scheme and its conduct in furtherance of this scheme.

115. As described throughout this Complaint, Defendants engaged in a pattern of related and continuous predicate acts for over a decade: the scheme began sometime in or around 2000 and is ongoing.

116. The predicate acts constituted a variety of unlawful activities, each conducted in furtherance of the Enterprise and with the common purpose of defrauding Plaintiffs and other Class members and obtaining significant funds while providing defective vehicles that are now worth significantly less in light of the Recall. The predicate acts also had the same or similar results, participants, victims, and methods of commission. The predicate acts were related and not isolated events.

117. The predicate acts all had the purpose of generating significant revenue and profits for Defendants at the expense of Plaintiffs and the other Class members, who were never informed of the Ignition Switch Defect in their defective vehicles and who have now been damaged by the diminution in value cause by the Recall. The predicate acts were committed or caused to be committed by Defendants, through their participation in the RICO Enterprise and in furtherance of their fraudulent scheme, and were interrelated in that they involved obtaining Plaintiffs' and all other Class members' funds.

118. Count I seeks relief pursuant to 18 U.S.C. § 1964(c) from Defendants for violation of 18 U.S.C. § 1962(c).

COUNT II
VIOLATIONS OF STATE CONSUMER PROTECTION AND UNFAIR COMPETITION
STATUTES
(Against GM on behalf of the Class)

119. Plaintiffs and the Class incorporate by reference paragraphs 1 through 93 as though fully set forth at length herein.

120. GM engaged in unfair competition or unfair, unconscionable, deceptive, or fraudulent acts or practices with respect to the sale of the Class Models in violation of the following state consumer protection and unfair competition statutes.

121. GM has violated Florida Stat. §501.201 et seq.

122. GM has violated Ga. Code Ann. §10-1-370 et seq.

123. GM has violated Ky. Rev. Stat. §367.110 et seq.

124. GM has violated Md. Code Com. Law §13-101 et seq.

125. GM has violated Neb. Rev. Stat. §87-302 and Neb. Rev. Stat. §59-1601 et seq.

126. GM has violated 73 P.S. §201-1 et seq.

127. GM has violated Tex. Bus. & Com. Code §17.41 et seq.

128. GM's misrepresentations and omissions regarding the safety and reliability of its vehicles as set forth in this Complaint were likely to deceive a reasonable consumer, and the information would be material to a reasonable consumer.

129. GM's intentional and purposeful acts, described above, were intended to and did cause Plaintiffs and the Class to pay artificially inflated prices for Class Models purchased in the states listed above.

130. As a direct and proximate result of GM's unlawful conduct, Plaintiffs and the Class members have been injured in their business and property in that they paid more for the Defective Vehicles than they otherwise would have paid in the absence of GM's unlawful conduct.

131. All of the wrongful conduct alleged herein occurred in the conduct of GM's business. GM's wrongful conduct is part of a pattern or generalized course of conduct that was perpetrated nationwide.

132. Plaintiff and Class members are therefore entitled to all appropriate relief as provided for by the laws of the states listed above, including but not limited to, actual damages, injunctive relief, attorneys' fees, and equitable relief, such as restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits which may have been obtained by GM as a result of its unlawful conduct.

COUNT III
FRAUDULENT MISREPRESENTATION & FRAUD BY CONCEALMENT
(Against GM on behalf of the Class)

133. Plaintiffs and the Class incorporate by reference paragraphs 1 through 93 as though fully set forth at length herein.

134. As described above, GM made material omissions and affirmative misrepresentations regarding the Class Models.

135. GM knew these representations were false when made.

136. The vehicles purchased or leased by the Plaintiffs and the Class were defective, unsafe and unreliable because the vehicles were subject to an ignition mechanism defect that would unexpectedly turn off a Class Model's engine.

137. GM had a duty to disclose that these vehicles were defective, unsafe and unreliable because the vehicles were subject to an ignition mechanism defect that would unexpectedly turn off a Class Model's engine.

138. The aforementioned concealment was material because if it had been disclosed Plaintiffs and the Class would not have bought or leased the vehicles at the same price, or would not have bought or leased the vehicles at all.

139. The aforementioned representations were material because they were facts that would typically be relied upon by a person purchasing or leasing a new motor vehicle. GM

knew or recklessly disregarded that its representations as to the Class Models were false. GM intentionally made the false statements in order to sell vehicles.

140. Plaintiffs and the Class relied upon GM's reputation and its failure to disclose the ignition mechanism problems in purchasing or leasing the Class Models.

141. As a result of their reliance, Plaintiffs and the Class have been injured in an amount to be proven at trial, including, but not limited to, their lost benefit of the bargain and overpayment at the time of purchase and/or the diminished value of their vehicles.

142. GM's conduct was knowing, intentional, with malice, demonstrated a complete lack of care, and was in reckless disregard for the rights of Plaintiffs. Plaintiffs and the Class are therefore entitled to an award of punitive damages.

COUNT IV
VIOLATIONS OF MAGNUSON-MOSS CONSUMER PRODUCTS
WARRANTIES ACT ("Magnuson-Moss")
(15 U.S.C. § 2301, et seq.)
(Against GM on behalf of the Class)

143. Plaintiffs and the Class incorporate by reference paragraphs 1 through 93 as though fully set forth at length herein.

144. Magnuson-Moss provides a private right of action by purchasers of consumer products against manufacturers or retailers who, among other things, fail to comply with the terms of the written, express, or implied warranties. *See* 15 U.S.C. § 2310(d)(1). As alleged above, GM has failed to comply with the terms of its implied warranties.

145. The Defective Vehicles are "consumer products," as that term is defined in 15 U.S.C. § 2301(1).

146. GM is a "warrantor," as that term is defined in 15 U.S.C. § 2301(5).

147. Plaintiffs and each member of the Class are “consumers,” as that term is defined in 15 U.S.C. § 2301(3).

148. As a warrantor, GM is obligated to afford the Class, as consumers, all rights and remedies available under Magnuson-Moss, regardless of privity. Plaintiffs and each of the other Class members have had sufficient direct dealings with either GM or its agents (dealerships) to establish privity of contract between GM, on the one hand, and Plaintiffs and each of the other Class members, on the other hand. Nonetheless, privity is not required here because Plaintiff and each of the other Class members are intended third-party beneficiaries of contracts between GM and its dealers, and specifically, of GM’s implied warranties. The dealers were not intended to be the ultimate consumers of the Defective Vehicles and have no rights under the warranty agreements provided with the Defective Vehicles; the warranty agreements were designed for and intended to benefit the consumers only. Finally, privity is also not required because the Defective Vehicles are dangerous instrumentalities due to the aforementioned defects and non-conformities.

149. Magnuson-Moss provides a cause of action for, among other things, breach of warranty. *See* 15 U.S.C. § 2310(d)(1). GM has breached its implied warranties of merchantability, which it cannot disclaim under Magnuson-Moss, *see* 15 U.S.C. § 2308(a)(1), by failing to provide merchantable goods. Plaintiffs and the Class have suffered damages as a result of GM’s breaches of implied warranties as set forth above. *See* 15 U.S.C. § 2310(d)(1)-(2).

150. Affording GM a reasonable opportunity to cure its breach of written warranties would be unnecessary and futile here. At the time of sale or lease of each Defective Vehicle, GM knew, should have known, or was reckless in not knowing of its misrepresentations concerning the Defective Vehicles’ inability to perform as warranted, but nonetheless failed to

rectify the situation and/or disclose the defective design. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate and any requirement that Plaintiffs resort to an informal dispute resolution procedure and/or afford GM a reasonable opportunity to cure its breach of warranties is excused and thereby deemed satisfied.

151. Plaintiffs and the other Class members would suffer economic hardship if they returned their Defective Vehicles but did not receive the return of all payments made by them. Because GM is refusing to acknowledge any revocation of acceptance and return immediately any payments made, Plaintiffs and the other Class members have not re-accepted their Defective Vehicles by retaining them.

152. Plaintiffs and the Class members have suffered, and are entitled to recover, damages as a result of GM's breaches of warranty and violations of Magnuson-Moss.

153. Additionally, or in the alternative, Magnuson-Moss provides for "other legal and equitable" relief where there has been a breach of warranty or failure to abide by other obligations imposed by Magnuson-Moss. *See* 15 U.S.C. § 2310(d)(1). Rescission and Revocation of Acceptance are equitable remedies available to Plaintiffs and the Class members under Magnuson-Moss.

154. Plaintiffs also seek an award of costs and expenses, including attorney's fees, under Magnuson Moss to prevailing consumers in connection with the commencement and prosecution of this action. *See* 15 U.S.C. § 2310(d)(2). Plaintiffs and the Class intend to seek such an award, including expert witness costs and other recoverable costs, as prevailing consumers at the conclusion of this lawsuit.

COUNT V

**COMMON LAW BREACH OF CONTRACT AND BREACH OF WARRANTY
(Against GM on behalf of the Class)**

155. Plaintiffs and the Class incorporate by reference paragraphs 1 through 93 as though fully set forth at length herein.

156. In the alternative to the statutory claims alleged above, Plaintiffs plead this claim under common law warranty and contract law.

157. GM breached its warranty and contract obligations by tendering to Plaintiffs and the Class vehicles that were defective as to their ignition mechanism, causing the Class Models to suddenly and unexpectedly turn off.

158. The ignition mechanism defect present in the Class Models did not constitute merely a minor breach, as the potential for a sudden loss of engine power placed Plaintiffs and the Class at an unreasonable risk of suffering serious bodily injury. As such, Plaintiffs and the Class would not have purchased the Class Models at the price that they did pay, had they known of the ignition mechanism defect.

159. As a direct and proximate result of GM's breach of contract or warranty, Plaintiffs and the Class have suffered damages.

COUNT VI

**UNJUST ENRICHMENT
(Against GM on behalf of the Class)**

160. Plaintiffs and the Class incorporate by reference paragraphs 1 through 93 as though fully set forth at length herein.

161. Plaintiffs and the Class paid the value of vehicles that are not defective, would not be compromised by the need for repairs, and could be safely operated, but were provided with vehicles that are defective, needed repairs, and could not be safely operated.

162. As such, Plaintiffs and the Class conferred a windfall upon GM, which knew of the windfall and has unjustly retained such benefits.

163. As direct and proximate result of GM's unjust enrichment, Plaintiffs and the Class have suffered and continue to suffer various damages, including, but not limited to, restitution of all amounts by which GM was enriched through its misconduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf all others similarly situated, respectfully requests that this Court enter a judgment against Defendants, and grant the following relief:

A. Determine that this action may be maintained as a Class action and certify it as such under Rule 23(b)(3) and or 23(b)(2), or alternatively certify all issues and claims that are appropriately certified; and designate and appoint Plaintiffs as Class Representative and Plaintiffs' chosen counsel as Class Counsel;

B. Declare, adjudge, and decree that Defendants violated 18 U.S.C. § 1962(c) by conducting the affairs of the RICO Enterprise through a pattern of racketeering activity;

C. Declare, adjudge, and decree the conduct of Defendants as alleged herein to be unlawful, unfair or deceptive, and enjoin any such future conduct;

D. Declare, adjudge, and decree that the ignition switches in the Defective Vehicles are defective;

E. Declare, adjudge, and decree that Defendants must disgorge, for the benefit of Plaintiffs and Class Members all or part of the ill-gotten gains it received from the sale or lease of the Defective Vehicles;

F. Award Plaintiffs and Class Members actual, compensatory damages, or, in the alternative, statutory damages, as proven at trial;

G. Award Plaintiffs and the nation-wide Class Members treble damages pursuant to 18 U.S.C. § 1964(c).

H. Alternatively, if elected by Plaintiffs and Class Members, require Defendants to repair the defective ignition switches or provide a comparable vehicle that does not have ignition switch defects;

I. Award Plaintiffs and Class Members punitive damages in such amount as proven at trial;

J. Award Plaintiffs and Class Members their reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest; and

K. Award Plaintiffs and Class Members such other further and different relief as the case may require or as determined to be just, equitable, and proper by this Court.

JURY TRIAL DEMAND

Plaintiffs requests a trial by jury on all the legal claims alleged in this Complaint.

Respectfully submitted,

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17 UNITED STATES DISTRICT COURT
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19 CURTIS BLINSMON, AARON
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20 NATHAN TERRY, MICHAEL PESCE,
RHONDA HASKINS, JENNIFER
21 GEARIN, ARLENE REVAK, GEORGE
MATHIS, MARY DIAS, SHEREE
22 ANDERSON, MICHAEL AMEZQUITA,
LORRAINE DE VARGAS, DAWN
23 TEFFT, BONNIE TAYLOR, JERRILE
GORDON, KEISHA HUNTER and LES
24 ROUSE, individually and on behalf of all
others similarly situated,

25 Plaintiffs,

26 v.

27 GENERAL MOTORS LLC,

28 Defendant.

Case No.: 2:14-cv-02424

CLASS ACTION

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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1 Plaintiffs Deanna Dinco, David Butler, Curtis Blinsmon, Aaron Henderson,
2 Grace Belford, Nathan Terry, Michael Pesce, Rhonda Haskins, Jennifer Gearin,
3 Arlene Revak, George Mathis, Mary Dias, Sheree Anderson, Michael Amezquita,
4 Lorraine De Vargas, Dawn Tefft, Bonnie Taylor, Jerrile Gordon, Keisha Hunter and
5 Les Rouse, individually and as class representatives on behalf of all similarly situated
6 persons and the general public, bring this action against Defendant General Motors
7 LLC (“Defendant” or “GM”) and allege as follows:

8 I. INTRODUCTION

9 1. This case involves an egregious failure to disclose, and the affirmative
10 concealment of, a known safety defect in vehicles sold by GM, and by its
11 predecessor, “Old GM.”

12 2. This action seeks to hold GM liable only for its *own* acts and omissions
13 *after* the July 5, 2009 Sale Order and Purchase Agreement through which GM
14 acquired virtually all of the assets and certain liabilities of Old GM, and for the
15 “lemon law” liability GM expressly assumed under the Sale Order and Purchase
16 Agreement, and *not otherwise* for the conduct of Old GM.¹

17 3. An auto manufacturer should never make profits more important than
18 safety and should never conceal defects that exist in its vehicles from the vehicles’
19 drivers or the public. GM Vehicle Safety Chief Jeff Boyer has stated that: “Nothing
20 is more important than the safety of our customers in the vehicles they drive.” Yet
21 GM failed to live up to this commitment.

22 4. The first priority of a car manufacturer should be to ensure that its
23 vehicles are safe, and particularly that its vehicles have operable ignition systems,
24 airbags, power-steering, power brakes, seatbelt pretensioners and other safety features

25 _____
26 ¹ The applicability of the bar on successor liability claims against GM for the acts
27 and omissions of Old GM *prior to* the Sale Order is an issue that is currently pending
28 in Bankruptcy Court in the Southern District of New York. To the extent permitted
by the Bankruptcy Court, Plaintiffs herein will seek leave of this Court to amend their
Complaint to add successor liability claims against GM for the acts and omissions of
Old GM.

1 that can prevent or minimize the threat of death or serious bodily harm to the
2 vedhicle’s occupants. Moreover, a manufacturer that is aware of dangerous design
3 defects that cause its vehicles to shut down during operation, or render the vehicles’
4 airbags and other safety systems inoperable, must promptly disclose and remedy such
5 defects.

6 5. Under the Transportation Recall Enhancement, Accountability and
7 Documentation Act (“TREAD Act”)² and its accompanying regulations, when a
8 manufacturer learns that a vehicle contains a safety defect, the manufacturer must
9 promptly disclose the defect.³ If it is determined that the vehicle is defective, the
10 manufacturer may be required to notify vehicle owners, purchasers, and dealers of the
11 defect, and may be required to remedy the defect.⁴

12 6. Hundreds of thousands of vehicles sold by GM from the date of its
13 inception in 2009 until at least 2011 are prone to a safety defect such that the
14 vehicle’s ignition switch can inadvertently move from the “run” position to the
15 “accessory” or “off” position during ordinary driving conditions, resulting in a loss of
16 power, vehicle speed control, and braking, as well as a failure of the vehicle’s airbags
17 to deploy. Hereinafter, these vehicles are sometimes referred to as “Defective
18 Vehicles.”

19 7. GM’s predecessor, Old GM, sold more than 1.5 million Defective
20 Vehicles throughout the United States – and in the asset purchase agreement through
21 which it acquired Old GM’s assets (“Purchase Agreement”), GM *explicitly assumed*
22 both the responsibilities to report safety defects with respect to the vehicles sold by Old
23 GM as required by the TREAD ACT and the “lemon law” obligations of Old GM. In
24 addition, throughout its existence, GM has profited from servicing and selling parts for
25

26
27 ² 49 U.S.C. §§ 30101-30170.

³ 49 U.S.C. § 30118(c)(1) & (2).

28 ⁴ 49 U.S.C. § 30118(b)(2)(A) & (B).

1 Defective Vehicles sold by GM. GM thereby had a duty to disclose its knowledge of
2 the ignition switch defects, and not to conceal the defects.

3 8. The ignition switch systems at issue are defective for several reasons.
4 The first is that the ignition switch is too weak and therefore does not hold the key in
5 place in the “run” position. According to documents recently released by GM, the
6 ignition switch weakness is due to a defective “detent plunger” that does not provide
7 sufficient “torque” to hold the key in place during ordinary driving conditions.

8 9. The second reason that the ignition switch systems are defective is due to
9 the low position of the switches in the Defective Vehicles. That causes the keys, and
10 the fobs that hang off the keys, to hang so low in the Defective Vehicles that the
11 drivers’ knees can easily bump them and inadvertently shut down the vehicle. The
12 problem is exacerbated by the use of a “slotted” key – which allows the key ring and
13 the fob to hang lower than would a key with a hole instead of a slot.

14 10. The third reason the ignition switch systems are defective is that they
15 immediately cause the airbags to become inoperable when the ignition switch is in the
16 “accessory” or “off” position. As NHTSA’s Acting Administrator testified in recent
17 Congressional hearings, he believes the airbags should deploy whenever the car is
18 moving – even if the ignition switch moves out of the “run” position.

19 11. From its inception in 2009 until February of 2014, GM concealed and
20 did not fix the serious quality and safety problem plaguing the Defective Vehicles.

21 12. Worse yet, the ignition switch defects could and should have been
22 remedied *years ago*.

23 13. From at least 2005 to the present, both Old GM and GM received reports
24 of crashes and injuries that put GM on notice of the serious safety issues presented by
25 its ignition switch system. Given the continuity of engineers, general counsel, and
26 other key personnel from Old GM to GM, GM was aware of the ignition switch
27 defects *from the very date of its inception pursuant to the July 5, 2009 Sale Order*.

1 14. Yet, despite the dangerous nature of the ignition switch defects and the
2 effects on critical safety systems, GM concealed the existence of the defects and
3 failed to remedy the problem.

4 15. GM’s CEO, Mary Barra, has admitted in a video message that:
5 “Something went wrong with our process in this instance, and terrible things
6 happened.” But that admission, and GM’s attempt to foist the blame on its parts
7 supplier and two engineers who it has now suspended, are cold comfort for Plaintiffs
8 and the Class.

9 16. This case arises from GM’s breach of its obligations and duties,
10 including (i) its concealment of, and failure to disclose that, as a result of defective
11 ignition switches, at least 2.19 million Defective Vehicles have the propensity to shut
12 down during normal driving conditions and create an extreme and unreasonable risk
13 of accident, serious bodily harm, and death; (ii) its failure to disclose the defects
14 despite the TREAD Act obligations it assumed under the Purchase Agreement and
15 (iii) its continued sales of Defective Vehicles after the date of the 2009 Sale Order.

16 17. Plaintiffs bring this action for a Class of all persons in the United States
17 who either (i) own or lease one or more of the following GM vehicles: 2003-2010
18 Saturn Ion; 2005-2010 Chevrolet Cobalt; 2007-2010 Pontiac G5; 2006-2011
19 Chevrolet HHR; 2006-2010 Pontiac Solstice; and 2007-2010 Saturn Sky (hereinafter
20 “Defective Vehicles”), or (ii) sold a Defective Vehicle at a diminished price on or
21 after March 1, 2014.

22 18. To the extent warranted by the developing facts, Plaintiffs will further
23 supplement the list of Defective Vehicles to include additional GM vehicles that have
24 defective ignition switch systems which can cause a loss of vehicle speed control, loss
25 of braking control, airbag non-deployment, and the failure of seatbelt pretensioners.

26 19. In the addition to their nationwide class claims against GM for
27 fraudulent concealment and tortious interference with GM dealerships’ service and
28 repair contracts with Defective Vehicle owners, Plaintiffs also bring claims against

1 GM under the laws of the States of California, Alabama, Arizona, Colorado,
2 Connecticut, Florida, Georgia, Illinois, Maryland, Massachusetts, Michigan, New
3 Jersey, New Mexico, New York, Ohio, Oklahoma, Texas, and Wisconsin, on behalf
4 of the respective residents of each of those States who either (i) own or lease one or
5 more of the Defective Vehicles, or (ii) sold a Defective Vehicle on or after March 1,
6 2014.

7 20. The Defective Vehicles are defective and dangerous for multiple reasons,
8 including the following (collectively, the “ignition switch defects”):

9 a. Due to their weaknesses and their low placement, the ignition
10 switches can inadvertently shut off the engine and vehicle electrical system during
11 normal driving conditions;

12 b. When the engine and the electrical system shut down, the power
13 steering and power brakes also shut down, creating a serious risk of accident; and

14 c. When the electrical system shuts down, the vehicle’s airbags and
15 seatbelt pretensioners are disabled, creating a serious risk of serious bodily harm or
16 death if an accident occurs.

17 21. The ignition switch defects make the Defective Vehicles unreasonably
18 dangerous. Because of the defects, the Defective Vehicles are likely to be involved in
19 accidents and, if accidents occur, there is an unreasonable and extreme risk of serious
20 bodily harm or death.

21 22. GM admits to at least 13 deaths as a result of the ignition switch defects,
22 but Plaintiffs believe the actual number to be much higher.

23 23. The ignition switch defects present a significant and unreasonable safety
24 risk exposing Defective Vehicle owners, their passengers and others in the vicinity to
25 a risk of serious injury or death.

26 24. From its inception in 2009, GM has known of the ignition switch defects
27 that exist in millions of Defective Vehicles sold in the United States. But, to protect
28 its profits and to avoid remediation costs and a public relations nightmare, GM

1 concealed the defects and their tragic consequences and allowed unsuspecting new
2 and used car purchasers to continue to buy the Defective Vehicles and allowed all
3 Defective Vehicle owners to continue driving highly dangerous vehicles.

4 25. GM violated the TREAD Act by failing to timely inform NHTSA of the
5 ignition switch defects and allowed the Defective Vehicles to remain on the road, and
6 to continue to be sold. In addition to violating the TREAD Act, GM fraudulently
7 concealed the deadly ignition switch defects from owners, and from post-July 5, 2009,
8 new and used vehicle purchasers and lessees of the Defective Vehicles. These same
9 acts and omissions also violated various State laws as detailed below.

10 26. From the date of its inception on July 5, 2009, GM has profited from the
11 service and repair of Defective Vehicles. Though GM knew that that the service and
12 repair departments at GM dealerships had contractual obligations to Defective Vehicle
13 owners to repair their vehicles and ensure they were free of safety defects, GM
14 intentionally concealed its knowledge of the ignition switch defects from its
15 dealerships in order to avoid the expense and negative publicity of a recall. In so
16 doing, GM caused its dealerships to breach their contracts with Defective Vehicles,
17 and caused harm to Defective Vehicle owners.

18 27. Plaintiffs and the Class have been damaged by GM's misrepresentations,
19 concealment, and non-disclosure of the ignition switch defects in the Defective
20 Vehicles, as they are now holding highly dangerous vehicles whose value has greatly
21 diminished because of GM's failure to timely disclose and remedy the serious defects.
22 GM's egregious and widely-publicized conduct and the never-ending and piecemeal
23 nature of GM's recalls has so tarnished the Defective Vehicles that no reasonable
24 consumer would purchase them – let alone pay what would otherwise be fair market
25 value for the vehicles.

26 28. In addition, Plaintiffs and Class members who purchased new or used
27 Defective Vehicles after GM's inception on July 5, 2009, would either not have
28

1 purchased their Defective Vehicles if they had known of the ignition switch defects,
2 or they would have paid substantially less for those vehicles.

3 II. JURISDICTION AND VENUE

4 29. This Court has diversity jurisdiction over this action under 28 U.S.C.
5 §§ 1332(a) and (d) because the amount in controversy for the Class exceeds
6 \$5,000,000, and Plaintiffs and other Class members are citizens of a different state
7 than Defendant.

8 30. This Court has personal jurisdiction over Plaintiffs because Plaintiffs
9 submit to the Court's jurisdiction. This Court has personal jurisdiction over GM
10 because GM conducts substantial business in this District, and some of the actions
11 giving rise to the complaint took place in this District.

12 31. Venue is proper in this District under 28 U.S.C. § 1391 because GM, as
13 a corporation, is deemed to reside in any judicial district in which it is subject to
14 personal jurisdiction. Additionally, GM transacts business within the District, and
15 some of the events establishing the claims arose in this District.

16 III. PARTIES

17 32. Plaintiff and proposed Nationwide and California State Class
18 Representative Deanna Dinco is a resident and citizen of Arroyo Grande, California.
19 Ms. Dinco purchased a used 2006 Saturn Ion on July 3, 2006, in Santa Maria,
20 California. On multiple occasions, her Ion has started and then shut down
21 immediately, sometimes several times in a row. She has taken her vehicle to multiple
22 mechanics, but none could successfully repair her vehicle. Because of the issues with
23 her vehicle, she has been late to work multiple times and threatened with termination,
24 which caused extreme anxiety, depression, and panic attacks. She fears driving her
25 vehicle due to the ignition switch recall and the risk the ignition switch defects pose.
26 She also believes the value of her vehicle has been diminished as a result of the
27 defects. Ms. Dinco did not learn of the ignition switch defects until March 2014.
28

1 33. Plaintiff and proposed Nationwide and California State Class
2 Representative David Butler is a resident and citizen of Poway, California. Mr. Butler
3 purchased a new 2006 Chevy Cobalt on April 18, 2006, in Poway, California.
4 Mr. Butler's Cobalt has not yet shut down while Mr. Butler is driving it. Nonetheless,
5 he continues to frequently drive the vehicle and is concerned about the safety issues
6 posed by the ignition switch defects. Mr. Butler believes his vehicle's value is
7 diminished as a result of the defects. Mr. Butler did not learn of the ignition switch
8 defects until March 2014.

9 34. Plaintiff and proposed Nationwide and California State Class
10 Representative Curtis Blinsmon is a resident and citizen of Fresno, California.
11 Mr. Blinsmon purchased a new 2007 Saturn Sky in May, 2007, in Fresno, California.
12 Although Mr. Blinsmon has not experienced the ignition shut down while driving, he is
13 concerned about the safety issues posed by driving the vehicle as a result of the
14 ignition switch defects. He believes his vehicle's value is diminished as a result of the
15 defects. Mr. Blinsmon did not learn of the ignition switch defects until March 2014.

16 35. Plaintiff and proposed Nationwide and Alabama State Class
17 Representative Aaron Henderson is a resident and citizen of Tuscaloosa, Alabama.
18 Mr. Henderson purchased a new 2007 Saturn Ion 3 in September, 2006, in Madison,
19 Wisconsin. Mr. Henderson's vehicle has been in two accidents since December, 2012
20 and the airbags failed to deploy in both instances. Mr. Henderson believes the
21 ignition switch failure may have been the cause of these accidents and airbag failure.
22 On December 7, 2012, he was involved in the first accident and suffered minor
23 injuries. On February 23, 2014, he was involved in the second accident and suffered
24 minor injuries again. Mr. Henderson did not learn of the ignition switch defects until
25 March 2014.

26 36. Plaintiff and proposed Nationwide and Arizona State Class
27 Representative Grace Belford is a resident and citizen of Phoenix, Arizona.
28 Ms. Belford purchased a new 2005 Chevy Cobalt in October, 2005, in Phoenix,

1 Arizona. On two separate occasions, Ms. Belford's ignition has unexpectedly shut off
2 as the result of driving over a bump in the road. Despite her concerns and fears about
3 driving the vehicle, it is her only form of transportation and she continued to drive it
4 to work every day until she was able to secure a loaner vehicle. Ms. Belford was
5 planning on using her vehicle as a down payment on a new vehicle, but the resale
6 value of her Cobalt has been diminished because of the ignition switch defect.
7 Ms. Belford did not learn of the ignition switch defects until March 2014.

8 37. Plaintiff and proposed Nationwide and Colorado State Class
9 Representative Nathan Terry is a resident and citizen of Loveland, Colorado.
10 Mr. Terry purchased a used 2007 Pontiac G5 GT in January, 2011, in Westminster,
11 Colorado. Mr. Terry owns a 2007 Pontiac G5 that is being recalled by GM.
12 Although Mr. Terry has not experienced his vehicle's ignition shutting off while
13 driving, he is concerned about his safety and believes the value of his vehicle is now
14 greatly diminished as a result of the ignition switch defects. Mr. Terry did not learn
15 of the ignition switch defects until March 2014.

16 38. Plaintiff and proposed Nationwide and Connecticut State Class
17 Representative Michael Pesce is a resident and citizen of Waterbury, Connecticut.
18 Mr. Pesce purchased a used 2006 Chevy Cobalt on May 29, 2008, in Waterbury,
19 Connecticut. In August, 2011, Mr. Pesce's 18 year-old son was driving the vehicle
20 on a major highway in Connecticut when the vehicle lost all power. His son was able
21 to pull over and restart the car, but after another few minutes it died again. Mr. Pesce
22 paid to have the vehicle looked over and repaired, but he now believes the problem
23 was related to the ignition switch defects. He is concerned about the ongoing safety
24 of the vehicle and believes its value has greatly diminished. Mr. Pesce did not learn
25 about the ignition switch defects until March 2014.

26 39. Plaintiff and proposed Nationwide and Florida State Class Representative
27 Rhonda Haskins is a resident and citizen of Ocala, Florida. Ms. Haskins purchased a
28 used 2007 Chevy Cobalt on November 15, 2013, in Ocala, Florida. Ms. Haskins is

1 concerned about her ongoing safety in driving the vehicle and believes its value is now
2 greatly diminished as a result of the ignition switch defects. Ms. Haskins did not learn
3 about the ignition switch defects until March 2014.

4 40. Plaintiff and proposed Nationwide and Georgia State Class
5 Representative Jennifer Gearin is a resident and citizen of Clermont, Georgia.
6 Ms. Gearin purchased a new 2006 Chevy Cobalt in 2006 in Gainesville, Georgia.
7 Although Ms. Gearin has not experienced her vehicle shutting down while driving,
8 she is very afraid for her safety as a result of the ignition switch defects and she must
9 drive a very long distance to work on a daily basis. Ms. Gearin did not learn about
10 the ignition switch defects until March 2014.

11 41. Plaintiff and proposed Nationwide and Illinois State Class
12 Representative Arlene Revak is a resident and citizen of Joliet, Illinois. Ms. Revak
13 purchased a used 2008 Chevy HHR in September, 2013, in Cresthill, Illinois.
14 Ms. Revak purchased the HHR in part because of her desire for a safe vehicle.
15 Ms. Revak is now concerned both for her safety while driving the vehicle and that the
16 vehicle's value has diminished as a result of the ignition switch defect. Ms. Revak
17 did not learn about the ignition switch defects until March 2014. Had she been aware
18 of the ignition switch defects, Ms. Revak would either have paid less for the vehicle
19 or not purchased it at all.

20 42. Plaintiff and proposed Nationwide and Maryland State Class
21 Representative George Mathis is a resident and citizen of Parkville, Maryland.
22 Mr. Mathis purchased a new 2007 Chevy Cobalt in May, 2007, in York,
23 Pennsylvania. Mr. Mathis has experienced his ignition shutting down on him while
24 driving on three separate occasions, with one instance resulting in a minor accident
25 and the other two nearly resulting in an accident. Mr. Mathis did not learn about the
26 ignition switch defects until March 2014.

27 43. Plaintiff and proposed Nationwide and Massachusetts State Class
28 Representative Mary Dias is a resident and citizen of Taunton, Massachusetts.

1 Ms. Dias purchased a used 2007 Chevy HHR on February 28, 2008, in Woonsocket,
2 Rhode Island. Because of the ignition switch defects, Ms. Dias is very concerned for
3 her safety every time she drives her vehicle. She also believes the value of her
4 vehicle is now diminished as a result of the ignition switch defects. Ms. Dias did not
5 learn of the ignition switch defects until March 2014.

6 44. Plaintiff and proposed Nationwide and Michigan State Class
7 Representative Sheree Anderson is a resident and citizen of Detroit,
8 Michigan. Ms. Anderson purchased a used 2008 Chevy HHR on November 15,
9 2011, in Michigan. Ms. Anderson chose the HHR in part because she desired a safe
10 vehicle. Although Ms. Anderson has not experienced her vehicle shutting down
11 while driving, she is concerned for her safety as a result of the ignition switch defects.
12 She must continue to drive her vehicle, however, because it is her main form of
13 transportation and she must drive it to work every day. She also believes the value of
14 her vehicle is now greatly diminished as a result of the ignition switch defects. She
15 would not have purchased the vehicle had she known it would present such a myriad
16 of problems and defects. Ms. Anderson did not learn about the ignition switch
17 defects until March 2014. Had she known about the ignition switch defects, she
18 would either not have purchased the HHR or would have paid less for it.

19 45. Plaintiff and proposed Nationwide and New Jersey State Class
20 Representative Michael Amezquita is a resident and citizen of Hamilton, New Jersey.
21 Mr. Amezquita purchased a new 2006 Chevy Cobalt on June 30, 2006, in East
22 Windsor, New Jersey. Mr. Amezquita is concerned about the safety risks driving his
23 vehicle poses and also believes the value of his vehicle is diminished as a result of the
24 ignition switch defects. Mr. Amezquita did not learn of the ignition switch defects
25 until March 2014.

26 46. Plaintiff and proposed Nationwide and New Mexico State Class
27 Representative Lorraine De Vargas is a resident and citizen of Santa Fe, New Mexico.
28 Ms. De Vargas purchased a used 2005 Saturn Ion in 2008, in Santa Fe, New Mexico.

1 Ms. De Vargas experienced her ignition shutting off while driving in December 2012,
2 resulting in an accident. She slid into a fence and her airbags failed to deploy. The
3 vehicle damage has been repaired, and Ms. De Vargas continues to drive her Ion to
4 work every day. She is concerned about the safety of her vehicle, the impact the
5 defects have had on the value of her vehicle, and the costs she has incurred in fixing
6 the vehicle previously. Ms. De Vargas did not learn of the ignition switch defects
7 until March 2014.

8 47. Plaintiff and proposed Nationwide and New York State Class
9 Representative Dawn Tefft is a resident and citizen of Mt. Upton, New York.
10 Ms. Tefft purchased a used 2010 Chevy Cobalt on June 21, 2011, in Sidney, New
11 York. Ms. Tefft bought her Cobalt in part because of her desire for a safe vehicle.
12 Ms. Tefft was involved in a serious accident on October 24, 2013, while driving to
13 work. While Ms. Tefft was driving her Cobalt, the vehicle shut down unexpectedly
14 and caused her to collide head-on with a bridge at forty to forty-five miles per hour.
15 The airbags failed to deploy, and the vehicle was totaled as a result of the accident.
16 While thankful to have survived the accident, she still suffers from reoccurring neck
17 and back pains, and severe headaches. Ms. Tefft did not learn about the ignition
18 switch defects until March, 2014. Had she been aware of the ignition switch defects,
19 Ms. Tefft would either not have purchased her Cobalt or would have paid less for it.

20 48. Plaintiff and proposed Nationwide and Ohio State Class Representative
21 Bonnie Taylor is a resident and citizen of Laura, Ohio. Ms. Taylor purchased a new
22 2007 Chevy Cobalt on December 23, 2006, in Troy, Ohio. Although Ms. Taylor has
23 not experienced the ignition shut down while driving her Cobalt, she believes the
24 Cobalt has too many serious safety defects for her to ever feel safe driving it again.
25 She also feels that the value of her vehicle is severely diminished as a result of the
26 recall. Ms. Taylor did not learn of the ignition switch defects until March 2014.

27 49. Plaintiff and proposed Nationwide and Oklahoma State Class
28 Representative Jerrile Gordon is a resident and citizen of Del City, Oklahoma.

1 Ms. Gordon purchased a used 2006 Chevy Cobalt in 2011, in Oklahoma City,
2 Oklahoma. Ms. Gordon chose the Cobalt in part because she wanted a safely
3 designed and manufactured car. Ms. Gordon’s vehicle has shut down twice while she
4 was driving on the highway. Ms. Gordon did not learn of the ignition switch defects
5 until March 2014. Had she been aware of the of the ignition switch defects,
6 Ms. Gordon would either not have purchased her Cobalt or would have paid less for it
7 than she did.

8 50. Plaintiff and proposed Nationwide and Texas State Class Representative
9 Keisha Hunter is a resident and citizen of Fort Worth, Texas. Ms. Hunter purchased a
10 used 2006 Chevy Cobalt on March 22, 2013, in Arlington, Texas. Ms. Hunter chose
11 the Cobalt in part because she wanted a safe vehicle. While Ms. Hunter has not yet
12 had her Cobalt shut down while driving, she is concerned for her safety and the
13 diminished value of her vehicle as a result of the ignition switch defects. Ms. Hunter
14 did not learn of the ignition switch defects until March 2014. Had she been aware of
15 the of the ignition switch defects, Ms. Hunter would either not have purchased her
16 Cobalt or would have paid less for it than she did.

17 51. Plaintiff and proposed Nationwide and Wisconsin Class Representative
18 Les Rouse is a resident and citizen of LaCrosse, Wisconsin. Mr. Rouse purchased a
19 new 2004 Saturn Ion 2 in October, 2004, in LaCrosse, Wisconsin. Mr. Rouse has
20 experienced loss of electrical power in his vehicle while driving and he is concerned
21 about driving it due to the safety risks it poses. He also believes the value of his car
22 has diminished as a result of the ignition switch defects. Mr. Rouse did not learn of
23 the ignition switch defects until March 2014.

24 52. Defendant General Motors LLC (“GM”) is a foreign limited liability
25 company formed under the laws of Delaware with its principal place of business
26 located at 300 Renaissance Center, Detroit, Michigan. GM was incorporated in 2009
27 and on July 5, 2009, acquired substantially all assets and assumed certain liabilities of
28

1 General Motors Corporation through a Section 363 sale under Chapter 11 of the U.S.
2 Bankruptcy Code.

3 53. Among the liabilities and obligations expressly assumed by GM are the
4 following:

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

13 54. GM also expressly assumed:

14 [A]ll Liabilities arising under express written warranties of
15 [Old GM] that are specifically identified as warranties and
16 delivered in connection with the sale of new, certified used
17 or pre-owned vehicles or new or remanufactured motor
18 vehicle parts and equipment (including service parts,
19 accessories, engines and transmissions) manufactured or
20 sold by [Old GM] or Purchaser prior to or after the Closing
21 and (B) all obligations under Lemon Laws

22 55. Finally, GM also expressly assumed “all Liabilities arising out of,
23 relating to, in respect of, or in connection with the use, ownership or sale of the
24 Purchased Assets after the closing.” Those assets included all contracts of Old GM,
25 including its contracts with dealers and service centers.

26 **IV. FACTUAL ALLEGATIONS**

27 **A. The Ignition Switch Defects in the Defective Vehicles**

28 56. Given the imperative that a vehicle and its electrical operating systems
remain operational during ordinary driving conditions, a vehicle manufacturer must
ensure that its vehicles remain operational from the time the driver starts the vehicle
until the driver intentionally shuts down the vehicle. If a manufacturer is aware of
defects in this regard, it must promptly notify vehicle owners and the public so that
prompt remediation will occur. With respect to the Defective Vehicles, GM failed to
do so.

1 57. The ignition switch defects can cause the Defective Vehicles' engines
2 and electrical systems to shut off, disabling the power steering and power brakes and
3 causing non-deployment of the vehicles' airbags and the failure of the vehicles'
4 seatbelt pretensioners in the event of a crash.

5 58. The ignition switch systems at issue are defective in at least three major
6 respects. The first is that the switches are simply weak; because of a faulty "detent
7 plunger," the switch can inadvertently move from the "run" to the "accessory" or
8 "off" position.

9 59. The second defect is that, due to the low position of the ignition switch,
10 the driver's knee can easily bump the key (or the hanging fob below the key), and
11 cause the switch to inadvertently move from the "run" to the "accessory" or "off"
12 position.

13 60. The third defect is that the airbags immediately become inoperable
14 whenever the ignition switch moves from the "run" to the "accessory" position. As
15 NHTSA's Acting Administrator, David Friedman, recently testified before Congress,
16 NHTSA is not convinced that the non-deployment of the airbags in the recalled
17 vehicles is solely attributable to a mechanical defect involving the ignition switch:

18 And it may be even more complicated than that, actually.
19 And that's one of the questions that we actually have in our
20 timeliness query to General Motors. It is possible that it's
21 not simply that the – the power was off, but a much more
22 complicated situation where the very specific action of
23 moving from on to the accessory mode is what didn't turn
24 off the power, but may have disabled the algorithm.

25 That, to me, frankly, doesn't make sense. From my
26 perspective, if a vehicle – certainly if a vehicle is moving,
27 the airbag's algorithm should require those airbags to
28 deploy. Even if the – even if the vehicle is stopped and you
29 turn from 'on' to 'accessory,' I believe that the airbags
30 should be able to deploy.

31 So this is exactly why we're asking General Motors this
32 question, to understand is it truly a power issue or is there
33 something embedded in their [software] algorithm that is

1 causing this, something that should have been there in their
2 algorithm.⁵

3 61. The Defective Vehicles are, therefore, unreasonably prone to be involved
4 in accidents, and those accidents are unreasonably likely to result in serious bodily
5 harm or death to the drivers and passengers of the Defective Vehicles, as well as to
6 other vehicle operators and pedestrians.

7 **B. GM Knew of the Ignition Switch Defects for Years, but Concealed the
8 Defects from Plaintiffs and the Class**

9 62. Alarmingly, GM knew of the deadly ignition switch defects and their
10 dangerous consequences from the date of its inception on July 5, 2009, but concealed
11 its knowledge from Defective Vehicle owners and later purchasers of new and used
12 Defective Vehicles.

13 63. In part, GM's knowledge of the ignition switch defects arises from the
14 fact that key personnel with knowledge of the defects remained in their same
15 positions once GM took over from Old GM.

16 64. For example, the Old GM Lead Switch Engineer who was responsible for
17 the rollout of the defective ignition switch in 2003 was Ray DeGiorgio.
18 Mr. DeGiorgio continued to serve as an engineer at GM until April 2014 when he was
19 suspended as a result of his involvement in the defective ignition switch problem.

20 65. In 2001, two years *before* the Defective Vehicles were ever available to
21 consumers, Old GM privately acknowledged in an internal pre-production report for
22 the model/year ("MY") 2003 Saturn Ion that there were problems with the ignition
23 switch.⁶ Old GM's own engineers had personally experienced problems with the
24 ignition switch. In a section of the internal report titled "Root Cause Summary," Old
25 GM engineers identified "two causes of failure," namely: "[l]ow contact force and

26 ⁵ Congressional Transcript, Testimony of David Friedman, Acting Administrator
27 of NHTSA (Apr. 2, 2014), at 19.

28 ⁶ GM Report/Complaint re "Electrical Concern" opened July 31, 2001,
GMHEC000001980-90.

1 low detent plunger force.”⁷ The report also stated that GM person responsible for the
2 issue was Ray DeGiorgio.⁸

3 66. As detailed below, Mr. DeGiorgio actively concealed the defect, both
4 while working for Old GM *and* while working for GM.

5 67. Similarly, Gary Altman was Old GM’s program-engineering manager
6 for the Cobalt, which is one of the Defective Vehicle models which hit the market in
7 MY 2005. He remained as an engineer at GM until he was suspended on April 10,
8 2014, by GM for his role in the ignition switch problem.

9 68. On October 29, 2004, Mr. Altman test-drove a Cobalt. While he was
10 driving, his knee bumped the key, and the vehicle shut down.

11 69. In response to the Altman incident, Old GM opened an engineering
12 inquiry, known as a “Problem Resolution Tracking System inquiry” (“PRTS”), to
13 investigate the issue. According to the chronology provided to NHTSA by GM in
14 March 2014, engineers pinpointed the problem and were “able to replicate this
15 phenomenon during test drives.”

16 70. The PRTS concluded in 2005 that:

17 There are two main reasons that we believe can cause a
18 lower effort in turning the key:

- 19 1. A low torque detent in the ignition switch and
- 20 2. A low position of the lock module in the column.⁹

21 71. The 2005 PRTS further demonstrates the knowledge of Ray DeGiorgio
22 (who, like Mr. Altman, worked for Old GM and continued until very recently
23 working for GM), as the PRTS’ author states that “[a]fter talking to Ray DeGiorgio, I
24 found out that it is close to impossible to modify the present ignition switch. The
25

26 _____
27 ⁷ *Id.* at GMHEC000001986.

28 ⁸ *Id.* at GMHEC000001981, 1986.

⁹ Feb. 1, 2005 PRTS at GMHEC000001733.

1 switch itself is very fragile and doing any further changes will lead to mechanical
2 and/or electrical problems.”¹⁰

3 72. Gary Altman, program engineering manager for the 2005 Cobalt,
4 recently admitted that Old GM engineering managers (including himself and
5 Mr. DeGiorgio) knew about ignition-switch problems in the vehicle that could disable
6 power steering, power brakes and airbags, but launched the vehicle anyway because
7 they believed that the vehicles could be safely coasted off the road after a stall.
8 Mr. Altman insisted that “the [Cobalt] was maneuverable and controllable” with the
9 power steering and power brakes inoperable, though he did not attempt to explain
10 why the vehicle would not require an operable airbag.

11 73. Rather than publicly admitting the dangerous safety defects in the
12 Defective Vehicles, first Old GM and then GM attempted to attribute these and other
13 incidents to “driver error.” Every year from 2005 to 2012, first Old GM and then GM
14 received reports of deaths in Cobalts involving steering and/or airbag failures,
15 including:

- 16 • 2005: 26 Cobalt Death and Injury Incidents, including 1 death
17 citing Airbag as component involved.
- 18 • 2006: 69 Cobalt Death and Injury Incidents, including 2 deaths
19 citing Airbag as component involved and 4 deaths citing
20 Unknown component.
- 21 • 2007: 87 Cobalt Death and Injury Incidents, including 3 deaths
22 citing Airbag as component involved.
- 23 • 2008: 106 Cobalt Death and Injury Incidents, including 1
24 death citing Airbag as component involved and 2 deaths citing
25 Unknown component.
- 26 • 2009: 133 Cobalt Death and Injury Incidents, including 1
27 death citing Airbag as component involved, 1 death citing
28 Service Brake as component involved, 1 death citing Steering
as component involved, and 2 deaths citing Unknown
component.

¹⁰ *Id.*

- 2010: 400 Cobalt Death and Injury Incidents, including 2 deaths citing Airbag as component involved, 12 deaths citing Steering as component involved, and 1 death citing Unknown component.
- 2011: 187 Cobalt Death and Injury Incidents, including 2 deaths citing Airbag as component involved, 2 deaths citing Steering as component involved, and 1 citing Unknown component.
- 2012: 157 Cobalt Death and Injury Incidents, including 5 deaths citing Airbag as component involved, and 4 deaths citing Steering as component involved.

74. In April 2006, the GM design engineer who was responsible for the ignition switch in the recalled vehicles, Lead Switch Engineer Ray DeGiorgio, authorized part supplier Delphi to implement changes to fix the ignition switch defect.¹¹ GM stated that the design change “was implemented to increase torque performance in the switch.”¹² However, testing showed that, even with the proposed change, the performance of the ignition switch was *still* below original specifications.¹³

75. The modified ignition switches started to be installed in 2007 model/year vehicles.¹⁴ In what a high-level engineer at Old GM now calls a “cardinal sin” and “an extraordinary violation of internal processes,” Old GM changed the part design *but kept the old part number*.¹⁵ That makes it impossible to determine from the part number alone which GM vehicles produced after 2007 contain the defective ignition switches.

¹¹ General Motors Commodity Validation Sign-Off (Apr. 26, 2006), GMHEC000003201. *See also* GM Mar. 11, 2014 Ltr. to NHTSA, attached chronology at 2.

¹² *Id.*

¹³ Delphi Briefing, Mar. 27, 2014.

¹⁴ GM Mar. 11, 2014 Ltr. to NHTSA, attached chronology at 2.

¹⁵ “‘Cardinal sin’: Former GM engineers say quiet ‘06 redesign of faulty ignition switch was a major violation of protocol.’” *Automotive News* (Mar. 26, 2014).

1 76. At a May 15, 2009 meeting, Old GM engineers (soon to be GM
2 engineers) learned that data in the black boxes of Chevrolet Cobalts showed that the
3 dangerous ignition switch defects existed in hundreds of thousands of Defective
4 Vehicles. But still GM did not reveal the defect to NHTSA, Plaintiffs or the Class.

5 77. After the May 15, 2009 meeting, GM continued to get complaints of
6 unintended shut down and continued to investigate frontal crashes in which the
7 airbags did not deploy.

8 78. After the May 15, 2009 meeting, GM told the families of accident
9 victims and Defective Vehicle owners that it did not have sufficient evidence to
10 conclude that there was any defect in the Defective Vehicles. In one case involving
11 the ignition switch defects, GM threatened to sue the family of an accident victim for
12 reimbursement of its legal fees if the family did not dismiss its lawsuit. In another,
13 GM sent the victim's family a terse letter, saying there was no basis for any claims
14 against GM. These statements were part of GM's campaign of deception.

15 79. In July 2011, GM legal staff and engineers met regarding an
16 investigation of crashes in which the air bags did not deploy. The next month, in
17 August 2011, GM initiated a Field Performance Evaluation ("FPE") to analyze
18 multiple frontal impact crashes involving MY 2005-2007 Chevrolet Cobalt vehicles
19 and 2007 Pontiac G5 vehicles, as well as a review of information related to the Ion,
20 HHR, and Solstice vehicles, and airbag non-deployment.¹⁶

21 80. GM continued to conceal and deny what it privately knew – that the
22 ignition switches in the Defective Vehicles were defective. For example, in May
23 2012, GM engineers tested the torque of the ignition switches in numerous Old GM
24 vehicles.¹⁷ The results from the GM testing showed that the majority of the vehicles
25 tested from the 2003 to 2007 model/years had torque performance at or below 10

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27 ¹⁶ GM Mar. 11, 2014 Ltr. to NHTSA, attached chronology at 2.

28 ¹⁷ GMHEC000221427; *see also* Mar. 11, 2014 Ltr. to NHTSA, attached
chronology).

1 Newton centimeters (“Ncm”), which was below the original design specifications
2 required by GM.¹⁸ Around the same time, high ranking GM personnel continued to
3 internally review the history of the ignition switch issue.¹⁹

4 81. In September 2012, GM had a GM Red X Team Engineer (a special
5 engineer assigned to find the root cause of an engineering design defect) examine the
6 changes between the 2007 and 2008 Chevrolet Cobalt models following reported
7 crashes where the airbags failed to deploy and the ignition switch was found in the
8 “off” or “accessory” position.²⁰

9 82. The next month, in October of 2012, GM engineer Ray DeGiorgio (the
10 lead engineer on the defective ignition switch) sent an email to Brian Stouffer of GM
11 regarding the “2005-7 Cobalt and Ignition Switch Effort,” stating: “If we replaced
12 switches on ALL the model years, i.e., 2005, 2006, 2007 the piece price would be
13 about \$10.00 per switch.”²¹

14 83. The October 2012 email makes clear that GM considered implementing
15 a recall to fix the defective ignition switches in the Chevy Cobalt vehicles, but
16 declined to do so in order to save money.

17 84. In April 2013, GM again *internally* acknowledged that it understood that
18 there was a difference in the torque performance between the ignition switch parts in
19 later model Chevrolet Cobalt vehicles compared with the 2003-2007 model/year
20 vehicles.²²

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25 ¹⁸ *Id.*

26 ¹⁹ GMHEC000221438.

27 ²⁰ Email from GM Field Performance Assessment Engineer to GM Red X Team
28 Engineer (Sept. 6, 2012, 1:29:14 p.m., GMHEC000136204).

²¹ GMHEC000221539.

²² GM Mar. 11, 2014 Ltr. to NHTSA, attached chronology at 4.

1 Q: And why do you have a minimum torque requirement
2 from run to accessory?

3 ...

4 THE WITNESS: It's a design feature that is required. You
5 don't want anything flopping around. You want to be able
6 to control the dimensions and basically provide – one of the
7 requirements in this document talks about having a smooth
8 transition from detent to detent. One of the criticisms – I
9 shouldn't say criticisms. One of the customer complaints
10 we have had in the – and previous to this was he had cheap
11 feeling switches, they were cheap feeling, they were higher
12 effort, and the intent of this design was to provide a smooth
13 actuation, provide a high feeling of a robust design. That
14 was the intent.

15 Q: I assume the intent was also to make sure that when
16 people were using the vehicle under ordinary driving
17 conditions, that if the key was in the run position, it
18 wouldn't just move to the accessory position, correct?

19 ...

20 A: That is correct, but also – it was not intended – *the*
21 *intent was to make the transition to go from run to off with*
22 *relative ease.*²⁶

23 88. Brian Stouffer, in an email to Delphi regarding the ignition switch in the
24 Chevy Cobalt, acknowledged that the ignition switch in early Cobalt vehicles –
25 although bearing the same part number – was different than the ignition switch in
26 later Cobalt vehicles.²⁷ Mr. Stouffer claimed that “[t]he discovery of the plunger and
27 spring change was made aware to GM during a [sic] course of a lawsuit (*Melton v.*
28 *GM*).”²⁸ Delphi personnel responded that GM had authorized the change back in
29 2006 but the part number had remained the same.²⁹

30 89. Eventually, the defect could no longer be ignored or swept under the rug.

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36 ²⁶ GMHEC000138906 (emphasis added).

37 ²⁷ GMHEC000003197.

38 ²⁸ *Id.* See also GMHEC000003156-3180.

39 ²⁹ See GMHEC000003192-93.

1 **C. GM Waited until 2014 to Finally Order a Recall of Some of the Defective**
2 **Vehicles**

3 90. After analysis by GM's Field Performance Review Committee and the
4 Executive Field Action Decision Committee ("EFADC"), the EFADC finally ordered
5 a recall of *some* of the Defective Vehicles on January 31, 2014.

6 91. Initially, the EFADC ordered a recall of only the Chevrolet Cobalt and
7 Pontiac G5 for model years 2005-2007.

8 92. After additional analysis, the EFADC expanded the recall on
9 February 24, 2014, to include the Chevrolet HHR and Pontiac Solstice for model
10 years 2006 and 2007, the Saturn Ion for model years 2003-2007, and the Saturn Sky
11 for model year 2007.

12 93. Most recently, on March 28, 2014, GM expanded the recall a third time,
13 to include Chevrolet Cobalts, Pontiac G5s and Solstices, Saturn Ions and Skys from
14 the 2008 through 2010 model years, and Chevrolet HHRs from the 2008 through
15 2011 model years.

16 94. GM provided dealers with notice of the recalls on February 26, 2014,
17 March 4, 2014, and March 28, 2014, and mailed letters to some of the current owners
18 of the Defective Vehicles on March 10 and March 11, 2014.

19 95. According to GM, the dealers are to replace the ignition switch,
20 presumably with one with sufficient torque to prevent the inadvertent shut down of
21 the ignition, power steering, power brakes, and airbags.

22 96. To date, GM has *not* pledged to remedy the fact that the key and fob in
23 the Defective Vehicles hang dangerously low, leading to an unreasonable risk that the
24 driver's knee will inadvertently shut down the Defective Vehicles during ordinary
25 driving conditions.

26 97. GM has also *not* pledged to remedy the fact that airbags will not deploy
27 as soon as the ignition switch moves from the "run" to the "accessory" or "off"
28 position.

1 98. In a video message addressed to GM employees on March 17, 2014,
2 CEO Mary Barra admitted that the Company had made mistakes and needed to
3 change its processes.

4 99. According to Ms. Barra, “[s]omething went terribly wrong in our
5 processes in this instance, and terrible things happened.” Barra went on to promise,
6 “[w]e will be better because of this tragic situation if we seize this opportunity.”³⁰

7 100. GM now faces investigations by NHTSA, the S.E.C., and at least one
8 State Attorney General, hearings in both the U.S. House and Senate, and a probe by
9 the Department of Justice.

10 101. While GM has now appointed a new Vehicle Safety Chief, on
11 information and belief, at least 2.19 million potentially Defective Vehicles remain on
12 the road to this day.

13 **D. GM Promoted the Defective Vehicles as Safe and Reliable**

14 102. On information and belief, in marketing and advertising materials, GM
15 consistently promoted all its vehicles, including the Defective Vehicles sold after
16 July 5, 2009, as safe and reliable.

17 103. For example, a radio ad that ran from GM’s inception until July 16,
18 2010, stated that “[a]t GM, building quality cars is the most important thing we can
19 do.”

20 104. An online ad for “GM certified” used vehicles that ran from July 6, 2009
21 until April 5, 2010 stated that “GM certified means no worries.”

22 105. Chevrolet brand ran television ads in 2010 showing parents bringing
23 their newborn babies home from the hospital, with the tagline “[a]s long as there are
24 babies, there’ll be Chevys to bring them home.”

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³⁰ “*Something Went ‘Very Wrong’ at G.M., Chief Says.*” N.Y. TIMES (Mar. 18, 2014).

1 106. Another 2010 television ad informed consumers that “Chevrolet’s
2 ingenuity and integrity remain strong, exploring new areas of design and power,
3 while continuing to make some of the safest vehicles on earth.”

4 107. An online national ad campaign for GM in April of 2012 stressed
5 “Safety. Utility. Performance.”

6 108. A national print ad campaign in April of 2013 states that “[w]hen lives
7 are on the line, you need a dependable vehicle you can rely on. Chevrolet and
8 GM...for power, performance and safety.”

9 109. A December 2013 GM testimonial ad stated that “GM has been able to
10 deliver a quality product that satisfies my need for dignity and safety.”

11 110. GM made these and similar representations to boost new and used
12 vehicle sales and maximize profits while knowing that the ignition switches in the
13 Defective Vehicles were defective.

14 111. Throughout the relevant period, GM possessed vastly superior
15 knowledge and information to that of consumers – if not exclusive information –
16 about the design and function of the ignition switches in the Defective Vehicles and
17 the existence of the defects in those vehicles.

18 112. Until recently, GM never informed consumers about the ignition switch
19 defects.

20 **E. The Ignition Switch Defects have Harmed Plaintiffs and the Class**

21 113. The ignition switch defects have caused damage to Plaintiffs and the
22 Class.

23 114. A vehicle purchased, leased, or retained with a serious safety defect is
24 worth less than the equivalent vehicle leased, purchased, or retained without the
25 defect.

26 115. A vehicle purchased, leased, or retained under the reasonable assumption
27 that it is safe is worth more than a vehicle known to be subject to the unreasonable
28 risk of catastrophic accident because of the ignition switch defects.

1 116. Purchasers and lessees of Defective Vehicles after the July 5, 2009,
2 inception of GM paid more for the Defective Vehicles, through a higher purchase
3 price or higher lease payments, than they would have had GM disclosed the ignition
4 switch defects. Plaintiffs and those Class members who purchased new or used
5 Defective Vehicles *after* July 5, 2009, overpaid for their Defective Vehicles as the
6 result of GM’s conduct. Because GM concealed the ignition switch defects, these
7 Plaintiffs did not receive the benefit of the bargain. In addition, the value of all
8 Defective Vehicles has diminished as the result of GM’s deceptive conduct.

9 117. Plaintiffs and *all* Class members are stuck with unsafe vehicles that are
10 now worth less than they would have been but for GM’s failure to disclose and
11 remedy the ignition switch defects.

12 118. In addition, Plaintiffs and *all* Class members are subject to a recall that
13 *does not* fully cure the safety defects. Even if they receive a replacement switch with
14 a stronger detent plunger, their vehicles will *not* be safe from the unreasonable risk of
15 sudden unintended shutdown, with the attendant loss of power steering and other
16 critical safety systems, including an operable airbag. That is because GM has *not*
17 pledged to address either the placement of the ignition switch in the Defective
18 Vehicles *or* the fact that the airbags in the Defective Vehicles become inoperable as
19 soon as the ignition switch turns to the “accessory” or “off” position.

20 119. GM admits to at least 13 deaths resulting from accidents linked to the
21 ignition switch defects in the Defective Vehicles. However, Plaintiffs believe that the
22 actual number is much higher, and that there may have been hundreds of deaths and
23 injuries attributable to the ignition switch defects.

24 120. If GM had timely disclosed the ignition switch defects as required by the
25 TREAD Act, the law of fraudulent concealment, tortious interference with contract
26 and the State consumer protection laws set forth below, all Class members’ vehicles
27 would now be safe to drive, and would be considerably more valuable than they are
28 now. Because of GM’s now highly-publicized campaign of deception, and its

1 belated, piecemeal and ever-expanding recall, so much stigma has attached to the
2 Defective Vehicles that no rational consumer would now purchase a Defective
3 Vehicle – let alone pay what otherwise would have been fair market value for the
4 vehicle.

5 **F. Other Recently Revealed Information Demonstrates a Widespread Pattern**
6 **of Concealing Dangerous Defects at GM and Casts Further Doubt on**
7 **Whether GM is Now Adequately Addressing the Ignition Switch Defects**

8 121. Disturbingly, as set forth below, other recently-revealed information
9 suggests that GM’s egregious mishandling of the ignition switch defects is part of a
10 pattern of concealing dangerous known defects in GM vehicles.

11 122. That pattern of conduct, together with the ever-expanding and piecemeal
12 nature of the recall, calls into further question whether GM is to be trusted when it
13 claims that simply replacing the ignition switch will fully resolve the myriad of issues
14 faced by Defective Vehicle owners as a result of the ignition switch defects.

15 **1. The EPS problem**

16 123. Between 2003 and 2010, first Old GM and then sold in the United States
17 over 1.3 million vehicles with a safety defect that causes the vehicle’s electric power
18 steering (“EPS”) to suddenly fail during ordinary driving conditions and revert back
19 to manual steering, requiring greater effort by the driver to steer the vehicle and
20 increasing the risk of collisions and injuries.

21 124. In 2009, GM assumed Old GM’s obligation to report any known,
22 dangerous defects in GM vehicles, including the defective vehicles, which are
23 affected by the faulty EPS. And, as with the ignition switch defects, GM was aware
24 of the EPS problem

25 125. When the EPS fails, a message appears on the vehicle’s dashboard, and
26 a chime sounds to inform the driver. Although steering control can be maintained
27 through manual steering, greater driver effort is required, and the risk of an accident
28 is increased.

1 126. In 2010, GM first recalled Chevy Cobalt and Pontiac G5 models for
2 these EPS issues, yet it did *not* recall the many other vehicles that had the very same
3 faulty EPS.

4 127. Documents released by the National Highway Traffic Safety
5 Administration (“NHTSA”) show that GM waited years to recall nearly 335,000
6 Saturn Ions for EPS failure – despite receiving nearly 4,800 consumer complaints and
7 more than 30,000 claims for warranty repairs. That translates to a complaint rate of
8 14.3 incidents per thousand vehicles and a warranty claim rate of 9.1 percent. By
9 way of comparison, NHTSA has described as “high” a complaint rate of 250
10 complaints per 100,000 vehicles.³¹ Here, the rate translates to 1430 complaints per
11 100,000 vehicles.

12 128. In response to the consumer complaints, in September 2011 NHTSA
13 opened an investigation into the EPS defect in Saturn Ions.

14 129. NHTSA database records show complaints from Ion owners as early as
15 June 2004, with the first injury reported in May 2007.

16 130. NHTSA linked approximately 12 crashes and two injuries to the EPS
17 defect in the Ions.

18 131. In 2011, GM missed yet another opportunity to recall the additional
19 vehicles with faulty EPS when CEO Mary Barra – then head of product
20 development – was advised by engineer Terry Woychowski that there was a serious
21 power steering issue in Saturn Ions. Ms. Barra was also informed of the ongoing
22 NHTSA investigation. At the time, NHTSA reportedly came close to concluding that
23 Saturn Ions should have been included in GM’s 2005 steering recall of Cobalt and G5
24 vehicles.

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³¹ See http://www-odi.nhtsa.dot.gov/cars/problems/defect/-results.cfm?action_number=EA06002&SearchType=QuickSearch&summary=true.

1 132. Yet GM took no action for four years. It wasn't until March 31, 2014,
2 that GM finally recalled the approximately 1.3 million vehicles in the United States
3 affected by the EPS defect.

4 133. After announcing the March 31, 2014 recall, Jeff Boyer, GM's Vice
5 President of Global Vehicle Safety, acknowledged that GM recalled some of these
6 same vehicle models previously for the *same issue*, but that GM "did not do enough."

7 **2. Airbag problems caused by defective wiring harnesses**

8 134. From 2007 until at least 2013, first Old GM and then GM sold nearly 1.2
9 million vehicles throughout the United States that have defective wiring harnesses.
10 Increased resistance in the wiring harnesses of driver and passenger seat-mounted,
11 side-impact air bag ("SIAB") in the affected vehicles may cause the SIABs, front
12 center airbags, and seat belt pretensioners to not deploy in a crash. The vehicles'
13 failure to deploy airbags and pretensioners in a crash increases the risk of injury and
14 death to the drivers and front-seat passengers.

15 135. In 2009, GM assumed Old GM's obligation to report any known,
16 dangerous defects in GM vehicles, including those affected by the faulty airbag
17 components. Once again, GM knew of the dangerous airbag defect from the date of
18 its inception on July 5, 2009.

19 136. As the wiring harness connectors in the SIABs corrode or loosen over
20 time, resistance will increase. The airbag sensing system will interpret this increase
21 in resistance as a fault, which then triggers illumination of the "SERVICE AIR BAG"
22 message on the vehicle's dashboard. This message may be intermittent at first and
23 the airbags and pretensioners will still deploy. But over time, the resistance can build
24 to the point where the SIABs, pretensioners, and front center airbags will not deploy
25 in the event of a collision.³²

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28 ³² See GM Notice to NHTSA dated March 17, 2014, at 1.

1 137. The problem apparently arose when GM made the switch from using
2 gold-plated terminals to connect its wire harnesses to cheaper tin terminals in 2007.³³

3 138. In June 2008, Old GM noticed increased warranty claims for airbag
4 service on certain of its vehicles and determined it was due to increased resistance in
5 airbag wiring. After analysis of the tin connectors in September 2008, Old GM
6 determined that corrosion and wear to the connectors was causing the increased
7 resistance in the airbag wiring. It released a technical service bulletin on
8 November 25, 2008, for 2008-2009 Buick Enclaves, 2009 Chevy Traverse, 2008-
9 2009 GMC Acadia, and 2008-2009 Saturn Outlook models, instructing dealers to
10 repair the defect by using Nyogel grease, securing the connectors, and adding slack to
11 the line. Old GM also began the transition back to gold-plated terminals in certain
12 vehicles. At that point, Old GM suspended all investigation into the defective airbag
13 wiring and took no further action.³⁴

14 139. In November 2009, GM learned of similar reports of increased airbag
15 service messages in 2010 Chevy Malibu and 2010 Pontiac G6 vehicles. After
16 investigation, GM concluded that corrosion and wear in the same tin connector was
17 the root of the airbag problems in the Malibu and G6 models.³⁵

18 140. In January 2010, after review of the Malibu and G6 airbag connector
19 issues, GM concluded that ignoring the service airbag message could increase the
20 resistance such that an SIAB might not deploy in a side impact collision. On May 11,
21 2010, GM issued a Customer Satisfaction Bulletin for the Malibu and G6 models and
22 instructed dealers to secure both front seat-mounted, side-impact airbag wire
23 harnesses and, if necessary, reroute the wire harness.³⁶

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27 ³⁴ See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 1-2.

28 ³⁵ See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 2.

³⁶ See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 2.

1 141. From February to May 2010, GM revisited the data on vehicles with
2 faulty harness wiring issues, and noted another spike in the volume of the airbag
3 service warranty claims. This led GM to conclude that the November 2008 bulletin
4 was “not entirely effective in correcting the [wiring defect present in the vehicles].”
5 On November 23, 2010, GM issued another Customer Satisfaction Bulletin for certain
6 2008 Buick Enclave, 2008 Saturn Outlook, 2008 GMC Acadia, models built from
7 October 2007 to March 2008, instructing dealers to secure SIAB harnesses and re-
8 route or replace the SIAB connectors.³⁷

9 142. GM issued a revised Customer Service Bulletin on February 3, 2011,
10 requiring replacement of the front seat-mounted side impact airbag connectors in the
11 same faulty vehicles in the November 2010 bulletin. In July 2011, GM again
12 replaced its connector, this time with a Tyco-manufactured connector featuring a
13 silver sealed terminal.³⁸

14 143. But in 2012 GM noticed another spike in the volume of warranty claims
15 relating to SIAB connectors in vehicles built in the second half of 2011. After further
16 analysis of the Tyco connectors, it discovered that inadequate crimping of the
17 connector terminal was causing increased system resistance. In response, GM issued
18 an internal bulletin for 2011-12 Buick Enclave, Chevy Traverse, and GMC Acadia
19 models, recommending dealers repair affected vehicles by replacing the original
20 connector with a new sealed connector.³⁹

21 144. The defect was still uncured, however, because in 2013 GM again
22 marked an increase in service repairs and buyback activity due to illuminated airbag
23 service lights. On October 4, 2013, GM opened an investigation into airbag
24 connector issues in 2011-2013 Buick Enclave, Chevy Traverse, and GMC Acadia
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27 ³⁷ See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 3.

28 ³⁸ See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 3.

³⁹ See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 4.

1 models. The investigation revealed an increase in warranty claims for vehicles built
2 in late 2011 and early 2012.⁴⁰

3 145. On February 10, 2014, GM concluded that corrosion and crimping issues
4 were again the root cause of the airbag problems.⁴¹

5 146. GM initially planned to issue a less-urgent Customer Satisfaction
6 Program to address the airbag flaw in the 2010-2013 Defective Vehicles. But it
7 wasn't until a call with NHTSA on March 14, 2014, that GM finally issued a full-
8 blown safety recall on the vehicles with the faulty harness wiring – years after it first
9 learned of the defective airbag connectors, after four investigations into the defect,
10 and after issuing at least six service bulletins on the topic. The recall as first approved
11 covered only 912,000 vehicles, but on March 16, 2014, it was increased to cover
12 approximately 1.2 million vehicles.⁴²

13 147. On March 17, 2014, GM issued a recall for 1,176,407 vehicles
14 potentially afflicted by the defective airbag system. The recall instructs dealers to
15 remove driver and passenger SIAB connectors and splice and solder the wires
16 together.⁴³

17 **V. TOLLING OF THE STATUTES OF LIMITATION**

18 148. All applicable statutes of limitation have been tolled by GM's knowing
19 and active fraudulent concealment and denial of the facts alleged herein. Plaintiffs
20 and Class members did not discover, and did not know of facts that would have
21 caused a reasonable person to suspect, that GM did not report information within its
22 knowledge to federal authorities (including NHTSA), its dealerships or consumers,
23 nor would a reasonable and diligent investigation have disclosed that GM had
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26 ⁴⁰ See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 4.

27 ⁴¹ See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 5.

28 ⁴² See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 5.

⁴³ See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 5.

1 information in its possession about the existence and dangerousness of the defect and
2 opted to conceal that information until shortly before this action was filed.

3 149. Ever since its inception on July 5, 2009, GM has been under a continuing
4 duty to disclose to NHTSA, its dealerships, Plaintiffs, and the Class the true character,
5 quality, and nature of the Defective Vehicles; that this defect is based on dangerous,
6 inadequate, and defective design and/or substandard materials; and that it will require
7 repair, poses a severe safety concern, and diminishes the value of the Defective
8 Vehicles.

9 150. Because of the active concealment by GM, any and all limitations
10 periods otherwise applicable to Plaintiffs' claims have been tolled.

11 **VI. FROM THE DATE OF ITS INCEPTION, GM OWED A DUTY TO**
12 **DISCLOSE AND NOT TO CONCEAL THE IGNITION SWITCH DEFECTS IN**
13 **THE DEFECTIVE VEHICLES**

14 151. Regardless of whether GM or Old GM manufactured or sold a particular
15 Defective Vehicle to a particular Class member, GM is responsible for *its own*
16 actions with respect to *all* the Defective Vehicles, and the resulting harm to Class
17 members that occurred as the result of GM's acts and omissions. Simply put, GM
18 was aware of serious safety defects, and it also knew that Defective Vehicle owners
19 were unaware of the defect. Under these circumstances, GM had the clear duty to
20 disclose and not conceal the ignition switch defects to Plaintiffs and the Class –
21 regardless of when they acquired their Defective Vehicles.

22 152. GM's obligations stem from several different sources, including, but not
23 limited to: (i) the obligations it explicitly assumed under the TREAD Act to promptly
24 report any safety defect to Defective Vehicle owners and to NHTSA so that
25 appropriate remedial action could occur; (ii) the duty it had under the law of
26 fraudulent concealment and tortious interference with contract, as pleaded below; (iii)
27 the duty it had under the State consumer protection laws, as pleaded below; and (iv)
28 the general legal principle embodied in § 324A of the Restatement (Second) of Torts,
("Liability To Third Person For Negligent Performance Of Undertaking").

1 153. In acquiring Old GM, GM expressly assumed the obligations to make all
2 required disclosures under the TREAD Act with respect to all the Defective Vehicles.
3 Under the TREAD Act, if it is determined that vehicle has a safety defect, the
4 manufacturer must promptly notify vehicle owners, purchasers and dealers of the
5 defect, and may be ordered to remedy the defect. 49 U.S.C. § 30118(b)(2)(A) & (B).

6 154. Under the TREAD Act, manufacturers must also file a report with
7 NHTSA within five working days of discovering “a defect in a vehicle or item of
8 equipment has been determined to be safety related, or a noncompliance with a motor
9 vehicle safety standard has been determined to exist.” 49 C.F.R. § 573.6(a) & (b). At
10 a minimum, the report to NHTSA must include: the manufacturer’s name; the
11 identification of the vehicles or equipment containing the defect, including the make,
12 line, model year and years of manufacturing; a description of the basis for
13 determining the recall population; how those vehicles differ from similar vehicles that
14 the manufacturer excluded from the recall; and a description of the defect. 49 C.F.R.
15 § 276.6(b), (c)(1), (c)(2), & (c)(5).

16 155. The manufacturer must also promptly inform NHTSA regarding: the
17 total number of vehicles or equipment potentially containing the defect; the
18 percentage of vehicles estimated to contain the defect; a chronology of all principal
19 events that were the basis for the determination that the defect related to motor
20 vehicle safety, including a summary of all warranty claims, field or service reports,
21 and other information, with its dates of receipt; and a description of the plan to
22 remedy the defect. 49 C.F.R. § 276.6(b) & (c).

23 156. It cannot be disputed that GM assumed a duty to all Defective Vehicle
24 owners under the TREAD Act, and that it violated this duty.

25 157. Under § 324A of the *Restatement*, an entity that undertakes to render
26 services to another which he should recognize as necessary for the protection of a
27 third person or his things, is subject to liability for harm to the third person resulting
28 from the failure to exercise reasonable care to protect the undertaking if (a) the failure

1 to establish reasonable care increases the risk of such harm...” While the doctrine
2 grew up in the context of physical harm, it also applies to economic loss, such as that
3 suffered by Plaintiffs and the Class.

4 158. *Restatement* § 324A applies to an undertaking which is purely gratuitous,
5 and it applies with even greater force here, where GM is receiving substantial
6 remuneration for its undertaking in relation to its dealerships’ service centers. GM
7 provides parts for the Defective Vehicles as they are serviced at its dealerships, and
8 receives substantial revenue from dealerships relating to the servicing of Defective
9 Vehicles. It also receives an additional benefit in that many of the people who own
10 these vehicles will eventually sell or trade in their old vehicles for new ones.
11 Consumers using GM service centers and buying GM replacement parts necessarily
12 rely upon GM to advise its dealerships of defects, notify its dealerships of safety
13 related issues, provide its dealerships with accurate and up to date information and
14 enable them to remedy defects. GM’s failure to carry out these obligations has
15 increased the risk of harm to owners of Defective Vehicles, who regularly have their
16 vehicles inspected and serviced at GM dealerships and rely upon representations that
17 the vehicles are safe and free of defects.

18 159. GM’s dealerships pass along GM replacement parts, and they also rely
19 on GM’s expertise regarding how the vehicles should be maintained, and what
20 conditions are necessary for the dealer to conclude that the vehicles are in proper
21 working order at the time they are inspected, serviced and released back to the owner.
22 The dealerships rely on GM’s assurances of safety, that GM will tell them about
23 safety related problems that come to GM’s attention, and that GM will pass along
24 knowledge of defects and how to address them. Dealers servicing the Defective
25 Vehicles rely on GM’s representations that the vehicles and their component parts
26 and safety features will function correctly if certain conditions are met when the
27 vehicles are inspected and serviced, as do the consumers who go to a GM dealership
28 for repairs. GM’s breach of its obligations to its dealerships has resulted in harm to

1 Plaintiffs and the Class.

2
3 **VII. CLASS ALLEGATIONS**

4 **A. The Nationwide Class and Subclass**

5 160. Under Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil
6 Procedure, Plaintiffs bring this action on behalf of themselves and a Class initially
7 defined as follows (the “Nationwide Class”):

8 During the fullest period allowed by law, all persons in the
9 United States who own or lease, or who sold after March 1,
10 2014, one or more of the following GM vehicles: 2003-
11 2010 Saturn Ion; 2005-2010 Chevrolet Cobalt; 2007-2010
12 Pontiac G5; 2006-2011 Chevrolet HHR; 2006-2010 Pontiac
13 Solstice; and 2007-2010 Saturn Sky (“Defective Vehicles”).
14 To the extent warranted, the list of Defective Vehicles list
15 will be supplemented to include other GM vehicles that
16 have the defective ignition switches, which inadvertently
17 turn off the engine and vehicle electrical systems during
18 ordinary driving conditions.

19 161. Plaintiffs also bring a claim on behalf of themselves and a Class initially
20 defined as follows (the “Tortious Interference Subclass”):

21 During the fullest period allowed by law, all persons in the
22 United States who own or lease, or who sold after March 1,
23 2014, one or more Defective Vehicles that they had serviced
24 or repaired by one or more GM dealerships on or after July
25 5, 2009.

26 **B. State Classes**

27 162. Plaintiffs also allege statewide class action claims (“State Classes”).
28 These Classes are defined as follows:

During the fullest period allowed by law all persons or
entities in the **State of California** who either (i) own or
lease one or more Defective Vehicle(s) or (ii) sold a
Defective Vehicle on or after March 1, 2014.

During the fullest period allowed by law, all persons or
entities in the **State of Alabama** who either (i) own or lease
one or more Defective Vehicle(s) or (ii) sold a Defective
Vehicle on or after March 1, 2014.

During the fullest period allowed by law, all persons or
entities in the **State of Colorado** who either (i) own or lease

1 one or more Defective Vehicle(s) or (ii) sold a Defective
2 Vehicle on or after March 1, 2014.

3 During the fullest period allowed by law, all persons or
4 entities in the **State of Connecticut** who either (i) own or
5 lease one or more Defective Vehicle(s) or (ii) sold a
6 Defective Vehicle on or after March 1, 2014.

7 During the fullest period allowed by law, all persons or
8 entities in the **State of Florida** who either (i) own or lease
9 one or more Defective Vehicle(s) or (ii) sold a Defective
10 Vehicle on or after March 1, 2014.

11 During the fullest period allowed by law, all persons or
12 entities in the **State of Georgia** who either (i) own or lease
13 one or more Defective Vehicle(s) or (ii) sold a Defective
14 Vehicle on or after March 1, 2014.

15 During the fullest period allowed by law, all persons or
16 entities in the **State of Illinois** who either (i) own or lease
17 one or more Defective Vehicle(s) or (ii) sold a Defective
18 Vehicle on or after March 1, 2014.

19 During the fullest period allowed by law, all persons or
20 entities in the **State of Maryland** who either (i) own or
21 lease one or more Defective Vehicle(s) or (ii) sold a
22 Defective Vehicle on or after March 1, 2014.

23 During the fullest period allowed by law, all persons or
24 entities in the **Commonwealth of Massachusetts** who
25 either (i) own or lease one or more Defective Vehicle(s) or
26 (ii) sold a Defective Vehicle on or after March 1, 2014.

27 During the fullest period allowed by law, all persons or
28 entities in the **State of Michigan** who either (i) own or
lease one or more Defective Vehicle(s) or (ii) sold a
Defective Vehicle on or after March 1, 2014.

During the fullest period allowed by law, all persons or
entities in the **State of New Jersey** who either (i) own or
lease one or more Defective Vehicle(s) or (ii) sold a
Defective Vehicle on or after March 1, 2014.

During the fullest period allowed by law, all persons or
entities in the **State of New Mexico** who either (i) own or
lease one or more Defective Vehicle(s) or (ii) sold a
Defective Vehicle on or after March 1, 2014.

During the fullest period allowed by law, all persons or
entities in the **State of New York** who either (i) own or
lease one or more Defective Vehicle(s) or (ii) sold a
Defective Vehicle on or after March 1, 2014.

During the fullest period allowed by law, all persons or
entities in the **State of Ohio** who either (i) own or lease one

1 or more Defective Vehicle(s) or (ii) sold a Defective
2 Vehicle on or after March 1, 2014.

3 During the fullest period allowed by law, all persons or
4 entities in the **State of Oklahoma** who either (i) own or
5 lease one or more Defective Vehicle(s) or (ii) sold a
6 Defective Vehicle on or after March 1, 2014.

7 During the fullest period allowed by law, all persons or
8 entities in the **State of Texas** who either (i) own or lease
9 one or more Defective Vehicle(s) or (ii) sold a Defective
10 Vehicle on or after March 1, 2014.

11 During the fullest period allowed by law, all persons or
12 entities in the **State of Wisconsin** who either (i) own or
13 lease one or more Defective Vehicle(s) or (ii) sold a
14 Defective Vehicle on or after March 1, 2014.

15 163. Excluded from each Class are Old GM and GM, their employees, co-
16 conspirators, officers, directors, legal representatives, heirs, successors and wholly or
17 partly owned subsidiaries or affiliates of GM; class counsel and their employees; and
18 the judicial officers and their immediate family members and associated court staff
19 assigned to this case, and all persons within the third degree of relationship to any
20 such persons.

21 164. Plaintiffs are informed and believe that there are at least 2.1 million
22 Defective Vehicles nationwide and thousands of Defective Vehicles in each State
23 where a State Class claim is pled. Individual joinder of all Class members is
24 impracticable.

25 165. The Class expressly disclaims any recovery in this action for physical
26 injury resulting from the ignition switch defects. But the increased risk of injury from
27 the ignition switch defects serves as an independent justification for the relief sought
28 by Plaintiffs and the Class.

166. The Class can be readily identified using registration records, sales
records, production records, and other information kept by GM or third parties in the
usual course of business and within their control.

167. Questions of law and fact are common to the Class and predominate over
questions affecting only individual members, including the following:

- 1 a. Whether the Defective Vehicles suffer from ignition switch
- 2 defects;
- 3 b. Whether GM concealed the defects;
- 4 c. Whether GM misrepresented that the Defective Vehicles were
- 5 safe;
- 6 d. Whether GM engaged in fraudulent concealment;
- 7 e. Whether GM tortiously interfered with the contracts between its
- 8 dealerships and Defective Vehicle Owners;
- 9 f. Whether GM engaged in unfair, deceptive, unlawful and/or
- 10 fraudulent acts or practices in trade or commerce by failing to disclose that the
- 11 Defective Vehicles were designed, manufactured, and sold with defective ignition
- 12 switches;
- 13 g. Whether the alleged conduct by GM violated laws as Plaintiffs
- 14 allege;
- 15 h. Whether GM's unlawful, unfair, and/or deceptive practices
- 16 harmed Plaintiffs and the members of the Class;
- 17 i. Whether Plaintiffs and the members of the Class are entitled to
- 18 equitable and/or injunctive relief; and
- 19 j. Whether any or all applicable limitations periods are tolled by acts
- 20 of fraudulent concealment.

21 168. Plaintiffs' claims are typical of the claims of the Class members, and
22 arise from the same course of conduct by GM. The relief Plaintiffs seek is typical of
23 the relief sought for the absent Class members.

24 169. Plaintiffs will fairly and adequately represent and protect the interests of
25 all absent Class members. Plaintiffs are represented by counsel competent and
26 experienced in product liability, consumer protection, and class action litigation.

27 170. A class action is superior to other available methods for the fair and
28 efficient adjudication of this controversy, since joinder of all the individual Class

1 members is impracticable. Because the damages suffered by each individual Class
2 member may be relatively small, the expense and burden of individual litigation
3 would make it very difficult or impossible for individual Class members to redress the
4 wrongs done to each of them individually, and the burden imposed on the judicial
5 system would be enormous.

6 171. The prosecution of separate actions by the individual Class members
7 would create a risk of inconsistent or varying adjudications for individual Class
8 members, which would establish incompatible standards of conduct for GM. The
9 conduct of this action as a class action presents far fewer management difficulties,
10 conserves judicial resources and the parties' resources, and protects the rights of each
11 Class member.

12 172. Plaintiffs are not aware of any obstacles likely to be encountered in the
13 management of this action that would preclude its maintenance as a class action.
14 Plaintiffs anticipate providing appropriate notice to be approved by the Court after
15 discovery into the size and nature of the Class.

16 VIII. CAUSES OF ACTION

17 A. Nationwide Class Claims

18 COUNT I

19 FRAUDULENT CONCEALMENT

20 173. Plaintiffs and the Class incorporate by reference each preceding and
21 following paragraph as though fully set forth at length herein.

22 174. This claim is brought on behalf of the Nationwide Class.

23 175. GM concealed and suppressed material facts concerning the ignition
24 switch defects.

25 176. GM had a duty to disclose the ignition switch defects because they were
26 known and/or accessible only to GM who had superior knowledge and access to the
27 facts, and GM knew they were not known to or reasonably discoverable by Plaintiffs
28 and the Class. These omitted and concealed facts were material because they directly

1 impact the safety of the Defective Vehicles. Whether an ignition switch was designed
2 and manufactured with appropriate safeguards is a material safety concern.

3 177. GM actively concealed and/or suppressed these material facts, in whole
4 or in part, to protect their profits and avoid a costly recall, and they did so at the
5 expense of Plaintiffs and the Class.

6 178. On information and belief, GM has still not made full and adequate
7 disclosure and continues to defraud Plaintiffs and the Class and conceal material
8 information regarding the defects that exist in the Defective Vehicles and other GM
9 vehicles.

10 179. Plaintiffs and the Class were unaware of these omitted material facts and
11 would not have acted as they did if they had known of the concealed and/or
12 suppressed facts. Plaintiffs' and the Class's actions were justified. GM was in
13 exclusive control of the material facts and such facts were not known to the public,
14 Plaintiffs, or the Class.

15 180. Because of the concealment and/or suppression of the facts, Plaintiffs
16 and the Class sustained damage because they own vehicles that diminished in value as
17 a result of GM's concealment of, and failure to timely disclose, the ignition switch
18 defects.

19 181. Those Class members who purchased new or used Defective Vehicles
20 after July 5, 2009, either would have paid less for the vehicles or would not have
21 purchased them at all. They did not receive the benefit of their bargain as a result of
22 the fraudulent concealment of GM.

23 182. The value of all Class members' vehicles has diminished as a result of
24 GM's fraudulent concealment of the ignition switch defect which has greatly
25 tarnished the Defective Vehicles and made any reasonable consumer reluctant to
26 purchase any of the Defective Vehicles, let alone pay what otherwise would have
27 been fair market value for the vehicles.

28

1 183. GM's acts were done maliciously, oppressively, deliberately, with intent
2 to defraud, and in reckless disregard of Plaintiffs' and the Class's rights and well-
3 being to enrich GM. GM's conduct warrants an assessment of punitive damages in an
4 amount sufficient to deter such conduct in the future, which amount is to be
5 determined according to proof.

6 **COUNT II**

7 **TORTIOUS INTERFERENCE WITH CONTRACT**

8 184. Plaintiffs bring this claim solely on behalf of Nationwide Class members
9 who had their Defective Vehicles serviced or repaired by GM dealerships on or after
10 July 5, 2009 (the "Tortious Interference Subclass," in this Count referred to as the
11 "Class").

12 185. Plaintiffs incorporate by reference and reallege each preceding and
13 following paragraph as though set forth fully herein.

14 186. The Defective Vehicles of Plaintiffs and the Class were each either
15 serviced or repaired under contracts with GM dealerships. Under those contracts, the
16 GM dealerships were required to service, repair and inspect the Defective Vehicles
17 and ensure that any safety defects were repaired, or that at a minimum Defective
18 Vehicle owners were apprised of safety defects and advised of the means and cost of
19 repairing any such defects.

20 187. GM was aware that its dealerships were servicing and repairing
21 Defective Vehicles, and that those dealerships relied on GM to advise them of any
22 known safety defects in the vehicles so that the dealerships were able to perform their
23 obligations under their contracts with the vehicle owners. GM educated and advised
24 dealerships on the proper course to take in evaluating and servicing vehicles. On
25 information and belief, in repairing and servicing GM vehicles, GM dealerships
26 follow protocols set by GM and those did not contain the proper information and
27 procedures to identify and repair the problems resulting from the ignition switch
28 defects.

1 188. GM was aware of the ignition switch defects from the date of its
2 inception on July 5, 2009, but chose not to inform its dealerships of nature and extent
3 of the defects in order to avoid the substantial cost and negative publicity of a
4 recall. GM knew that, by so concealing its knowledge of the ignition switch defects,
5 it would cause its dealerships to return serviced and repaired Defective Vehicles to
6 their owners without having repaired the defects.

7 189. GM's intentional concealment of the ignition switch defects from its
8 dealerships caused its dealerships to breach their service and repair agreements with
9 Defective Vehicle owners.

10 190. As intended, GM profited from its dealerships' servicing and provision
11 of parts to Defective Vehicle owners.

12 191. As a result of GM's intentional concealment of the ignition switch
13 defects from its dealerships, Plaintiffs and the Class suffered damages. Their vehicles
14 remained defective, and have now suffered significant diminishment in value because
15 the dealers did not effectively service and/or repair Defective Vehicles as they were
16 required to do under their contracts with Defective Vehicle owners.

17 192. Plaintiffs and the Class accordingly seek the difference in value between
18 their vehicles in their defective state and what the value would have been had GM's
19 dealerships remedied the ignition switch defect as they were obligated to do under
20 their contracts with Class members.

21 193. GM's acts were done maliciously, oppressively, deliberately, with intent
22 to defraud, and in reckless disregard of Plaintiffs' and the Class's rights and well-
23 being to enrich GM. GM's conduct was particularly egregious as it continued to reap
24 profits from Defective Vehicle owners while concealing its knowledge of the costly
25 and dangerous ignition switch defects that placed Defective Vehicle owners, their
26 passengers, other drivers and their passengers at significant risk and thereby
27 evidenced a blatant disregard for the rights of Defective Vehicle owners.
28 Accordingly, Plaintiffs seek punitive damages in an amount to be determined at trial.

1 194. Plaintiffs also seek whatever other remedies deemed appropriate by the
2 Court.

3 **B. State Class Claims**

4 **CALIFORNIA**
5 **COUNT I**
6 **VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT**
7 **(CAL. CIV. CODE § 1750, *et seq.*)**

8 195. Plaintiffs Deanna Dinco, David Butler, and Curtis Blinsmon, (in this
9 Count referred to as “Plaintiffs.”) bring this claim solely on behalf of Class members
10 who are residents of California (the “California State Class,” in this Count referred to
11 as the “Class”).

12 196. Plaintiffs reallege and incorporate by reference all paragraphs as though
13 fully set forth herein.

14 197. GM is a “person” under CAL. CIV. CODE § 1761(c).

15 198. Plaintiffs are “consumers,” as defined by CAL. CIVIL CODE § 1761(d),
16 who purchased or leased one or more Defective Vehicles.

17 199. GM engaged in unfair or deceptive acts or practices that violated CAL.
18 CIV. CODE § 1750, *et seq.*, as described above and below.

19 200. Under the TREAD Act, 49 U.S.C. §§ 30101, *et seq.*, and its
20 accompanying regulations, if a manufacturer learns that a vehicle contains a defect
21 and that defect is related to motor vehicle safety, the manufacturer must disclose the
22 defect. 49 U.S.C. § 30118(c)(1) & (2).

23 201. In acquiring Old GM, GM expressly assumed the obligations to make all
24 required disclosures under the TREAD Act with respect to all the Defective Vehicles.

25 202. Under the TREAD Act, if it is determined that a vehicle has a safety
26 defect, the manufacturer must promptly notify vehicle owners, purchasers and dealers
27
28

1 of the defect, and may be ordered to remedy the defect. 49 U.S.C. § 30118(b)(2)(A)
2 & (B).

3 203. Under the TREAD Act, manufacturers must also file a report with
4 NHTSA within five working days of discovering “a defect in a vehicle or item of
5 equipment has been determined to be safety related, or a noncompliance with a motor
6 vehicle safety standard has been determined to exist.” 49 C.F.R. § 573.6(a) & (b). At
7 a minimum, the report to NHTSA must include: the manufacturer’s name; the
8 identification of the vehicles or equipment containing the defect, including the make,
9 line, model year and years of manufacturing; a description of the basis for
10 determining the recall population; how those vehicles differ from similar vehicles that
11 the manufacturer excluded from the recall; and a description of the defect. 49 C.F.R.
12 § 276.6(b), (c)(1), (c)(2), & (c)(5).

13 204. The manufacturer must also promptly inform NHTSA regarding: the
14 total number of vehicles or equipment potentially containing the defect; the
15 percentage of vehicles estimated to contain the defect; a chronology of all principal
16 events that were the basis for the determination that the defect related to motor
17 vehicle safety, including a summary of all warranty claims, field or service reports,
18 and other information, with its dates of receipt; and a description of the plan to
19 remedy the defect. 49 C.F.R. § 276.6(b) & (c).

20 205. The TREAD Act provides that any manufacturer who violates 49 U.S.C.
21 § 30166 must pay a civil penalty to the U.S. Government. The current penalty “is
22 \$7,000 per violation per day,” and the maximum penalty “for a related series of daily
23 violations is \$17,350,000.” 49 C.F.R. § 578.6(c).

24 206. From the date of its inception on July 5, 2009, GM knew of the ignition
25 switch problem both because of the knowledge of Old GM personnel who remained
26 at GM and continuous reports and internal investigation right up until the present.
27
28

1 207. GM admits the defect in the ignition switch has been linked to at least 13
2 accident-related fatalities. But other sources have reported that hundreds of deaths
3 and serious injuries are linked to the faulty ignition switches.

4 208. Despite being aware of the ignition switch defects ever since its creation
5 on July 5, 2009, GM waited until February 7, 2014, before finally sending a letter to
6 NHTSA confessing its knowledge of the ignition switch defects which could cause
7 the vehicles to lose power, and in turn cause the airbags not to deploy. GM initially
8 identified two vehicle models, along with the corresponding model years, affected by
9 the defect – the 2005-2007 Chevrolet Cobalt and the 2007 Pontiac G5. On
10 February 25, 2014, GM amended its letter to include four additional vehicles, the
11 2006-2007 Chevrolet HHR, 2006-2007 Pontiac Solstice, 2003-2007 Saturn Ion, and
12 the 2007 Saturn Sky. In late March 2014, GM added later model-year Ions and
13 Cobalts (through 2010), HHRs through 2011, and Skys through 2010.

14 209. By failing to disclose and by actively concealing the ignition switch
15 defect, and by selling vehicles while violating the TREAD Act and through its other
16 conduct as alleged herein, GM engaged in deceptive business practices prohibited by
17 the CLRA, CAL. CIV. CODE § 1750, *et seq.*

18 210. GM failed for many years to inform NHTSA about known defects in the
19 Defective Vehicles' ignition system. Consequently, the public, including Plaintiffs
20 and the Class, received no notice of the ignition switch defects, that the defect could
21 disable multiple electrical functions including power steering and power brakes, or
22 that the defect could cause the airbags not to deploy and seatbelt pretensioners not to
23 trigger in an accident.

24 211. GM knew that the ignition switch had a defect that could cause a
25 vehicle's engine to lose power without warning, and that when the engine lost power
26 there was a risk that electrical functions would fail and that the airbags would not
27 deploy and the seatbelt pretensioners would not trigger. Yet GM failed to inform
28

1 NHTSA or warn Plaintiffs or the public about these inherent dangers despite having a
2 duty to do so.

3 212. GM owed Plaintiffs and the Class a duty to comply with the TREAD Act
4 and disclose the defective nature of the Defective Vehicles, including the ignition
5 switch defect and accompanying loss of power and failure of the airbags to deploy,
6 because GM:

7 a. Possessed exclusive knowledge of the ignition switch defects
8 rendering the Defective Vehicles inherently more dangerous and unreliable than
9 otherwise similar vehicles; and

10 b. Intentionally concealed the hazardous situation with the Defective
11 Vehicles by failing to comply with the TREAD Act, which required the disclosure of
12 the ignition switch defects.

13 213. Defective Vehicles equipped with the faulty ignition switch pose an
14 unreasonable risk of death or serious bodily injury to Plaintiffs, passengers, other
15 motorists, and pedestrians, because they are susceptible to sudden loss of power
16 resulting in the loss of power steering and power brakes and failure of the airbags to
17 deploy.

18 214. GM's unfair or deceptive acts or practices were likely to and did in fact
19 deceive reasonable consumers, including Plaintiffs, about the true safety and
20 reliability of the Defective Vehicles.

21 215. Because of its violations of the CLRA detailed above, GM caused actual
22 damage to Plaintiffs and, if not stopped, will continue to harm Plaintiffs and the
23 Class. Plaintiffs and the Class members currently own or lease Defective Vehicles
24 that are defective and inherently unsafe. These violations caused the diminution in
25 value of Plaintiffs' vehicles which are now worth less than they would have been had
26 GM timely disclosed the defects. Because GM fraudulently concealed the defects,
27 resulting in a raft of negative publicity once the defects finally began to be disclosed,
28 the value of the Defective Vehicles has greatly diminished. No rational consumer

1 would purchase the Defective Vehicles in light of the stigma attached to those
2 vehicles by GM's conduct.

3 216. Had GM timely disclosed the ignition switch defects, the issue would
4 have been resolved years ago and the value of Plaintiffs' Defective Vehicles would
5 not now be diminished.

6 217. Further, Class members who purchased or leased new or used Defective
7 Vehicles after on or July 5, 2009, did not receive the benefit of their bargain as a
8 result of GM's unfair and deceptive conduct in violation of the TREAD Act and the
9 CLRA. Had these Class members been aware of the ignition switch defects they
10 would have either paid less for their vehicles or would not have purchased the
11 vehicles.

12 218. Moreover, notwithstanding its obligations under the TREAD Act and the
13 CLRA, GM has not yet disclosed that the low placement of the ignition column and
14 the fact that the airbags shut off as soon as the key hits the "accessory" or "off"
15 position are also defects. This failure to disclose continues to pose a grave risk to the
16 Class.

17 219. Plaintiffs and the Class face the risk of irreparable injury as a result of
18 GM's acts and omissions in violation of the CLRA, and these violations present a
19 continuing risk to Plaintiffs and to the general public.

20 220. Plaintiffs in this Complaint seek injunctive relief. Plaintiffs sent a
21 CLRA Notice Letter to GM on May 1, 2014. After thirty days, Plaintiffs will, Under
22 CAL. CIV. CODE § 1780(a), seek monetary relief against GM measured as the
23 diminution of the value of their vehicles caused by GM's violations of the CLRA as
24 alleged herein.

25 221. Under CAL. CIV. CODE § 1780(b), Plaintiffs will seek an additional
26 award against GM of up to \$5,000 for each Class member who qualifies as a "senior
27 citizen" or "disabled person" under the CLRA. GM knew or should have known that
28 its conduct was directed to one or more Class members who are senior citizens or

1 disabled persons. GM's conduct caused one or more of these senior citizens or
2 disabled persons to suffer a substantial loss of property set aside for retirement or for
3 personal or family care and maintenance, or assets essential to the health or welfare of
4 the senior citizen or disabled person. One or more Class members who are senior
5 citizens or disabled persons are substantially more vulnerable to GM's conduct
6 because of age, poor health or infirmity, impaired understanding, restricted mobility,
7 or disability, and each of them suffered substantial physical, emotional, or economic
8 damage resulting from GM's conduct.

9 222. Plaintiffs will also seek punitive damages against GM because it carried
10 out reprehensible conduct with willful and conscious disregard of the rights and
11 safety of others, subjecting Plaintiffs and the Class to potential cruel and unjust
12 hardship as a result. GM intentionally and willfully concealed and failed to inform
13 NHTSA of the unsafe and unreliable Defective Vehicles, GM deceived Plaintiffs on
14 life-or-death matters, and concealed material facts that only it knew, all to avoid the
15 expense and public relations problem of correcting a deadly flaw in the Defective
16 Vehicles. GM's unlawful conduct constitutes malice, oppression, and fraud
17 warranting punitive damages under CAL. CIV. CODE § 3294.

18 223. Plaintiffs further seek an order enjoining unfair or deceptive acts or
19 practices, restitution, punitive damages, costs of court, attorneys' fees under CAL.
20 CIV. CODE § 1780(e), and any other just and proper relief available under the CLRA.

21 224. Plaintiffs include affidavits with this Complaint that show that venue in
22 this District is proper, to the extent such affidavits are required by CAL. CIV. CODE
23 § 1780(d).

COUNT II

**VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW
(CAL. BUS. & PROF. CODE § 17200, *et seq.*)**

225. Plaintiffs Dinco, Butler, and Blinsmon (in this Count referred to as “Plaintiffs”) bring this claim solely on behalf of Class members who are residents of California (the “California State Class,” in this Count referred to as the “Class”).

226. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

227. California Business and Professions Code section 17200 prohibits any “unlawful, unfair, or fraudulent business act or practices.” GM has engaged in unlawful, fraudulent, and unfair business acts and practices in violation of the UCL.

228. GM violated the unlawful prong of section 17200 by its violations of the CLRA, CAL. CIV. CODE § 1750, *et seq.*, as set forth in Count I and by the acts and practices set forth in this Complaint.

229. GM also violated the unlawful prong because it engaged in business acts or practices that are unlawful because they violate the TREAD Act, 49 U.S.C. §§ 30101, *et seq.*, and its regulations.

230. GM violated the TREAD Act when it failed to timely inform NHTSA of the ignition switch defects and allowed cars to be sold and remain on the road with these defects.

231. GM violated the unfair and fraudulent prong of section 17200 because, in failing or refusing to inform NHTSA about a defect affecting the safety and reliability of the Defective Vehicles, GM precluded reasonable owners from discovering their vehicles were unsafe and unreliable. The information that GM was required to disclose to NHTSA about the faulty ignition switch was material to a reasonable consumer.

232. GM also violated the unfair prong of section 17200 because the acts and practices set forth in the Complaint, including the manufacture and sale of vehicles

1 with an ignition switch defect after July 5, 2009, and GM's failure to adequately
2 disclose the defect to NHTSA so that a remedy could be implemented, offend
3 established public policy, and also because the harm GM caused consumers greatly
4 outweighs any benefits associated with those practices. GM's conduct has also
5 impaired competition within the automotive vehicles market and has prevented
6 Plaintiffs and the Class from making fully informed decisions about whether to lease,
7 purchase and/or retain the Defective Vehicles.

8 233. While GM knew of the ignition switch defects from the date of its
9 inception on July 5, 2009, it continued to design, manufacture and market the
10 Defective Vehicles until 2011. All the while, GM knew that the vehicles had an
11 unreasonable propensity to shut down during ordinary driving conditions, leading to
12 an unreasonable risk of serious bodily injury or death.

13 234. Plaintiffs and the Class have suffered an injury, including the loss of
14 money or property, because of GM's unfair, unlawful and/or deceptive practices. GM
15 failed to inform NHTSA, and therefore failed to inform consumers, that its vehicles
16 had a defective ignition switch that could lead to injury and death, all in violation of
17 Section 17200 of the UCL. These violations caused the diminution in value of
18 Plaintiffs' vehicles which are now worth less than they would have been had GM
19 timely disclosed the defects. Because GM fraudulently concealed the defects,
20 resulting in a raft of negative publicity once the defects finally began to be disclosed,
21 the value of the Defective Vehicles has greatly diminished. No rational consumer
22 would purchase the Defective Vehicles in light of GM's conduct and the stigma now
23 thereby attached to the Defective Vehicles.

24 235. Had GM timely disclosed the ignition switch defects, the issue would
25 have been resolved years ago and the value of Plaintiffs' Defective Vehicles would
26 not now be diminished.

27 236. Further, Class members who purchased or leased new or used Defective
28 Vehicles after July 5, 2009, did not receive the benefit of their bargain and overpaid

1 for their vehicles as a result of GM’s unfair and deceptive conduct in violation of the
2 TREAD Act, the CLRA, and Section 17200 of the UCL. Had these Class members
3 been aware of the ignition switch defects they would have either paid less for their
4 vehicles or would not have purchased the vehicles.

5 237. All of the wrongful conduct alleged herein occurred, and continues to
6 occur, in the conduct of GM’s business. GM’s wrongful conduct is part of a pattern
7 or generalized course of conduct that is still perpetuated and repeated, both in
8 California and nationwide.

9 238. Plaintiffs and the Class have suffered an injury, including the loss of
10 money or property, due to GM’s unfair, unlawful and/or deceptive practices.

11 239. Plaintiffs request that this Court enter such orders or judgments as may
12 be necessary, including a declaratory judgment that GM has violated the UCL; an
13 order enjoining GM from continuing its unfair, unlawful, and/or deceptive practices;
14 an order and judgment restoring to the Class members any money lost as a result of
15 unfair, unlawful and deceptive trade practices, including restitution and disgorgement
16 of any profits GM received as a result of its unfair, unlawful and/or deceptive
17 practices, as provided in CAL. BUS. & PROF. CODE § 17203, CAL CIV. PROC. § 384 and
18 CAL. CIV. CODE § 3345; and for such other relief as may be just and proper.

19 **COUNT III**

20 **VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT**
21 **FOR BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
22 **(CALIFORNIA “LEMON LAW”)**

23 **(CAL. CIV. CODE §§ 1791.1 & 1792)**

24 240. Plaintiffs Dinco, Butler and Blinsmon (in this Count referred to as
25 “Plaintiffs”) bring this claim solely on behalf of Class members who are residents of
26 California (the “California State Class,” in this Count referred to as the “Class”).

27 241. Plaintiffs reallege and incorporate by reference all paragraphs as though
28 fully set forth herein.

1 242. Plaintiffs and Class members who purchased or leased the Defective
2 Vehicles in California are “buyers” within the meaning of CAL. CIV. CODE § 1791(b).

3 243. The Defective Vehicles are “consumer goods” within the meaning of
4 CIV. CODE § 1791(a).

5 244. Old GM was a “manufacturer” of the Defective Vehicles within the
6 meaning of CAL. CIV. CODE § 1791(j), and, in purchasing Old GM, GM expressly
7 assumed liability and responsibility for “payment of all [Old] Liabilities arising
8 under ... Lemon Laws,” including California’s Lemon Law, the Song-Beverly Act.

9 245. Old GM impliedly warranted to Plaintiffs and the Class that its Defective
10 Vehicles were “merchantable” within the meaning of CAL. CIV. CODE §§ 1791.1(a) &
11 1792; however, the Defective Vehicles do not have the quality that a buyer would
12 reasonably expect, and were therefore not merchantable.

13 246. CAL. CIV. CODE § 1791.1(a) states:

14 “Implied warranty of merchantability” or “implied warranty
15 that goods are merchantable” means that the consumer
 goods meet each of the following:

- 16 (1) Pass without objection in the trade under the contract
 description.
- 17 (2) Are fit for the ordinary purposes for which such
18 goods are used.
- 19 (3) Are adequately contained, packaged, and labeled.
- 20 (4) Conform to the promises or affirmations of fact made
 on the container or label.

21 247. The Defective Vehicles would not pass without objection in the
22 automotive trade because of the ignition switch defects that cause the Defective
23 Vehicles to inadvertently shut down during ordinary driving conditions, leading to an
24 unreasonable likelihood of accident and an unreasonable likelihood that such
25 accidents would cause serious bodily harm or death to vehicle occupants.

26 248. Because of the ignition switch defects, the Defective Vehicles are not
27 safe to drive and thus not fit for ordinary purposes.
28

1 255. Plaintiff realleges and incorporates by reference all paragraphs as though
2 fully set forth herein.

3 256. The conduct of GM, as set forth herein, constitutes unfair or deceptive
4 acts or practices, including, but not limited to, GM's manufacture and sale of vehicles
5 with ignition switch defects which GM failed to adequately investigate, disclose and
6 remedy, and GM's misrepresentations and omissions regarding the safety and
7 reliability of its vehicles.

8 257. GM's actions, as set forth above, occurred in the conduct of trade or
9 commerce.

10 258. GM's actions impact the public interest because Plaintiff was injured in
11 the same way as millions of others purchasing, leasing and/or retaining Defective
12 Vehicles of diminished value as a result of GM's generalized course of deception.
13 All of the wrongful conduct alleged herein occurred, and continues to occur, in the
14 conduct of GM's business.

15 259. Plaintiff and the Class were injured as a result of GM's conduct.
16 Plaintiff's Defective Vehicle has suffered a diminution in value as a result of GM's
17 now-publicized campaign of concealment and never-ending piecemeal recalls that
18 have attached great stigma to the Defective Vehicles.

19 260. In addition, Class members who purchased or leased new or used
20 Defective Vehicles on or after July 5, 2009, did not receive the benefit of their
21 bargain as a result of GM's deceptive and unfair practices as alleged herein. Had they
22 been aware of the ignition switch defects, these Class members would either not have
23 purchased their Defective Vehicles at all or would have paid substantially less for
24 them.

25 261. GM's conduct proximately caused the injuries to Plaintiff and the Class.

26 262. GM is liable to Plaintiff and the Class for damages in amounts to be
27 proven at trial, including attorneys' fees, costs, and treble damages.

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1 purchased their Defective Vehicles at all or would have paid substantially less for
2 them. And the value of their vehicles has greatly diminished as the result of GM's
3 deceptive and unfair practices.

4 271. GM's conduct proximately caused the injuries to Plaintiff and the Class.

5 272. GM is liable to Plaintiff and the Class for damages in amounts to be
6 proven at trial.

7 **COLORADO**

8 **VIOLATIONS OF THE COLORADO CONSUMER PROTECTION ACT**
9 **(COLORADO CPA, COLO. REV. STAT. § 6-1-101, *et seq.*)**

10 273. Plaintiff Nathan Terry (referred to in this Count as "Plaintiff") brings this
11 claim solely on behalf of Class members residing in Colorado (the "Colorado State
12 Class," referred to in this Count as the "Class").

13 274. Plaintiff realleges and incorporates by reference all paragraphs as though
14 fully set forth herein.

15 275. GM is a "person" under § 6-1-102(6) of the Colorado Consumer
16 Protection Act ("Colorado CPA"), COLO. REV. STAT. § 6-1-101, *et seq.*

17 276. Class members are "consumers" for purposes of § 6-1-113(1)(a) of the
18 Colorado CPA.

19 277. GM engaged in deceptive trade practices prohibited by the Colorado
20 CPA, including: (1) knowingly making a false representation as to the characteristics,
21 uses, and benefits of the Defective Vehicles that had the capacity or tendency to
22 deceive Class members; (2) representing that the Defective Vehicles are of a
23 particular standard, quality, and grade even though it knew or should have known
24 they are not; (3) advertising the Defective Vehicles with the intent not to sell them as
25 advertised; and (4) failing to disclose material information concerning the Defective
26 Vehicles that was known to GM at the time of advertisement or sale with the intent to
27 induce Class members to purchase, lease or retain the Defective Vehicles. In the
28

1 course of its business, GM participated in deceptive trade practices that violated the
2 Colorado CPA as described herein.

3 278. As alleged above, GM made material statements about the safety and
4 reliability of the Defective Vehicles sold on or after July 5, 2009, that were either
5 false or misleading. Each of these statements contributed to the deceptive context of
6 GM's unlawful advertising and representations as a whole.

7 279. GM also failed to disclose and actively concealed the dangerous ignition
8 switch defect in the Defective Vehicles. GM knew of the ignition switch defect,
9 while the Class was deceived by GM's omission into believing the Defective
10 Vehicles were safe, and the information could not have reasonably been known by the
11 consumer until the February and March 2014 recalls.

12 280. While GM knew of the ignition switch defects from the date of its
13 inception on July 5, 2009, it continued to design, manufacture, and market the
14 Defective Vehicles until 2011.

15 281. All the while, GM knew that the Defective Vehicles had an unreasonable
16 propensity to shut down during ordinary driving conditions, leading to an
17 unreasonable risk of serious bodily injury or death.

18 282. GM nevertheless failed to warn Class members about these inherent
19 dangers despite having a duty to do so. GM's deceptive practices were likely to and
20 did in fact deceive reasonable consumers, including Class members, about the true
21 safety and reliability of the Defective Vehicles.

22 283. GM's deceptive and unfair acts and practices significantly impact the
23 public as actual consumers and users of the Defective Vehicles, which pose an
24 unreasonable risk of death or serious bodily injury to Class members, passengers,
25 other motorists, pedestrians, and the public at large, because they are susceptible to
26 ignition switch malfunction causing the car's engine and electrical system to shut off,
27 disabling the power steering and power brakes and causing the non-deployment of the
28 vehicle's airbags in the event of a crash. Public interest is also affected because Class

1 members were injured in exactly the same way as millions of others purchasing
2 and/or leasing Defective Vehicles as a result of both GM's generalized course of
3 deception. All of the wrongful conduct alleged herein occurred, and continues to
4 occur, in the conduct of GM's business.

5 284. GM's acts and practices, including the manufacture and sale of vehicles
6 with an ignition switch defect, and its failure to adequately disclose the defect to
7 NHTSA and the Class and timely implement a remedy, were unconscionable because
8 they offend established public policy, and because the harm GM caused consumers
9 greatly outweighs any benefits associated with those practices. GM's conduct has
10 also impaired competition within the automotive vehicles market and has prevented
11 Plaintiff and the Class from making fully informed decisions about whether to lease,
12 purchase and/or retain Defective Vehicles.

13 285. Whether or not a vehicle's (a) ignition switch will malfunction,
14 (b) causing the car's engine and electrical system to shut off, (c) disabling the power
15 steering and power brakes, and (d) causing the non-deployment of the vehicle's
16 airbags and seatbelt pretensioners in a crash are facts that a reasonable consumer
17 would consider important in selecting a vehicle to purchase or lease, and in retaining
18 that vehicle. When Class members bought and/or retained a Defective Vehicle for
19 personal, family, or household purposes, they reasonably expected the vehicle would
20 feature a non-defective, safe ignition switch.

21 286. Class members suffered injury-in-fact to their legally protected property
22 interests as a result of GM's violations of the Colorado CPA detailed above. Class
23 members owned or leased Defective Vehicles that are defective and inherently
24 unsafe. The ignition switch defects and the resulting risk of accident, injury, or death
25 have caused the value of the Defective Vehicles to plummet, and that diminishment
26 was greatly exacerbated by the publicization of GM's campaign of deception and its
27 never-ending, piecemeal recalls. So much stigma has attached to the Defective
28 Vehicles as the result of GM's misconduct that no reasonable consumer would

1 purchase the vehicles – let alone pay what otherwise would have been fair market
2 value for the vehicles.

3 287. Those Class members who purchased or leased new or used Defective
4 Vehicles on or after July 5, 2009, did not receive the benefit of the bargain as a result
5 of GM’s deceptive and unfair conduct as alleged herein. Had they been aware of the
6 ignition switch defects, these Class members would either not have purchased their
7 Defective Vehicles at all, or would have paid substantially less than they did.

8 288. Class members also seek punitive damages against GM because it
9 engaged in bad faith conduct. GM misrepresented the safety and reliability of the
10 Defective Vehicles, deceived Class members on life-or-death matters, and concealed
11 material facts that only it knew, all to avoid the expense and public relations
12 nightmare of correcting a deadly flaw in the Defective Vehicles they repeatedly
13 promised Class members were safe. GM’s bad-faith conduct warrants punitive
14 damages.

15 289. Because the Class members suffered injury-in-fact, they seek actual
16 damages or \$500, whichever is greater, discretionary treble damages, punitive
17 damages, and reasonable attorneys’ fees under COLO. REV. STAT. § 6-1-113.

18 **CONNECTICUT**

19 **VIOLATION OF CONNECTICUT UNLAWFUL TRADE PRACTICES ACT**

20 **(CONN. GEN. STAT. § 42-110A, *et seq.*)**

21 290. Plaintiff Michael Pesce (referred to in this Count as “Plaintiff”) brings
22 this claim solely on behalf of Class members who are Connecticut residents (the
23 “Connecticut State Class,” referred to in this Count as the “Class”).

24 291. Plaintiff realleges and incorporates by reference all paragraphs as though
25 set forth herein.

26 292. The Connecticut Unfair Trade Practices Act (“CUTPA”) provides: “No
27 person shall engage in unfair methods of competition and unfair or deceptive acts or
28 practices in the conduct of any trade or commerce.” CONN. GEN. STAT. § 42-110b(a).

1 293. GM is, a “person” within the meaning of CUTPA. CONN. GEN. STAT.
2 § 42-110a(3).

3 294. In the course of its business, GM willfully failed to disclose and actively
4 concealed the dangerous risks of the ignition switch defects in the Defective Vehicles
5 as described above. This was a deceptive act in that GM represented that the Defective
6 Vehicles have characteristics, uses, benefits, and qualities which they do not have;
7 represented that the Defective Vehicles are of a particular standard and quality when
8 they are not; and advertised the Defective Vehicles with the intent not to sell them as
9 advertised. GM knew or should have known that its conduct violated the CUTPA.

10 295. GM engaged in a deceptive trade practice when it failed to disclose
11 material information concerning the Defective Vehicles which was known to GM.
12 GM deliberately withheld the information about the vehicles’ propensity to suddenly
13 shut down in order to avoid the public relations nightmare and expense of a recall,
14 and to ensure that consumers would purchase its vehicles and to induce consumers to
15 enter into a transaction.

16 296. The conduct of GM was unfair because it causes substantial injury to
17 consumers and Defective Vehicle owners and lessees.

18 297. The propensity of the Defective Vehicles for sudden, inadvertent
19 shutdown during ordinary driving conditions was material to Plaintiff and the Class.
20 Had those Class members who purchased Defective Vehicles on or after July 5, 2009,
21 known that their Defective Vehicles had these serious safety defects, they would
22 either not have purchased the vehicles or else would have paid substantially less for
23 them. These Class members plainly suffered ascertainable loss caused by the
24 deceptive and unfair practices of GM.

25 298. Plaintiff and those Class members who purchased their Defective
26 Vehicles prior to July 5, 2009, also suffered ascertainable loss caused by the
27 deceptive and unfair practices of GM. Because of the ignition switch defects, GM’s
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1 now-publicized campaign of concealment and the never-ending and piecemeal nature
2 of the recalls, the value of their vehicles has substantially diminished.

3 299. GM engaged in conduct amounting to a particularly aggravated,
4 deliberate disregard of the rights and safety of others.

5 300. Plaintiff and the Class are entitled to recover their actual damages,
6 punitive damages, and attorneys' fees pursuant to CONN. GEN. STAT. § 42-110g.

7 301. Pursuant to CONN. GEN. STAT. § 42-110g(c), Plaintiff will mail a copy of
8 the complaint to Connecticut's Attorney General.

9 **FLORIDA**

10 **VIOLATION OF FLORIDA'S UNFAIR &
11 DECEPTIVE TRADE PRACTICES ACT**

12 **(FLA. STAT. § 501.201, *et seq.*)**

13 302. Plaintiff Rhonda Haskins (referred to in this Count as "Plaintiff") brings
14 this claim solely on behalf of Class members who are Florida residents (the "Florida
15 State Class," referred to in this Count as the "Class").

16 303. Plaintiff realleges and incorporates by reference all paragraphs as though
17 fully set forth herein.

18 304. The conduct of GM as set forth herein constitutes unfair or deceptive
19 acts or practices, including, but not limited to, GM's manufacture and sale of vehicles
20 with the ignition switch defects which GM failed to adequately investigate, disclose
21 and remedy, and GM's misrepresentations and omissions regarding the safety and
22 reliability of the Defective Vehicles.

23 305. The actions of GM as set forth above occurred in the conduct of trade or
24 commerce.

25 306. GM's actions impact the public interest because Plaintiff and the Class
26 were injured in exactly the same way as millions of others purchasing and/or leasing
27 and retaining Defective Vehicles as a result of GM's generalized course of deception.
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1 All of the wrongful conduct alleged herein occurred, and continues to occur, in the
2 conduct of GM's business.

3 307. Plaintiff and the Class were injured as a result of GM's conduct. GM's
4 now-publicized campaign of deception and the never-ending and piecemeal nature of
5 the recalls have attached a significant stigma to the Defective Vehicles and greatly
6 diminished their value.

7 308. Class members who purchased or leased new or used Defective Vehicles
8 on or after July 5, 2009, overpaid for their Defective Vehicles and did not receive the
9 benefit of their bargain as the result of GM's misconduct. But for GM's deceptive and
10 unfair conduct, these Class members either would not have purchased their Defective
11 Vehicles or would have paid substantially less for them, and the value of their vehicles
12 has greatly diminished as the result of GM's misconduct as alleged herein.

13 309. GM's misconduct proximately caused the injuries to Plaintiff and the
14 Class.

15 310. GM is liable to Plaintiff and the Class for damages in amounts to be
16 proven at trial, including attorneys' fees, costs, and treble damages.

17 311. Pursuant to FLA. STAT. § 501.201, Plaintiff will serve the Florida
18 Attorney General with a copy of this complaint as Plaintiff seeks injunctive relief.

19 **GEORGIA**

20 **COUNT I**

21 **VIOLATION OF GEORGIA'S UNIFORM DECEPTIVE**
22 **TRADE PRACTICES ACT**

23 **(GA. CODE ANN. § 10-1-370, et seq.)**

24 312. Plaintiff Jennifer Gearin (referred to in this Count as "Plaintiff") asserts
25 this claim solely on behalf of Class members who are Georgia residents (the "Georgia
26 State Class," referred to in this Count as the "Class").

27 313. Plaintiff realleges and incorporates by reference all paragraphs as though
28 fully set forth herein.

1 314. The conduct of GM as set forth herein constitutes unfair or deceptive
2 acts or practices, including, but not limited to, GM's manufacture and sale of vehicles
3 with the ignition switch defect which GM failed to adequately investigate, disclose
4 and remedy, and GM's misrepresentations and omissions regarding the safety and
5 reliability of the Defective Vehicles.

6 315. GM's actions as set forth above occurred in the conduct of trade or
7 commerce.

8 316. GM's actions impact the public interest because Plaintiff and the Class
9 were injured in exactly the same way as millions of others purchasing, leasing and
10 retaining the Defective Vehicles as a result of GM's generalized course of deception.
11 All of the wrongful conduct alleged herein occurred, and continues to occur, in the
12 conduct of GM's business.

13 317. Plaintiff and the Class were injured as a result of GM's conduct. All the
14 Defective Vehicles are greatly diminished in value by the now-known ignition switch
15 defects, by the now-publicized campaign of deception by GM and by GM's never-
16 ending and piecemeal recall, all of which have combined to impose a significant
17 stigma on the Defective Vehicles that greatly diminishes their value.

18 318. Those Class members who purchased or leased new or used Defective
19 Vehicles on or after July 5, 2009, overpaid for their Defective Vehicles and did not
20 receive the benefit of their bargain as the result of GM's deceptive and unfair
21 conduct, and their vehicles have suffered a diminution in value that was exacerbated
22 by GM's continued course of deceptive acts and omissions.

23 319. GM's conduct proximately caused the injuries to Plaintiff and the Class.

24 320. GM is liable to Plaintiff and the Class for damages in amounts to be
25 proven at trial, including attorneys' fees, costs, and treble damages.

26 321. Pursuant to GA. CODE ANN. § 10-1-370, Plaintiff will serve the Georgia
27 Attorney General with a copy of this complaint as Plaintiff seeks injunctive relief.
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COUNT II

VIOLATION OF GEORGIA’S FAIR BUSINESS PRACTICES ACT

(GA. CODE ANN. § 10-1-390, *et seq.*)

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322. Plaintiff Jennifer Gearin (referred to in this Count as “Plaintiff”) asserts this claim solely on behalf of Class members who are Georgia residents (the “Georgia State Class,” referred to in this Count as the “Class”).

323. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

324. The conduct of GM as set forth herein constitutes unfair or deceptive acts or practices, including, but not limited to, GM’s manufacture and sale of vehicles with a dangerous ignition switch defect which GM failed to adequately investigate, disclose and remedy, and GM’s misrepresentations and omissions regarding the safety and reliability of the Defective Vehicles.

325. GM’s actions as set forth above occurred in the conduct of trade or commerce.

326. GM’s actions impact the public interest because Plaintiff and the Class were injured in exactly the same way as millions of others purchasing and/or leasing and owning Defective Vehicles as a result of GM’s generalized course of deception. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of GM’s business.

327. Plaintiff and the Class were injured as a result of GM’s conduct. The value of the Defective Vehicles has greatly diminished as the result of (i) the fact that the ignition switch defects have become known; (ii) the publicization of GM’s campaign of deception; and (iii) the never-ending and piecemeal nature of the recalls, all of which have combined to impose a significant stigma on the Defective Vehicles that has greatly diminished the value of the vehicles.

328. Class members who purchased new or used Defective Vehicles on or after July 5, 2009, overpaid for their Defective Vehicles and did not receive the

1 benefit of their bargain as the result of the deceptive and unfair conduct of GM, and
2 their vehicles have suffered a diminution in value due to the ignition switch defects
3 that was exacerbated by the deceptive acts and omissions of GM. Furthermore, had
4 these Class members known of the ignition switch defects, they either would not have
5 purchased their Defective Vehicles or would have paid substantially less for them.

6 329. GM's conduct proximately caused injuries to Plaintiff and the Class.

7 330. GM is liable to Plaintiff and the Class for damages in amounts to be
8 proven at trial, including attorneys' fees, costs, and treble damages.

9 331. Pursuant to GA. CODE ANN. § 10-1-390, Plaintiff will serve the Georgia
10 Attorney General with a copy of this complaint as Plaintiff seeks injunctive relief.

11 **ILLINOIS**

12 **COUNT I**

13 **VIOLATION OF ILLINOIS CONSUMER FRAUD AND**
14 **DECEPTIVE BUSINESS PRACTICES ACT**

15 **(815 ILL. COMP. STAT. 505/1, et seq.**
16 **and 720 ILL. COMP. STAT. 295/1A)**

17 332. Plaintiff Arlene Revak (referred to in this Count as "Plaintiff") brings
18 this claim solely on behalf of Class members who are Illinois residents (the "Illinois
19 State Class," referred to in this Count as the "Class").

20 333. Plaintiff realleges and incorporates by reference all paragraphs as though
21 fully set forth herein.

22 334. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815
23 ILL. COMP. STAT. 505/2 prohibits unfair or deceptive acts or practices in connection
24 with any trade or commerce. Specifically, the Act prohibits suppliers from
25 representing that their goods are of a particular quality or grade when they are not.

26 335. GM is a "person" as that term is defined in the Illinois Consumer Fraud
27 and Deceptive Practices Act, 815 ILL. COMP. STAT. 505/1(c).

28 336. Plaintiff and the Class are "consumers" as that term is defined in the
Illinois Consumer Fraud and Deceptive Practices Act, 815 ILL. COMP. STAT. 505/1(e).

1 ingredients, uses, benefits, or quantities that they do not have or that a person has a
2 sponsorship, approval, status, affiliation, or connection that he or she does not have; ...
3 (7) represents that goods or services are of a particular standard, quality, or grade or
4 that goods are a particular style or model, if they are of another; ... (9) advertises
5 goods or services with intent not to sell them as advertised; ... [or] (12) engages in any
6 other conduct which similarly creates a likelihood of confusion or misunderstanding.”

7 343. GM is a “person” within the meaning of 815 ILL. COMP. STAT. 510/1(5).

8 344. The vehicles sold to Plaintiff and Class members who purchased or
9 leased new or used Defective Vehicles on or after July 5, 2009, were not of the
10 particular sponsorship, approval, characteristics, ingredients, uses, benefits, or
11 qualities represented by GM. These same vehicles were not of the particular
12 standard, quality, and/or grade represented by GM.

13 345. The conduct of GM was knowing and/or intentional and/or with malice
14 and/or demonstrated a complete lack of care and/or reckless and/or was in conscious
15 disregard for the rights of Plaintiff and the Class.

16 346. As a result of the foregoing wrongful conduct of GM, Plaintiff and the
17 Class have been damaged in an amount to be proven at trial, and seek actual and
18 punitive damages, equitable relief, reasonable attorneys’ fees, and other available and
19 appropriate relief.

20 MARYLAND

21 VIOLATIONS OF THE MARYLAND CONSUMER PROTECTION ACT

22 (MD. CODE COM. LAW § 13-101, *et seq.*)

23 347. Plaintiff George Mathis (referred to in this Count as “Plaintiff”) brings
24 this claim solely on behalf of Class members who are Maryland residents (the
25 “Maryland State Class,” referred to in this Count as the “Class”).

26 348. Plaintiff realleges and incorporates by reference all paragraphs as though
27 fully set forth herein.
28

1 349. Plaintiff and GM are “persons” within the meaning of the Maryland
2 Consumer Protection Act (the “Act”) for all purposes therein.

3 350. GM’s unfair or deceptive acts or practices were likely to and did in fact
4 deceive reasonable consumers, including Plaintiff, about the true safety and reliability
5 of the Defective Vehicles.

6 351. As a direct and proximate result of their unfair and deceptive business
7 practices, and violations of the Act detailed above, GM caused actual damages,
8 injuries, and losses to Plaintiff and the Class and, if not stopped, will continue to harm
9 Plaintiff and the Class. Plaintiff and the Class currently own or lease Defective
10 Vehicles that are defective and inherently unsafe. The ignition switch defects have
11 caused the value of the Defective Vehicles to plummet, and the diminishment was
12 exacerbated by the publicization of GM’s campaign of concealment and the never-
13 ending and piecemeal nature of the recalls, which have combined to attach a
14 significant stigma to the Defective Vehicles.

15 352. Those Class members who purchased or leased new or used Defective
16 Vehicles on or after July 5, 2009, did not receive the benefit of their bargain as the
17 result of GM’s deceptive and unfair acts and practices. Had those Class members
18 been aware of the ignition switch defects, they would have either not purchased their
19 Defective Vehicles at all or would have paid substantially less for them, and their
20 value is now greatly diminished as the result of GM’s misconduct.

21 353. Plaintiff and the Class are entitled to all damages permitted by MD. CODE
22 COM. LAW § 13-101, *et seq.*, including actual damages sustained, civil penalties,
23 attorneys’ fees, and costs of this action. Also, the State of Maryland is entitled to
24 statutory penalties from GM for each violation of the Act.

MASSACHUSETTS

**VIOLATION OF THE MASSACHUSETTS
CONSUMER PROTECTION ACT**

(MASS. GEN. LAWS ANN. ch. 93A)

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354. Plaintiff Mary Dias (referred to in this Count as “Plaintiff”) will bring this claim solely on behalf of Class members who are Massachusetts residents (the “Massachusetts State Class,” referred to in this Count as the “Class”). As of now this Count is notice only that a claim will be asserted in an Amended Complaint.

355. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

356. The conduct of GM as set forth herein constitutes unfair and deceptive acts or practices in violation of the Massachusetts Consumer Protection Act, MASS. GEN. LAWS. ANN. ch. 93A, including, but not limited to, GM’s manufacture and sale of vehicles with the ignition switch defects, which GM failed to adequately investigate, disclose and remedy, and GM’s misrepresentations and omissions regarding the safety and reliability of the Defective Vehicles, which misrepresentations and omissions possessed the tendency to deceive.

357. GM engages in the conduct of trade or commerce and the misconduct alleged herein occurred in trade or commerce.

358. In satisfaction of MASS. GEN. LAWS ANN. ch. 93A, § 9(3), Plaintiff has made a demand on GM and will wait more than 30 days prior to the filing of an Amended Complaint by letter sent by Plaintiff and the Class. The letter asserts that rights of consumers as claimants have been violated, describes the unfair and deceptive acts committed by GM, and specifies the injuries that Plaintiff and the Class have suffered and the relief they seek.

359. As a result of GM’s unfair and deceptive acts or practices in violation of the Massachusetts Consumer Protection Act, MASS. GEN. LAWS. ANN. ch. 93A, Plaintiff and the Class suffered injury as described herein. The value of Class

1 members' vehicles has greatly diminished as the result of the publicization of GM's
2 concealment of the ignition switch defect and the never-ending and piecemeal nature
3 of the recalls which have combined to impose a great stigma on the Defective
4 Vehicles that has greatly diminished their value.

5 360. The Class members who purchased or leased new or used Defective
6 Vehicles on or after July 5, 2009, overpaid for their Defective Vehicles and did not
7 receive the benefit of their bargain as the result of the misconduct of GM, and their
8 vehicles have suffered a diminution in value that was exacerbated by perpetuation of
9 the campaign of deception and the botched handling of the recalls as described above.

10 361. Plaintiff and the Class are therefore entitled to actual damages, or \$25
11 per Class member, whichever is greater.

12 **MICHIGAN**
13 **VIOLATIONS OF THE MICHIGAN CONSUMER PROTECTION ACT**
14 **(MICH. COMP. LAWS. ANN. § 445.901, *et seq.*)**

15 362. This claim is brought by Plaintiff Sheree Anderson (referred to in this
16 Count as "Plaintiff") on behalf of a Class of Michigan residents who leased or owned
17 one or more of the Defective Vehicles on or after July 5, 2009.

18 363. Plaintiff and the Class reallege and incorporate by reference each
19 paragraph as though fully set forth at length herein.

20 364. GM and Plaintiff are each "persons" under MICH. COMP. LAWS. ANN.
21 § 445.902(d).

22 365. GM committed unfair, unconscionable or deceptive methods, acts, or
23 practices in the conduct of "trade and commerce" within the meaning of MICH. COMP.
24 LAWS. ANN. § 445.902(g),

25 366. The Michigan Consumer Protection Act ("MCPA") makes unlawful any
26 "unfair, unconscionable, or deceptive methods, acts or practices," as more specifically
27 defined in the MCPA. MICH. COMP. LAWS. ANN. § 445.903(1). GM has engaged in
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1 unfair, unconscionable, and deceptive methods, acts and practices in violation of the
2 MCPA.

3 367. GM violated the MCPA, with respect to *all* Class members, by “[f]ailing
4 to reveal a material fact, the omission of which tends to mislead or deceive the
5 consumer, and which fact could not reasonably be known by the consumer.” MICH.
6 COMP. LAWS. ANN. § 445.903(s).

7 368. As alleged above, GM knew of the ignition switch defect, while Plaintiff
8 and the Class were deceived by the omission into believing the Defective Vehicles
9 were safe, and the information could not have reasonably been known by the
10 consumer until the February and March 2014 recalls.

11 369. With respect to all Class members who purchased or leased new or used
12 Defective Vehicles from July 5, 2009, to the present, GM also violated the MCPA by
13 “[m]aking a representation of fact or statement of fact material to the transaction such
14 that a person reasonably believes the represented or suggested state of affairs to be
15 other than it actually is.” MICH. COMP. LAWS. ANN. § 405.903(bb). For example,
16 GM represented that the Defective Vehicles were safe such that reasonable people
17 believed the represented or suggested state of affairs to be true; namely, that the
18 Defective Vehicles were safe.

19 370. With respect to all Class members who purchased or leased new or used
20 Defective Vehicles from July 5, 2009, to the present, GM also violated the MCPA by
21 “[f]ailing to reveal facts that are material to the transaction in light of representations
22 of fact made in a positive manner.” MICH. COMP. LAWS. ANN. § 405.903(cc). GM
23 represented that the Defective Vehicles were safe, which made it even more
24 incumbent on GM to reveal the material fact of the ignition switch defects.

25 371. GM’s acts and practices were unfair and unconscionable, because its acts
26 and practices, including the manufacture and sale of vehicles with an ignition switch
27 defect after July 5, 2009, and its failure to adequately disclose the defect to NHTSA
28 and the Class and timely implement a remedy, offend established public policy, and

1 because the harm GM caused Defective Vehicle owners greatly outweighs any
2 benefits associated with those practices.

3 372. While GM knew of the ignition switch defects from the very date of its
4 inception, July 5, 2009, it continued to design, manufacture, and market the Defective
5 Vehicles until at least 2011.

6 373. All the while, GM knew that the vehicles had an unreasonable
7 propensity to shut down during ordinary driving conditions, leading to an
8 unreasonable risk of serious bodily injury or death.

9 374. Plaintiff and the Class have suffered an injury, including the loss of
10 money or property, as a result of GM's unfair, unlawful, and/or deceptive practices.
11 GM failed to inform NHTSA, and therefore failed to inform consumers, that the
12 Defective Vehicles had a defective ignition switch that could lead to injury and death.
13 Had Plaintiff and those members of the Class who purchased Defective Vehicles after
14 July 5, 2009, known this, they would either not have purchased their vehicles at all or
15 would have paid less for them. The value of their Defective Vehicles has diminished
16 as a result of GM's concealment of and failure to disclose and remedy the ignition
17 switch defects. Plaintiff and the Class have therefore suffered a "loss" because of the
18 violations of the MCPA complained of herein.

19 375. Those Class members who purchased Defective Vehicles from Old GM,
20 or acquired them used prior to the existence of GM, also suffered injury, including the
21 loss of money or property, as a result of unfair, unlawful, unconscionable and/or
22 deceptive practices. GM failed to inform NHTSA, and therefore failed to inform
23 consumers, that the Defective Vehicles had a defective ignition switch that could lead
24 to injury and death. The value of their Defective Vehicles has diminished as a result
25 of GM's concealment of and failure to disclose and remedy the ignition switch
26 defects, and Plaintiff and the Class hold vehicles whose value has diminished as a
27 result of violations of the MCPA. GM's long period of fraudulent concealment of the
28 defect in violation of the MCPA has so tarnished the Defective Vehicles as to cause

1 massive diminishment in their market value. Plaintiff and the Class have therefore
2 suffered a “loss” because of the violations of the MCPA complained of herein

3 376. Plaintiff requests that this Court: enjoin GM from continuing its unfair,
4 unlawful, and/or deceptive practices; provide to Plaintiff and each Class member
5 either their actual damages as the result of unfair, unlawful, and deceptive trade
6 practices, or \$250 per Class member, whichever is higher; award reasonable
7 attorneys’ fees; and provide other appropriate relief under MICH. COMP. LAWS. ANN.
8 § 445.911, including an injunction requiring GM to *fully* remedy the ignition switch
9 defects.

10 377. Plaintiff acknowledges that, on its face, the MCPA purports to allow
11 individuals (but not Class members) the ability to recover a penalty of \$250 per
12 person if that amount is greater than their actual damages. After the United States
13 Supreme Court’s decision in *Shady Grove Orthopedic Ass’n, P.A. v. Allstate Ins. Co.*,
14 589 U.S. 393 (2010), however, any such prohibitions imposed in class actions (but
15 not in individual actions) are trumped and superseded by Fed. R. Civ. P. 23, which
16 imposes no such restrictions.

17 **NEW JERSEY**

18 **VIOLATION OF NEW JERSEY CONSUMER FRAUD ACT**

19 **(N.J. STAT. ANN. § 56:8-1, *et seq.*)**

20 378. Plaintiff Michael Amezquita (referred to in this Court as “Plaintiff”)
21 brings this claim solely on behalf of Class members who reside in New Jersey (the
22 “New Jersey State Class,” referred to in this Court as the “Class”).

23 379. Plaintiff realleges and incorporates by reference all paragraphs as though
24 fully set forth herein.

25 380. The New Jersey Consumer Fraud Act (“CFA”) makes unlawful “[t]he
26 act, use or employment by any person of any unconscionable commercial practice,
27 deception, fraud, false pretense, false promise, misrepresentation, or the knowing
28 concealment, suppression or omission of any material fact with the intent that others

1 rely upon such concealment, suppression or omission, in connection with the sale or
2 advertisement of any merchandise or real estate, or with the subsequent performance
3 of such person as aforesaid, whether or not any person has in fact been misled,
4 deceived or damaged thereby....” N.J. STAT. ANN. § 56:8-2.

5 381. GM is, a person within the meaning of the CFA. N.J. STAT. ANN.
6 § 56:8-1(d).

7 382. In the course of GM’s business, it knowingly failed to disclose and
8 actively concealed the dangerous risks of the ignition switch defect in the Defective
9 Vehicles as described above. This was an unlawful practice in that GM represented
10 that the Defective Vehicles have characteristics, uses, benefits, and qualities which
11 they do not have; represented that the Defective Vehicles are of a particular standard
12 and quality when they are not; and advertised the Defective Vehicles with the intent
13 not to sell them as advertised. GM knew or should have known that its conduct
14 violated the CFA.

15 383. With respect to those Class members who purchased or leased new or
16 used GM vehicles on or after July 5, 2009, GM engaged in an unlawful practice under
17 the CFA when it failed to disclose material information concerning the Defective
18 Vehicles which it knew at the time of the sale. GM deliberately withheld the
19 information about the vehicles’ propensity to shut down during ordinary driving
20 conditions so that consumers would purchase its vehicles and to induce the consumer
21 to enter into a transaction.

22 384. GM’s unlawful practices caused substantial injury to Class members. As
23 a result of the publicization of GM’s campaign of deception and the never-ending and
24 piecemeal nature of the recalls, Class members’ vehicles are plagued with a stigma
25 that has radically diminished their value.

26 385. Had Class members who purchased or leased new or used GM vehicles
27 on or after July 5, 2009, known that their Defective Vehicles had these serious safety
28 defects, they would either not have purchased their Defective Vehicles or would have

1 paid substantially less for them. And the value of their vehicles has been greatly
2 diminished as the result of GM's deceptive, unfair and unlawful conduct.

3 386. Plaintiff and the Class have therefore suffered ascertainable loss of
4 money or property caused by GM's unlawful practices.

5 387. Plaintiff and the Class are entitled to recover legal and/or equitable relief,
6 treble damages, and reasonable attorneys' fees pursuant to N.J. STAT. ANN. § 56:8-19.

7 388. Pursuant to N.J. STAT. ANN. § 56:8-20, Plaintiff will mail a copy of the
8 complaint to New Jersey's Attorney General within ten (10) days of filing it with the
9 Court.

10 **NEW MEXICO**

11 **VIOLATIONS OF THE NEW MEXICO UNFAIR TRADE PRACTICES ACT**

12 **(N.M. STAT. ANN. §§ 57-12-1, *et seq.*)**

13 389. Plaintiff Lorraine De Vargas (referred to in this Count as "Plaintiff")
14 brings this claim solely on behalf of Class members residing in New Mexico (the
15 "New Mexico State Class," referred to in this Count as the "Class").

16 390. Plaintiff realleges and incorporates by reference all paragraphs as though
17 fully set forth herein.

18 391. GM, Plaintiff and Class members are "person[s]" under the New Mexico
19 Unfair Trade Practices Act ("New Mexico UT PA"), N.M. STAT. ANN. § 57-12-2.

20 392. GM's actions as set forth herein occurred in the conduct of trade or
21 commerce as defined under N.M. STAT. ANN. § 57-12-2.

22 393. GM's acts and omissions described herein constitute unfair or deceptive
23 acts or practices under N.M. STAT. ANN. § 57-12-2. Specifically, by failing to
24 disclose and actively concealing the dangerous ignition switch defect in Defective
25 Vehicles, Old GM and GM engaged in deceptive business practices prohibited by the
26 New Mexico UT PA, including: (1) representing that the Defective Vehicles have
27 characteristics and benefits, which they do not have; (2) representing that the
28 Defective Vehicles are of a particular standard, quality, and grade when they are not;

1 (3) using exaggeration as to a material fact and by doing so deceiving or tending to
2 deceive; (4) failing to state a material fact and by doing so deceiving or tending to
3 deceive; and (5) representing that a transaction involving the Defective Vehicles
4 confers or involves rights, remedies, and obligations which it does not. *See* N.M.
5 STAT. ANN. § 57-12-2.

6 394. As alleged herein, GM made material statements about the safety and
7 reliability of the Defective Vehicles that were either false or misleading. Each of
8 these statements contributed to the deceptive context of GM's unlawful advertising
9 and representations as a whole.

10 395. As described herein, both GM knew of the safety ignition switch defect,
11 while the Class was deceived by GM's omission into believing the Defective
12 Vehicles were safe, and the information could not have reasonably been known by the
13 consumer until the February and March 2014 recalls.

14 396. While GM knew of the ignition switch defects from the date of its
15 inception in 2009, it continued to manufacture, and market the Defective Vehicles
16 until at least 2011.

17 397. All the while, GM knew that the vehicles had an unreasonable
18 propensity to shut down during ordinary driving conditions, leading to an
19 unreasonable risk of serious bodily injury or death.

20 398. GM's deceptive practices were likely to and did in fact deceive
21 reasonable consumers, including Class members, about the true safety and reliability
22 of the Defective Vehicles. Both GM nevertheless failed to warn Class members
23 about these inherent dangers despite having a duty to do so.

24 399. GM took advantage of the lack of knowledge, ability, experience, and
25 capacity of the Class members to a grossly unfair degree. With respect to Class
26 members who purchased or leased new or used Defective Vehicles on or after July 5,
27 2009, GM's actions resulted in a gross disparity between the value received and the
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1 price paid by those Class members. GM's actions were unconscionable within the
2 meaning of § 57-12-2(E) of the New Mexico UT PA.

3 400. GM's acts and practices were unfair and unconscionable, because its acts
4 and practices, including the manufacture and sale of vehicles with an ignition switch
5 defect, and its failure to adequately disclose the defect to NHTSA and the Class and
6 timely implement a remedy, offend established public policy, and because the harm
7 GM caused consumers greatly outweighs any benefits associated with those practices.
8 GM's conduct has also impaired competition within the automotive vehicles market
9 and has prevented the Class from making fully informed decisions about whether to
10 lease, purchase, and/or retain the Defective Vehicles.

11 401. Class members were actually harmed as a result of GM's violation of the
12 New Mexico UT PA. The Defective Vehicles of Plaintiff and all Class members
13 suffer from diminished value caused by the publicization of GM's campaign of
14 deception, and the never-ending and piecemeal nature of the recalls, which has
15 combined to impose a significant stigma on the Defective Vehicles and greatly
16 diminished their value.

17 402. Class members who purchased or leased new or used Defective Vehicles
18 on or after July 5, 2009, overpaid for their Defective Vehicles and did not receive the
19 benefit of their bargain, and their vehicles have suffered a diminution in value as the
20 result of GM's deceptive, unfair and unconscionable conduct as set forth above.

21 403. Class members also seek punitive damages against GM because its
22 conduct was malicious, willful, reckless, wanton, fraudulent, and in bad faith. GM
23 fraudulently and willfully misrepresented the safety and reliability of the Defective
24 Vehicles, deceived Class members on life-or-death matters, and concealed material
25 facts that only it knew, all to avoid the expense and public relations nightmare of
26 correcting a deadly flaw in the Defective Vehicles it repeatedly promised Class
27 members were safe. Because GM's conduct was malicious, willful, reckless, wanton,
28 fraudulent, and in bad faith, it warrants punitive damages.

1 411. While GM knew of the ignition switch defects from the date of its
2 inception in 2009, it continued to design, manufacture, and market the Defective
3 Vehicles until at least 2011.

4 412. All the while, GM knew that the vehicles had an unreasonable
5 propensity to shut down during ordinary driving conditions, leading to an
6 unreasonable risk of serious bodily injury or death.

7 413. Whether or not a vehicle's ignition switch will malfunction, (a) causing
8 the car's engine and electrical system to shut off, (b) disabling the power steering and
9 power brakes, and (c) causing the non-deployment of the vehicle's airbags in a crash,
10 are facts that a reasonable consumer would consider important in selecting a vehicle
11 to purchase or lease. When Class members bought or leased a new or used Defective
12 Vehicle for personal, family, or household purposes on or after July 5, 2009, they
13 reasonably expected the vehicle would feature a non-defective, safe ignition switch.

14 414. GM's deceptive practices were likely to and did in fact deceive
15 reasonable consumers, including Class members, about the true safety and reliability
16 of the Defective Vehicles. GM nevertheless failed to warn Class members about
17 these inherent dangers despite having a duty to do so.

18 415. GM's acts and practices were unfair and unconscionable, because its acts
19 and practices, including the manufacture and sale of vehicles with an ignition switch
20 defect, and its failure to disclose the defect to NHTSA and the Class and timely
21 implement a remedy, offend established public policy, and because the harm GM
22 caused consumers greatly outweighs any benefits associated with those practices.
23 GM's conduct has also impaired competition within the automotive vehicles market
24 and has prevented the Class from making fully informed decisions about whether to
25 lease, purchase, and/or retain the Defective Vehicles.

26 416. GM's deceptive and unfair acts and practices significantly impact the
27 public as actual consumers of the Defective Vehicles, which pose an unreasonable
28 risk of death or serious bodily injury to Class members, passengers, other motorists,

1 pedestrians, and the public at large, because they are susceptible to ignition switch
2 malfunction causing the car's engine and electrical system to shut off, disabling the
3 power steering and power brakes and causing the non-deployment of the vehicle's
4 airbags in the event of a crash. Public interest is also affected because Class members
5 were injured in the same way as millions of others purchasing and/or leasing
6 Defective Vehicles as a result of both GM's generalized course of deception. All of
7 the wrongful conduct alleged herein occurred, and continues to occur, in the conduct
8 of GM's business.

9 417. Plaintiff and Class members who purchased or leased new or used
10 Defective Vehicles on or after July 5, 2009, suffered injury caused by GM's violation
11 of the G.B.L. Class members overpaid for their Defective Vehicles and did not
12 receive the benefit of their bargain, and their vehicles have suffered a diminution in
13 value. Plaintiff suffered additional damages, as her Defective Vehicle was totaled as
14 a result of the ignition switch defects on October 24, 2013.

15 418. All Class members who currently own (or recently sold) their Defective
16 Vehicles also suffered injury caused by GM's violations of the G.B.L. Now that
17 GM's campaign of deception has been exposed, and given the never-ending and
18 piecemeal nature of the recalls, great stigma has attached to the Defective Vehicles
19 and their value is therefore greatly diminished as the result of GM's misconduct.

20 419. Class members also seek punitive damages against GM because of its
21 egregious conduct. GM egregiously misrepresented the safety and reliability of the
22 Defective Vehicles, deceived Class members on life-or-death matters, and concealed
23 material facts that only it knew, all to avoid the expense and public relations
24 nightmare of correcting a deadly flaw in the Defective Vehicles it repeatedly promised
25 Class members were safe. GM's egregious conduct warrants punitive damages.

26 420. Because GM's willful and knowing conduct caused injury to Class
27 members, the Class seeks recovery of actual damages or \$50, whichever is greater,
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1 discretionary treble damages up to \$1,000, punitive damages, and reasonable
2 attorneys' fees, under N.Y. GEN. BUS. LAW § 349.

3 **OHIO**

4 **COUNT I**

5 **VIOLATION OF OHIO CONSUMER SALES PRACTICES ACT**

6 **(OHIO REV. CODE ANN. § 1345.01, *et seq.*)**

7 421. Plaintiff Bonnie Taylor (referred to in this Count as "Plaintiff") brings
8 this claim solely on behalf of Class members who reside in Ohio (the "Ohio State
9 Class," referred to in this Count as the "Class").

10 422. Plaintiff realleges and incorporates by reference all paragraphs as though
11 fully set forth herein.

12 423. The Ohio Consumer Protection Act, OHIO REV. CODE § 1345.02,
13 prohibits unfair or deceptive acts or practices. Specifically, the Act prohibits
14 suppliers from representing that goods have characteristics or uses or benefits which
15 they do not have. The Act also prohibits suppliers from representing that their goods
16 are of a particular quality or grade they are not.

17 424. GM is a "supplier" as that term is defined in the Ohio Consumer
18 Protection Act, OHIO REV. CODE § 1345.01(C).

19 425. Plaintiff and the Class are "consumers" as that term is defined in the
20 Ohio Consumer Protection Act, OHIO REV. CODE § 1345.01(D).

21 426. The conduct of GM alleged above constitutes unfair and/or deceptive
22 practices in violation of OHIO REV. CODE § 1345.02 because GM represented through
23 advertising and other marketing communications that the Defective Vehicles it sold
24 on or after July 5, 2009, were new and free from defects and could be driven safely in
25 normal operation. Instead, the vehicles were not of the standard, quality, or grade of
26 new vehicles.

27 427. GM's conduct caused damages to Plaintiff and the Class as alleged.
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1 approval, characteristics, ingredients, uses, benefits, or quantities that they do not
2 have or that a person has a sponsorship, approval, status, affiliation, or connection
3 that the person does not have; ... (9) Represents that goods or services are of a
4 particular standard, quality, or grade, or that goods are of a particular style or model,
5 if they are of another; ... [or] (11) Advertises goods or services with intent not to sell
6 them as advertised.”

7 435. GM is a “person” within the meaning of OHIO REV. CODE § 4165.01(D).

8 436. The vehicles sold to those Class members who purchased or leased new
9 or used Defective Vehicles on or after July 5, 2009, were not of the particular
10 sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities
11 represented by GM. Those same vehicles were not of the particular standard, quality,
12 and/or grade represented by GM.

13 437. GM also made false or misleading statements of fact concerning the
14 Defective Vehicles – *i.e.*, that such vehicles were suitable for ordinary use – when
15 GM, in fact, knew that they were defective and not suitable for ordinary use.

16 438. GM’s deceptive trade practices caused damages to Plaintiff and the
17 Class, as alleged above.

18 439. GM’s conduct was knowing and/or intentional and/or with malice and/or
19 demonstrated a complete lack of care and/or reckless and/or was in conscious
20 disregard for the rights of Plaintiff and the Class.

21 440. As a result of the foregoing wrongful conduct of GM, Plaintiff and the
22 Class have been damaged in an amount to be proven at trial, including, but not limited
23 to, actual and punitive damages, equitable relief and reasonable attorneys’ fees.
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1 **OKLAHOMA**
2 **VIOLATION OF OKLAHOMA CONSUMER PROTECTION ACT**
3 **(OCPA, OKLA. STAT. TIT. 15 § 751, et seq.)**

4 441. Plaintiff Jerrile Gordon (referred to in this Count as “Plaintiff”) brings
5 this claim solely on behalf of Class members residing in Oklahoma (the “Oklahoma
6 State Class,” referred to in this Count as the “Class”).

7 442. Plaintiff realleges and incorporates by reference each paragraph as if set
8 forth fully herein.

9 443. Class members are “persons” under the Oklahoma Consumer Protection
10 Act (“OCPA”), OKLA. STAT. TIT. 15 § 752.

11 444. The sale of the Defective Vehicles to Class members was a “consumer
12 transaction” within the meaning of OKLA. STAT. TIT. 15 § 752, and GM’s actions as
13 set forth herein occurred in the conduct of trade or commerce.

14 445. GM engaged in deceptive and unfair trade practices prohibited by the
15 OCPA, including, but not limited to, making a false or misleading representations to
16 Class members, knowingly or with reason to know, as to the approval or certification
17 of the Defective Vehicles; making a false representation to Class members,
18 knowingly or with reason to know, as to the characteristics or benefits of the
19 Defective Vehicles; falsely representing to Class members, knowingly or with reason
20 to know, that the Defective Vehicles were of a particular standard when they were of
21 another; and advertising to Class members, knowingly or with reason to know, the
22 Defective Vehicles with intent not to sell them as advertised. *See* OKLA. STAT. TIT.
23 15, § 753. GM is directly liable for engaging in deceptive and unfair trade practices
24 prohibited by the OCPA.

25 446. As alleged herein, GM made material statements about the safety and
26 reliability of the Defective Vehicles that were either false or misleading. Each of
27 these statements contributed to the deceptive context of both GM’s unlawful
28 advertising and representations as a whole.

1 447. GM also failed to disclose and actively concealed the dangerous ignition
2 switch defect in the Defective Vehicles. GM knew of the ignition switch defect,
3 while the Class was deceived by GM's omission into believing the Defective
4 Vehicles were safe, and the information could not have reasonably been known by the
5 consumer until the February and March 2014 recalls.

6 448. While GM knew of the ignition switch defects from the date of its
7 inception in 2009, it continued to design, manufacture, and market the Defective
8 Vehicles at least until 2011.

9 449. All the while, GM knew that the vehicles had an unreasonable
10 propensity to shut down during ordinary driving conditions, leading to an
11 unreasonable risk of serious bodily injury or death.

12 450. GM nevertheless failed to warn Class members about these inherent
13 dangers despite having a duty to do so. Old GM's deceptive practices were likely to
14 and did in fact deceive reasonable consumers, including Class members, about the
15 true safety and reliability of the Defective Vehicles.

16 451. GM's deceptive and unfair acts and practices significantly impact the
17 public since the Defective Vehicles pose an unreasonable risk of death or serious
18 bodily injury to Class members, passengers, other motorists, pedestrians, and the
19 public at large, because they are susceptible to ignition switch malfunction causing
20 the car's engine and electrical system to shut off, disabling the power steering and
21 power brakes and causing the non-deployment of the vehicle's airbags in the event of
22 a crash. Public interest is also affected because Class members were injured in
23 exactly the same way as millions of others purchasing and/or leasing Defective
24 Vehicles as a result of both GM's generalized course of deception. All of the
25 wrongful conduct alleged herein occurred, and continues to occur, in the conduct of
26 GM's business.

27 452. The Class suffered injury-in-fact caused by GM's violation of the
28 OCPA. As a result of the publicization of GM's campaign of deceit and the never-

1 ending and piecemeal nature of the recall, great stigma has attached to the Defective
2 Vehicles, greatly diminishing their value.

3 453. Class members who purchased or leased new or used Defective Vehicles
4 on or after July 5, 2009, overpaid for their Defective Vehicles and did not receive the
5 benefit of their bargain, and their vehicles have suffered a diminution in value as set
6 forth above.

7 454. GM's acts and practices were unfair and unconscionable, because its acts
8 and practices, including the manufacture and sale of vehicles with an ignition switch
9 defect, and GM's failure to adequately disclose the defect to NHTSA and the Class
10 and timely implement a remedy, offend established public policy, and because the
11 harm GM caused consumers greatly outweighs any benefits associated with those
12 practices. GM's conduct has also impaired competition within the automotive
13 vehicles market and has prevented Plaintiff and the Class from making fully informed
14 decisions about whether to lease, purchase, and/or retain Defective Vehicles.

15 455. Because GM's unconscionable conduct caused injury to Class members,
16 the Class seeks recovery of actual damages, discretionary damages up to \$2,000 per
17 violation, and reasonable attorneys' fees, under OKLA. STAT. TIT. 15 § 761.1.

18 TEXAS

19 VIOLATIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT

20 (TEX. BUS. & COM. CODE § 17.41, *et seq.*)

21 456. Plaintiff Keisha Hunter (referred to in this Count as "Plaintiff") brings
22 this claim solely on behalf of Class members who reside in Texas (the "Texas State
23 Class," referred to in this Count as the "Class").

24 457. Plaintiff realleges and incorporates by reference all paragraphs as though
25 fully set forth herein.

26 458. The conduct of GM described above constitutes false, misleading, or
27 deceptive acts or practices under the Texas Deceptive Trade Practices – Consumer
28 Protection Act, TEX. BUS. & COM. CODE § 17.41, *et seq.* ("Texas DTPA").

1 459. By failing to disclose and actively concealing the dangerous ignition
2 switch defects in the Defective Vehicles, GM engaged in deceptive business practices
3 prohibited by the Texas DTPA, including: (1) representing that the Defective
4 Vehicles have characteristics, uses, benefits, and qualities which they do not have;
5 (2) representing that the Defective Vehicles are of a particular standard, quality, and
6 grade when they are not; (3) advertising the Defective Vehicles with the intent not to
7 sell them as advertised; (4) representing that a transaction involving the Defective
8 Vehicles confers or involves rights, remedies, and obligations which it does not; and
9 (5) failing to disclose information concerning the Defective Vehicles with the intent
10 to induce consumers to purchase or lease the Defective Vehicles.

11 460. As alleged above, GM made numerous material statements about the
12 safety and reliability of the Defective Vehicles that were either false or misleading.
13 Each of these statements contributed to the deceptive context of GM's unlawful
14 advertising and representations as a whole.

15 461. GM's unfair or deceptive acts or practices were likely to and did in fact
16 deceive reasonable consumers, including Plaintiff, about the true safety and reliability
17 of the Defective Vehicles.

18 462. In purchasing, leasing, and/or continuing to use their vehicles, Plaintiff
19 and the Class relied on the misrepresentations and/or omissions of GM with respect to
20 the safety and reliability of the vehicles. GM's representations turned out not to be
21 true because the vehicles can unexpectedly and dangerously shut down during
22 ordinary driving conditions. Had Plaintiff and the Class known this they would not
23 have purchased or leased their Defective Vehicles and/or paid as much for them, and
24 they would not have retained and continued to use them.

25 463. GM is therefore liable to Plaintiff and the Class for damages under
26 §§ 17.50(a)(2) and 17.50(b) of the Texas DTPA. These same actions also constitute
27 an unconscionable action or course of action under § 17.50(a)(3) of the Texas DTPA.
28

1 and grade when they are not; (3) advertising the Defective Vehicles with the intent not
2 to sell them as advertised; (4) representing that a transaction involving the Defective
3 Vehicles confers or involves rights, remedies, and obligations which it does not; and
4 (5) representing that the subject of a transaction involving the Defective Vehicles has
5 been supplied in accordance with a previous representation when it has not.

6 471. As alleged above, GM made numerous material statements about the
7 safety and reliability of the Defective Vehicles that were either false or misleading.
8 Each of these statements contributed to the deceptive context of GM's unlawful
9 advertising and representations as a whole.

10 472. GM's unfair or deceptive acts or practices were likely to and did in fact
11 deceive reasonable consumers, including Plaintiff, about the true safety and reliability
12 of the Defective Vehicles.

13 473. In purchasing or leasing their vehicles, and in retaining and continuing to
14 operate them, Plaintiff and the Class relied on the misrepresentations and/or
15 omissions of GM with respect to the safety and reliability of the vehicles. GM's
16 representations turned out not to be true because the vehicles can unexpectedly and
17 dangerously shut down during ordinary driving conditions. Had Plaintiff and the
18 Class known this they would not have purchased or leased their Defective Vehicles
19 and/or paid as much for them, and/or they would not have retained and continued to
20 operate them.

21 474. All Class members suffered harm as the result of GM's deceptive and
22 unfair practices. As a result of the publicization of GM's campaign of deception and
23 the never-ending and piecemeal nature of the recalls, great stigma now attaches to the
24 Defective Vehicles and their value is greatly diminished.

25 475. Class members who purchased or leased new or used Defective Vehicles
26 on or after July 5, 2009, overpaid for their vehicles and did not receive the benefit of
27 their bargain as a result of GM's unfair and deceptive practices as alleged above. The
28 value of their vehicles is greatly diminished as a result of GM's misconduct.

1 H. Award Plaintiffs and the Class members such other further and different
2 relief as the case may require or as determined to be just, equitable, and proper by this
3 Court.

4 **JURY TRIAL DEMAND**

5 Plaintiffs request a trial by jury on the legal claims, as set forth herein.

6
7 DATED: May 12, 2014

HAGENS BERMAN SOBOL SHAPIRO LLP

8 By: /s/ Elaine T. Byszewski
9 Elaine T. Byszewski, Cal. Bar No. 222304
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15 *Attorneys for Plaintiffs*

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 DEANNA DINCO, DAVID BUTLER,
CURTIS BLINSMON, AARON
19 HENDERSON, GRACE BELFORD,
NATHAN TERRY, MICHAEL PESCE,
20 RHONDA HASKINS, JENNIFER
GEARIN, ARLENE REVAK, GEORGE
21 MATHIS, MARY DIAS, SHEREE
ANDERSON, MICHAEL AMEZQUITA,
22 LORRAINE DE VARGAS, DAWN
TEFFT, BONNIE TAYLOR, JERRILE
23 GORDON, KEISHA HUNTER and LES
ROUSE, individually and on behalf of all
24 others similarly situated,

25 Plaintiffs,

26 v.

27 GENERAL MOTORS LLC,

28 Defendant.

Case No.: 2:14-cv-02424

CLASS ACTION

**DECLARATION OF DEANNA
DINCO**

1 I, Deanna Dinco, hereby declare and state as follows:

2 1. I have personal knowledge of the facts stated herein and, if necessary,
3 could competently testify thereto.

4 2. I am a Plaintiff in the above-entitled action.

5 3. Pursuant to Cal. Civ. Code § 1780(d), I make this declaration in support
6 of the Class Action Complaint and the claim therein for relief under Cal. Civ. Code
7 § 1780(a).

8 4. This action for relief under Cal. Civ. Code § 1780(a) has been
9 commenced in a county that is a proper place for trial of this action because
10 Defendant does business in this District (the Central District of California) and
11 throughout the State of California.

12 5. The Complaint filed in this matter contains causes of action for
13 violations of the Consumers Legal Remedies Act against General Motors, LLC
14 ("GM"), a Delaware limited liability company doing business nationwide, including
15 California.

16 6. I own a 2006 Saturn Ion which I purchased used in Santa Maria,
17 California on July 3, 2006.

18 I declare under penalty of perjury under the laws of the State of California that
19 the foregoing Declaration is true and correct, and was executed by me in the city of

20 Arroyo Grande, California, on April 28, 2014.

21 By Deanna Dinco
22 Deanna Dinco
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15 *Attorneys for Plaintiffs*

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 DEANNA DINCO, DAVID BUTLER,
CURTIS BLINSMON, AARON
19 HENDERSON, GRACE BELFORD,
NATHAN TERRY, MICHAEL PESCE,
20 RHONDA HASKINS, JENNIFER
GEARIN, ARLENE REVAK, GEORGE
21 MATHIS, MARY DIAS, SHEREE
ANDERSON, MICHAEL AMEZQUITA,
22 LORRAINE DE VARGAS, DAWN
TEFFT, BONNIE TAYLOR, JERRILE
23 GORDON, KEISHA HUNTER and LES
ROUSE, individually and on behalf of all
24 others similarly situated,

25 Plaintiffs,

26 v.

27 GENERAL MOTORS LLC,

28 Defendant.

Case No.: 2:14-cv-02424

CLASS ACTION

DECLARATION OF DAVID BUTLER

1 I, David Butler, hereby declare and state as follows:

2 1. I have personal knowledge of the facts stated herein and, if necessary,
3 could competently testify thereto.

4 2. I am a Plaintiff in the above-entitled action.

5 3. Pursuant to Cal. Civ. Code § 1780(d), I make this declaration in support
6 of the Class Action Complaint and the claim therein for relief under Cal. Civ. Code
7 § 1780(a).

8 4. This action for relief under Cal. Civ. Code § 1780(a) has been
9 commenced in a county that is a proper place for trial of this action because
10 Defendant does business in this District (the Central District of California) and
11 throughout the State of California.

12 5. The Complaint filed in this matter contains causes of action for
13 violations of the Consumers Legal Remedies Act against General Motors, LLC
14 (“GM”), a Delaware limited liability company doing business nationwide, including
15 California.

16 6. I own a 2006 Chevy Cobalt which I purchased new in Poway,
17 California on April 18, 2006.

18 I declare under penalty of perjury under the laws of the State of California that
19 the foregoing Declaration is true and correct, and was executed by me in the city of
20 Poway, California, on April 27, 2014.

21
22 By David Butler
23 David Butler
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15 *Attorneys for Plaintiffs*

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 DEANNA DINCO, DAVID BUTLER,
CURTIS BLINSMON, AARON
19 HENDERSON, GRACE BELFORD,
NATHAN TERRY, MICHAEL PESCE,
20 RHONDA HASKINS, JENNIFER
GEARIN, ARLENE REVAK, GEORGE
21 MATHIS, MARY DIAS, SHEREE
ANDERSON, MICHAEL AMEZQUITA,
22 LORRAINE DE VARGAS, DAWN
TEFFT, BONNIE TAYLOR, JERRILE
23 GORDON, KEISHA HUNTER and LES
ROUSE, individually and on behalf of all
24 others similarly situated,

25 Plaintiffs,

26 v.

27 GENERAL MOTORS LLC,

28 Defendant.

Case No.: 2:14-cv-02424

CLASS ACTION

**DECLARATION OF CURTIS
BLINSMON**

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I, Curtis Blinsmon, hereby declare and state as follows:

1. I have personal knowledge of the facts stated herein and, if necessary, could competently testify thereto.
2. I am a Plaintiff in the above-entitled action.

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3. Pursuant to Cal. Civ. Code § 1780(d), I make this declaration in support of the Class Action Complaint and the claim therein for relief under Cal. Civ. Code § 1780(a).

4. This action for relief under Cal. Civ. Code § 1780(a) has been commenced in a county that is a proper place for trial of this action because

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Defendant does business in this District (the Central District of California) and throughout the State of California.

5. The Complaint filed in this matter contains causes of action for violations of the Consumers Legal Remedies Act against General Motors, LLC (“GM”), a Delaware limited liability company doing business nationwide, including California.

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6. I own a 2007 Saturn Sky which I purchased new in Fresno, California in May, 2007.

I declare under penalty of perjury under the laws of the State of California that the foregoing Declaration is true and correct, and was executed by me in the city of FRESNO, California, on April 28TH, 2014.

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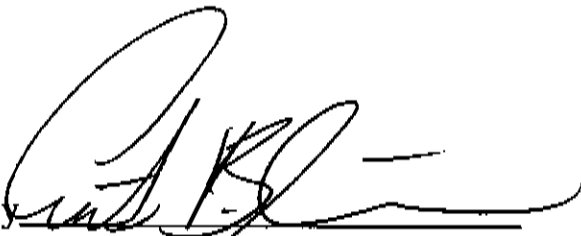
By 
Curtis Blinsmon

Exhibit O

3. GM fraudulently concealed these ignition defects during its 2009 chapter 11 bankruptcy, as it took billions of dollars in taxpayer money from the U.S. Government and obtained the U.S. Government's sponsorship of a plan of reorganization that salvaged the company's very existence. During the bankruptcy case, GM did not disclose the existence of the known ignition switch defects to the Bankruptcy Court, the U.S. Government, to persons who owned or leased GM vehicles containing the defective ignition switch at that time, or to any other interested parties.

4. No longer able to conceal the existence of the ignition switch defects, GM has now grudgingly admitted that it knew millions of its vehicles were equipped with defective ignition switches dating back to 2001 – three years earlier than it initially reported, and has instituted a recall of more than 2.6 million vehicles. GM was forced to disclose that, by its own count, these defects have caused at least 31 accidents and 13 deaths. According to the Center for Automotive Safety, NHTSA's Fatal Analysis Reporting System indicates that these defects have caused 303 deaths thus far.

5. GM's investigation of the defective ignition switch design was, as the president of GM North America stated, "not as robust as it should have been."¹ Moreover, Delphi, the maker of the defective ignition switch, stated that it will only cost \$2 to \$5 to produce a replacement ignition switch which can be 'swapped out' in just a few minutes.²

6. As detailed herein, GM has violated federal law, various state statutes, and common law duties between 2002 and the present (the "Class Period"). Plaintiff brings this class

¹ See Christopher Jensen, *A Call for General Motors to Fill Gaps in Safety Inquiry*, N.Y. TIMES, Mar. 5, 2014, http://www.nytimes.com/2014/03/06/automobiles/a-call-for-general-motors-to-fill-gaps-in-safety-inquiry.html?_r=0

² Jeff Bennett, *GM Now Says It Detected Ignition Switch Problem Back in 2001*, WALL ST. J., Mar. 12, 2014 (10:35 p.m.), <http://online.wsj.com/news/articles/SB10001424052702304914904579435171004763740>. However, other estimates of the repair price are as low as \$0.57 per switch. See, *The GM Ignition Switch Recall: Why Did It Take So Long?: Hearing Before the H. Energy and Commerce Comm.*, 133th Cong. (2014) (statement of Rep. Diana DeGette citing 2005 GM documents).

action seeking redress and remedy from GM and Delphi on behalf of herself and other Class Members, each of whom purchased or leased one or more of the following vehicles: 2005-2010 Chevrolet Cobalt, 2006-2011 Chevrolet HHR, 2006-2010 Pontiac Solstice, 2007-2010 Pontiac G5, 2003-2007 Saturn Ion, and 2007-2010 Saturn Sky (collectively, the “Defective Vehicles”).

7. Plaintiff believes that there are additional GM vehicles that have the same or similar defects in their ignition switch systems as the Defective Vehicles. Plaintiff will supplement the definition of Defective Vehicles to include these additional defective vehicles as they are identified.

8. The fact that GM has, to date, issued a partial recall despite knowing the insufficiency thereof underscores GM’s ongoing fraudulent concealment and fraudulent misrepresentation of the nature and extent of the defects, and makes this class action even more important to obtaining a proper remedy for Plaintiff and the other Class Members.

9. GM’s defective design, combined with GM’s past and ongoing failure to adequately warn of, or remedy, that design, and its past and ongoing fraudulent concealment and/or fraudulent misrepresentations of the full nature and extent of the defects in that design in the Defective Vehicles, has proximately caused and continues to cause Plaintiff and the Class to suffer economic damages because they purchased or leased vehicles that contain a defective and dangerous ignition switch.

10. Plaintiff and the Class have been damaged by GM’s misrepresentations, concealment, and non-disclosure.

11. Through this action, Plaintiff, individually and on behalf of the Class, seeks injunctive relief in the form of a repair to fully remedy the defects in the ignition switch system such that the Defective Vehicles have their economic value restored and can be operated safely,

and/or damages to compensate them for the diminished value of their Defective Vehicles as a result of the defects and GM's wrongful conduct.

JURISDICTION AND VENUE

12. This court has subject-matter jurisdiction over this action under the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because members of the proposed Class are citizens of states different from Defendants' home states, and the aggregate amount in controversy exceeds \$5,000,000 exclusive of interest and costs.

13. Venue is proper in this District under 28 U.S.C. § 1391 because GM conducts substantial business in this District, has a principal place of business in this District, has caused harm to Class Members residing in this District, and because, as a corporation, GM is deemed to reside in any judicial district in which it is subject to personal jurisdiction.

PARTIES

14. Plaintiff and Named Class Representative Lorie Biggs is a resident of Livingston County, Michigan and a citizen of the United States. Plaintiff owns a 2004 Saturn Ion, VIN 1G8AN12F34Z201903, which she purchased in 2013 for her personal transportation. Although GM knew of the problems associated with the Saturn in 2013, due to its active concealment, Plaintiff was unaware of any defects with the Saturn's ignition switch at the time of purchase.

15. Since acquiring the Saturn, Plaintiff has experienced the vehicle stalling while driving. While driving, the vehicle suddenly stopped working in the middle of the road. Without warning, the engine and electrical system immediately shut down. GM was aware of this precise danger in 2005, if not earlier.³ Ms. Biggs was able to coast her vehicle off to the side of the roadway, and later restart the car safely. Fortunately, in this instance, no one was injured,

³ *The GM Ignition Switch Recall: Why Did It Take So Long?: Hearing Before the H. Energy and Commerce Comm.*, 133th Cong. (2014), Exhibit 25 Delphi Email Chain, Subject: Force Displacement Curves SC-000084 (stating "Cobalt is blowing up in their face in regards to turning the car off with the driver's knee).

although Ms. Biggs is left with a Defective Vehicle with a greatly diminished resale value. Moreover, Ms. Biggs had entrusted the Saturn to her son who is a new driver. She is no longer able to allow her new driver to use the vehicle due to its unsafe nature.

16. Defendant General Motors LLC is a Delaware corporation with its headquarters in Detroit, Michigan. GM conducts business in Michigan.

17. GM was incorporated in 2009 and on July 10, 2009, acquired substantially all assets and assumed certain liabilities of General Motors Corporation (“Old GM”) through a Section 363 sale under Chapter 11 of the U.S. Bankruptcy Code.

18. Among the liabilities and obligations expressly retained by GM after the bankruptcy are:

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

19. GM also expressly assumed:

all Liabilities arising under express written warranties of [Old GM] that are specifically identified as warranties and delivered in connection with the sale of new, certified used or pre-owned vehicles or new or remanufactured motor vehicle parts and equipment (including service parts, accessories, engines and transmissions) manufactured or sold by [Old GM] or Purchaser prior to or after the Closing and (B) all obligations under Lemon Laws.

20. Because GM acquired and operated Old GM and ran it as a continuing business enterprise, and because GM was aware from its inception of the ignition switch defects in the Defective Vehicles, GM is liable through successor liability for the deceptive and unfair acts and omissions of Old GM, as alleged in this Complaint.

21. Defendant Delphi is New Jersey Corporation with its principal place of business located in Gillingham, UK.

22. Upon Information and belief, Delphi manufactured the defective ignition switches. Delphi was a former subsidiary of Old GM until it spun off in 1999 and became an independent company. Upon information and belief, Delphi knew the ignition switches were defective at all relevant times and was in a position to manufacture a corrective device or otherwise fix the device for a minimal amount of money, likely from \$0.57 to \$4 per vehicle.

FACTUAL ALLEGATIONS

A. The Ignition Switch Defects in the Defective Vehicles

23. Given the importance that a vehicle and its electrical operating systems remain operational during ordinary driving conditions, it is imperative that a vehicle manufacturer ensure that its vehicles remain operational from the time the driver starts the vehicle until the driver intentionally shuts down the vehicle. With respect to the Defective Vehicles, GM has failed to do so.

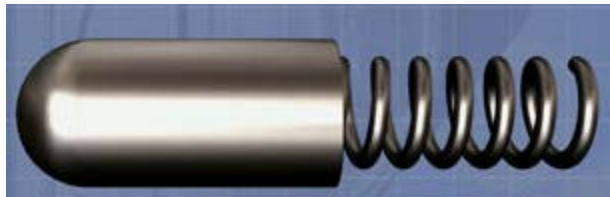
24. In the Defective Vehicles, the ignition switch defects can cause the car's engine and electrical system to shut off, disabling the power steering and power brakes and causing non-deployment of the vehicle's airbags in the event of a crash.

25. The Defective Vehicles are, therefore, unreasonably prone to be involved in accidents, and those accidents are unreasonably likely to result in serious bodily harm or death to the drivers and passengers of the Defective Vehicles, as well as to other vehicle operators and pedestrians.

26. The Defective Vehicles are defective and dangerous for multiple reasons, including the following (collectively, the "ignition switch defects"):

- (a) The ignition switches can inadvertently shut off the engine and vehicle electrical system during normal driving conditions;
- (b) When the engine and the electrical system shut down, the power steering and power brakes also shut down, creating a serious risk of accident and injury to the vehicle's occupants, occupants of other vehicles, and pedestrians;
- (c) When the electrical system shuts down, the vehicle's airbags are disabled, creating a serious risk of serious bodily harm or death if an accident occurs.

27. It has now been disclosed that the defects stem from a small, inexpensive part called the "detent plunger" reproduced below:



28. Upon information and belief, in the recalled vehicles, the spring on the detent plunger was both too short and too relaxed. The too-short, relaxed coil did not create enough tension to hold the key in the "run" position; thus, very little force was required to turn the ignition key. Therefore, if a key ring carried too much weight (i.e. a key fob, other keys, or a key chain) or if the key was bumped or jarred, the key could move out of the "run" position, shutting down the car's engine and electrical system. This in turn would prevent the airbags from deploying in the event of a crash.

GM Knew of the Ignition Switch Defects for Years, but Concealed the Defects from Plaintiff and the Class

29. GM and Old GM were, at all times, under an affirmative duty to warn customers about known defects. Under the Transportation Recall Enhancement, Accountability and Documentation Act ("TREAD Act"),⁴ and its accompanying regulations, when a manufacturer learns that a vehicle contains a safety defect, the manufacturer must promptly disclose the

⁴ 49 U. S. C. §30101-30170.

defects.⁵ If it is determined that the vehicle is defective, the manufacturer must notify owners, purchasers, and dealers of the Defective Vehicles and must remedy the defects.⁶ This duty existed throughout the Class Period.

30. Both Old GM and GM knew of the deadly ignition switch defects and their dangerous consequences since as early as 2001, but concealed their knowledge from Defective Vehicle owners.

31. A number of incidents reported nationally, pre-date GM's recall of the Cobalt, and are most likely related to the ignition switch defects.

32. Kelly Erin Ruddy, age 21, was driving a 2005 Chevrolet Cobalt north on Interstate 81 in Plains Township, Pennsylvania on January 10, 2010, when she lost control of her car causing it to roll several times, catch fire, and eject Ms. Ruddy onto the road, killing her in the process. After the accident, GM representatives removed the black box from Ms. Ruddy's vehicle at a Duryea scrapyards in the summer of 2010. Despite repeated attempts over the past several years to contact GM and retrieve the black box, the family has been unable to speak with anyone at GM. After the recall was announced, United States Senator Patrick Toomey (PA) wrote to GM demanding they return the vehicle's black box to the family. On March 24, 2014, more than four years after the accident, GM finally agreed to arrange for the return of the black box so it can be determined whether the ignition system failed causing Ms. Ruddy's death.

33. Long before Ms. Ruddy's incident, on July 29, 2005, Amber Marie Rose, age 16, died after her 2005 Chevrolet Cobalt crashed and the airbag failed to deploy. Ms. Rose's death was the first of the hundreds deaths and injuries attributable to the ignition switch defects. Ms. Rose's death was an early warning in what would become a decade-long failure by Old GM and

⁵ 49 U. S. C. §301188 (c)(1) & 2.

⁶ 49 U. S. C. §30118(b)(2)(A) & B.

GM to address the ignition switch problem.

34. Another incident involved sixteen year-old Megan Phillips. Ms. Phillips was driving a 2005 Chevrolet Cobalt that crashed in Wisconsin in 2006, killing two of her teenage friends when the car left the road and hit a clump of trees. NHTSA investigators found that the key had moved from the “run” to the “accessory” position, turning off the engine and disabling the vehicle’s airbags before impact.

35. Rather than publicly admitting the dangerous safety defects in its vehicles, GM attempted to attribute these and other incidents to “driver error.” Every year from 2005 to 2012, first Old GM and then GM received reports of deaths involving Cobalt steering and/or airbag failures, including:

- 2005: 26 Cobalt Death and Injury Incidents, including one death citing Airbag as component involved.
- 2006: 69 Cobalt Death and Injury Incidents, including two deaths citing Airbag as component involved and 4 deaths citing Unknown component.
- 2007: 87 Cobalt Death and Injury Incidents, including three deaths citing Airbag as component involved.
- 2008: 106 Cobalt Death and Injury Incidents, including one death citing Airbag as component involved and two deaths citing Unknown component.
- 2009: 133 Cobalt Death and Injury Incidents, including one death citing Airbag as component involved, one death citing Service Brake as component involved, one death citing Steering as component involved, and two deaths citing Unknown component.
- 2010: 400 Cobalt Death and Injury Incidents, including two deaths citing Airbag as component involved, 12 deaths citing steering as component involved, and one death citing Unknown component.
- 2011: 187 Cobalt Death and Injury Incidents, including two deaths citing Airbag as component involved, two deaths citing Steering as component involved, and 1 Unknown component.
- 2012: 157 Cobalt Death and Injury Incidents, including 5 deaths citing Airbag as component involved, and 4 deaths citing Steering as component involved.

36. GM now admits that Old GM learned of the ignition switch defects as early as 2001. During the pre-production development of the Saturn Ion, Old GM engineers learned that the ignition could inadvertently move from the “run” position to the “accessory” or “off” position. Old GM claimed that a switch design change “had resolved the problem.”⁷

37. In 2003, an internal report documented an instance in which the service technician observed a stall while driving. The service technician noted that the weight of several keys on the key ring had worn out the ignition switch. It was replaced and the matter was closed.⁸

38. According to GM’s latest chronology submitted to NHTSA pursuant to 49 C.F.R. §573.6, Old GM engineers encountered the problem again in 2004 during test drives of the Chevy Cobalt, before it went to market.

39. Old GM opened an engineering inquiry, known as a “Problem Resolution Tracking System inquiry” (“PRTS”), to investigate the issue. According to the chronology provided to NHTSA by GM, engineers pinpointed the problem and were “able to replicate this phenomenon during test drives.”

40. According to GM, the PRTS engineers “believed that low key cylinder torque effort was an issue and considered a number of potential solutions.” But after considering cost and the amount of time it would take to develop a fix, Old GM did nothing.

41. As soon as the 2005 Cobalt hit the market, Old GM almost immediately started getting complaints about sudden loss of power incidents, “including instances in which the key moved out of the ‘run’ position when a driver inadvertently contacted the key or steering

⁷ Danielle Ivory, *G.M. Reveals It Was Told of Ignition Defect in ‘01*, N.Y. TIMES (Mar. 12, 2014), http://www.nytimes.com/2014/03/13/business/gm-reveals-it-was-told-of-ignition-defect-in-01.html?_r=0.

⁸ *Id.*

column.”⁹ Old GM opened additional PRTS inquires.

42. In another PRTS opened in May 2005, Old GM engineers again assessed the problem and proposed that GM re-design the key head from a “slotted” to a “hole” configuration.

43. After initially approving the proposed fix, Old GM reversed course and canceled the fix.¹⁰ According to Defendants’ emails obtained by multiple news outlets, the cost to complete the fix in 2005 would have cost approximately 57 cents per unit.

44. Instead of instituting this inexpensive fix, in October 2005, Old GM simply issued a Technical Service Bulletin (“TSB”) advising service technicians and GM dealers that the inadvertent turning of the key cylinder was causing the loss of the car’s electrical system.

45. Rather than disclosing the true nature of the defects and correcting them, under the TSB, Old GM gave customers who brought in their vehicle complaining about the issue “an insert for the key ring so that it goes from a ‘slot’ design to a hole design” to prevent the key ring from moving up and down in the slot. “[T]he previous key ring” was “replaced with a smaller” one; this change was supposedly able to keep the keys from hanging as low as they had in the past.¹¹ According to GM’s records, Old GM dealers provided key inserts to 474 customers who brought their vehicles into dealers for service.¹²

46. Yet there was no recall. Unsurprisingly, Old GM continued to receive complaints.

47. In 2006, Old GM approved a design change for the Cobalt’s ignition switch supplied by Delphi. The new design included “the use of a new detent plunger and spring that

⁹ March 11, 2014 Chronology Re: Recall of 2006 Chevron HHR and Pontiac Solstice, 2003-2007 Saturn Ion, and 2007 Saturn Sky Vehicles, at 1.

¹⁰ *Id.*

¹¹ *Id.* at 1-2

¹² *Id.* at 3.

increased torque force in the ignition switch.”¹³ While new design was finally produced for model years after 2007, GM did not change the part number, and believes that some newer-model cars could have been repaired with defective older-model switches.

48. In 2007, NHTSA investigators met with Old GM to discuss its airbags, and informed Old GM of the July 2005 fatal crash involving Amber Marie Rose.

49. As described above, the airbags in Ms. Rose’s 2005 Cobalt did not deploy. Data retrieved from her vehicle’s diagnostic system indicated that the ignition was in the “accessory” position. Old GM investigated and tracked similar incidents.

50. By the end of 2007, by GM’s own admission, Old GM knew of 10 frontal collisions in which the airbag did not deploy. Plaintiff believes that Old GM actually knew of many other similar incidents involving the ignition switch defects.

51. For the next six years, GM continued to receive complaints and investigate frontal crashes in which the airbags did not deploy. However, rather than admit any possible wrongdoing, Old GM and GM both vehemently and publicly denied any culpability for accidents involving GM vehicles.

52. GM employed a harsh litigation strategy when dealing with claims brought by those harmed by its defective ignition switches. For example, “in one case, GM threatened to come after the family of an accident victim for reimbursement of legal fees if the family did not withdraw its lawsuit. In another instance, it dismissed a family [whose 23 year-old daughter died when the air bags in her Cobalt failed to deploy] with a terse, formulaic letter, saying there was no basis for [their] claims.”¹⁴ In another case, Allen Ray Floyd’s family sued GM after Allen

¹³ *Id.* at 2.

¹⁴ Hilary Stout, Bill Vlastic, Danielle Ivory, and Rebecca R. Ruiz, *General Motors Mised Grieving Families on a Lethal Flaw*, N.Y. Times, Mar. 25, 2014, <http://www.nytimes.com/2014/03/25/business/carmaker-mised-grieving->

lost control of his 2006 Cobalt and died. Just two weeks before the accident, Allen’s sister had lost control of the same vehicle and had to have it towed. GM sent a letter to a family contending the suit was “frivolous,” and, according to the family’s attorney, “telling us to drop our case or else they’d come after us.”¹⁵

53. In other instances, GM simply ignored grieving families killed by its defective vehicles. “We did call GM,” said the mother of an 18 year-old killed when he suddenly lost control of his 2007 Cobalt just less than a month GM engineers met to review ignition switch data. GM never returned their calls.¹⁶

54. According to GM, it was not until 2011 and 2012 that its examinations of switches from crashed vehicles revealed significant design differences in the torque performance of ignition switches from the 2005 Cobalts and those from the 2010 model year, the last year of the Cobalt’s production. GM again attempted to deflect any responsibility by blaming Delphi, its supplier, for the switch design.

55. In 2014, after numerous assessments and facing increasing scrutiny of its conduct and the defects in its vehicles, GM finally announced a recall for the Cobalt vehicles.

C. GM Waited Until 2014 to Finally Order a Recall of the Defective Vehicles

56. After analysis by GM’s Field Performance Review Committee and the Executive Action Decision Committee (“EFADC”), the EFADC finally decided to order a recall of some of the Defective Vehicles on January 31, 2014.

57. On February 13, 2014, GM recalled the 2005-2007 Chevrolet Cobalts and Pontiac G5s. Then, on February 25, 2014, GM doubled the size of the recall to include the Chevrolet HHR and Pontiac Solstice for model years 2006 and 2007, the Saturn Ion for model years 2003-

families-on-a-lethal-flaw.html.

¹⁵ *Id.*

¹⁶ *Id.*

2007, and the Saturn Sky for model year 2007. GM again expanded its global recall on March 28, 2014, bringing the number of recalled Defective Vehicles to 2.6 million, and including all model years of the Chevrolet Cobalt and HHR, all model years of the Saturn Io and Sky, all model years of the Pontiac G5, and model years 2006-2010 of the Pontiac Solstice.

58. According to GM, dealers should replace the ignition switch, presumably with one with sufficient torque to prevent the inadvertent shut down of the ignition, power steering, power brakes, and airbags.

59. In a video message addressed to GM employees on March 17, 2014, C.E.O. Mary Barra admitted that the Company had made mistakes and needed to change its processes. According to Ms. Barra, “Something went terribly wrong in our processes in this instance, and terrible things happened.” Barra continued to promise, “We will be better because of this tragic situation if we seize this opportunity.”¹⁷

60. GM now faces an investigation by NHTSA, hearings in both the U.S. House and Senate, and a probe by the Department of Justice.

61. Upon information and belief, at least 2.6 million Defective Vehicles remain on the road to this day; and, on information and belief, other vehicles not yet acknowledged by GM may also have the deadly ignition switch defects.

D. Old GM Promoted the Defective Vehicles as Safe and Reliable

62. On information and belief, in marketing and advertising materials, Old GM consistently promoted the Defective Vehicles as safe and reliable.

63. For example, one Cobalt ad promised that “Side curtain airbags coupled with OnStar makes every journey the safest possible to assure that you and your occupants will stay

¹⁷ Bill Vlasic and Christopher Jensen, *Something Went ‘Very Wrong’ at G.M., Chief Says*, N.Y. TIMES, Mar. 17, 2014, <http://www.nytimes.com/2014/03/18/business/gm-chief-barra-releases-video-on-recalls.html>

safe at all times.”

64. An ad for the 2006 Solstice promises that the vehicle “[b]rings power and defines performance.”

65. A 2003 television spot for the Saturn Ion closed with the tagline “Specifically designed and engineered for whatever’s next.” Another 2003 spot closed with the tagline “Saturn. People first.”

66. A 2001 print ad touting the launch of the Saturn focused on safety: “Need is where you begin. In cars, it’s about things like reliability, durability and, of course, safety. That’s where we started when developing our new line of cars. And it wasn’t until we were satisfied that we added things...”

67. Old GM made these representations to boost vehicle sales and maximize profits while knowing that the ignition switches in the Defective Vehicles were defective, posing a serious risk of an accident and injury to the Defective Vehicles’ occupants and others.

68. Throughout the relevant period, Old GM possessed vastly superior knowledge and information to that of consumers – if not exclusive information – about the design and function of the ignition switches in the Defective Vehicles and the existence of the defects in those vehicles.

69. Old GM never informed consumers about the ignition switch defects.

E. The Ignition Switch Defects have Harmed Plaintiff and the Class

70. The ignition switch defects have caused damage to Plaintiff and the Class.

71. A vehicle purchased, leased or retained with serious safety defects is worth less than the equivalent vehicle leased, purchased or retained without the defects.

72. A vehicle purchased, leased, or retained under the reasonable assumption that it is

safe is worth more than a vehicle known to be subject to the unreasonable risk of catastrophic accident because of the ignition switch defects.

73. Purchasers and lessees paid more for the Defective Vehicles, through a higher purchase price or higher lease payments, than they would have had the ignition switch defects been disclosed. Plaintiff and the Class overpaid for their Defective Vehicles because of the concealed ignition switch defects. Plaintiff did not receive the benefit of the bargain.

74. Purchasers and lessees paid more for the Defective Vehicles, through a higher purchase price or higher lease payments, due to the express warranty included with both the new and certified pre-owned vehicles. Plaintiff did not receive the benefit of the bargain.

75. Plaintiff and the Class are stuck with unsafe vehicles that are now worth less than they would have been but for GM's failure to disclose the ignition switch defects.

76. GM admits to at least twelve deaths resulting from accidents linked to the ignition switch defects in the Defective Vehicles. However, Plaintiff believes that the actual number is much higher, and that there may have been hundreds of deaths and injuries attributable to the ignitions switch defects.

77. If Old GM or GM had timely disclosed the ignition switch defects, all Class Members' vehicles would now be worth more.

SUCCESSOR LIABILITY

78. On July 10, 2009, GM acquired substantially all assets and assumed certain liability of Old GM through a Section 363 sale under Chapter 11 of the U.S. Bankruptcy Code. Bankruptcy does not immunize GM from liability here. Specifically, GM expressly assumed certain obligations under *inter alia*, the TREAD Act, and is liable for its non-disclosure of the ignition switch defects from the date of its formation on July 10, 2009, and appears to have

committed bankruptcy fraud in connection with the Section 363 sale. GM also expressly assumed liability for warranty claims in the Master Sale and Purchase Agreement of June 26, 2009, and this assumption of liability includes the claims of the Class.

79. GM has successor liability for Old GM's acts and omissions in the marketing and sale of the Defective Vehicles because it has continued the business enterprise of Old GM, including, but not limited to the following reasons:

- GM admits that it knew of the ignition system defects from the very date of its formation;
- GM has continued in the business of designing, manufacturing, and marketing vehicles, including at least some of the same vehicles as Old GM;
- GM retained the bulk of the employees of Old GM;
- GM acquired owned and leased real property of Old GM, including all machinery, equipment, tools, information technology, product inventory, and intellectual property;
- GM acquired the contracts, books, and records of Old GM; and
- GM acquired all goodwill and other intangible personal property of Old GM.

80. GM has known since 2001 that at least one of its vehicles had serious safety problems involving the defective ignition switch, while at all times advertising and promoting its GM vehicles as highly reliable and safe.

81. On numerous occasions, GM considered implementing a fix to its vehicles' ignition switch problems and deliberately chose to ignore the problems, putting millions of American in mortal danger every time one of the GM vehicles was on the roadways.

82. Nowhere in the Sale Motion or any of Old GM's bankruptcy filings did it disclose the defective ignition switch. Old GM also never disclosed the defective ignition switch during the extensive, multi-day hearing on the Sale Motion.

83. GM and Old GM did not report information within their knowledge to the

Bankruptcy Court, federal authorities (NHTSA or the Auto Task Force of the United States Department of Treasury), or consumers, nor would a reasonable and diligent investigation have disclosed that GM and Old GM had information in their possession about the existence and dangerousness of the ignition switch defects and opted to conceal that information until shortly before this action was filed.

84. GM and Old GM were, and GM remains, under a continuing duty to disclose to NHTSA, Plaintiff, and the Class the true character, quality, and nature of the Defective Vehicles; that these defects are based on dangerous, inadequate, and defective design and/or substandard materials; and that they will require repair, pose severe safety concerns, and diminish the value of the Defective Vehicles.

TOLLING OF THE STATUTES OF LIMITATION

85. All applicable statutes of limitation have been tolled by GM's and Delphi's knowing and active fraudulent concealment and denial of the facts alleged herein. Plaintiff and the Class did not discover, and did not know of facts that would have caused a reasonable person to suspect, that Old GM and GM, and Delphi did not report information within their knowledge to federal authorities or consumers, nor would a reasonable and diligent investigation have disclosed that Old GM and GM had information in their possession about the existence and dangerousness of the defects and opted to conceal that information until shortly before this class action was filed.

86. Indeed, Old GM instructed its service shops to provide Defective Vehicle owners with a new key ring if they complained about unintended shut down, rather than admit what Old GM knew – that the ignition switches were dangerously defective and warranted replacement with a properly designed and built ignition system.

87. Old GM and GM and Delphi were, and GM and Delphi remains, under a continuing duty to disclose to NHTSA, Plaintiff, and the Class the true character, quality, and nature of the Defective Vehicles; that these defects are based on dangerous, inadequate, and defective design and/or substandard materials; and that it will require repair, poses a severe safety concern, and diminishes the value of the Defective Vehicles.

88. Because of the active concealment by Old GM and GM, any and all limitations periods otherwise applicable to Plaintiff's claims have been tolled.

CLASS ALLEGATIONS

89. Under Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, Plaintiff brings this action on behalf of herself and a Class initially defined as follows: All persons in the United States who currently own or lease one or more of the following GM vehicles: 2005-10 Chevrolet Cobalt, 2006-11 Chevrolet HHR, 2007-10 Pontiac G5, 2006-10 Pontiac Solstice, 2003-07 Saturn Ion, and 2007-10 Saturn Sky. This list will be supplemented to include other GM vehicles that have the defective ignition switches, which inadvertently turn off the engine and vehicle electrical systems during ordinary driving conditions.

90. Included within the Class is a subclass of Michigan residents who own or lease Defective Vehicles (the "Michigan Subclass").

91. Excluded from the Class are GM, its employees, co-conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies; Class Counsel and their employees; and the judicial officers and their immediate family members and associated court staff assigned to this case, and all persons within the third degree of relationship to any such persons. Also excluded are any individuals claiming damages from personal injuries allegedly arising from the Defective Vehicles.

92. The Defective Vehicles include at least the following models: Chevrolet Cobalt (all model years), Chevrolet HHR (all model years), Pontiac G5 (all model years), Pontiac Solstice (2006-10 model years), Saturn Ion (all model years), and Saturn Sky (all model years).

93. Plaintiff is informed and believes that Old GM manufactured and sold to consumers at least 2.6 million Defective Vehicles nationwide and hundreds-of-thousands of Defective Vehicles in the State of Michigan. Individual joinder of all Class or Subclass members is impracticable.

94. The Class expressly disclaims any recovery for physical injury resulting from the ignition switch defects. But the increased risk of injury from the ignition switch defects serves as an independent justification for the relief sought by Plaintiff and the Class.

95. The Class can be readily identified using registration records, sales records, production records, and other information kept by GM or third parties in the usual course of business and within their control.

96. Questions of law and fact are common to the Class and the Subclass and predominate over questions affecting only individual members, including the following:

- (a) Whether the Defective Vehicles suffer from ignition switch defects;
- (b) Whether Old GM, GM, and Delphi concealed the defects;
- (c) Whether Old GM and GM misrepresented that the Defective Vehicles were safe;
- (d) Whether Old GM, GM, and Delphi engaged in fraudulent concealment;
- (e) Whether Old GM, GM, and Delphi engaged in unfair, deceptive, unlawful and/or fraudulent acts or practices in trade or commerce by failing to disclose that the Defective Vehicles were designed, manufactured, and sold with defective ignition switches;
- (f) Whether the alleged conduct by GM and Delphi violated laws as Plaintiff alleges;

- (g) Whether Old GM's, GM's and Delphi's unlawful, unfair and/or deceptive practices harmed Plaintiff and the members of the Class;
- (h) Whether Plaintiff and the members of the Class are entitled to declaratory, equitable and/or injunctive relief; and
- (i) Whether, and to what extent, GM has successor liability for the acts and omissions of Old GM.

97. Plaintiff's claims are typical of the claims of the Class members, and arise from the same course of conduct by GM, Old GM, and Delphi. The relief Plaintiff seeks is typical of the relief sought for the absent Class members.

98. Plaintiff will fairly and adequately represent and protect the interests of all absent Class members. Plaintiff is represented by counsel competent and experienced in product liability, consumer protection, and class action litigation.

99. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since joinder of all the individual Class Members is impracticable. Because the damages suffered by each individual Class Member may be relatively small, the expense and burden of individual litigation would make it very difficult or impossible for individual Class Members to redress the wrongs done to each of them individually, and the burden imposed on the judicial system would be enormous.

100. The prosecution of separate actions by the individual Class Members would create a risk of inconsistent or varying adjudications for individual Class Members, which would establish incompatible standards of conduct for GM. The conduct of this action as a class action presents far fewer management difficulties, conserves judicial resources and the parties' resources, and protects the rights of each Class Member.

101. Plaintiff is not aware of any obstacles likely to be encountered in the management

of this action that would preclude its maintenance as a class action. Plaintiff anticipates providing appropriate notice to be approved by the Court after discovery into the size and nature of the Class.

CAUSES OF ACTION

COUNT I – FRAUDULENT CONCEALMENT

(On Behalf of the Nationwide Class)

102. Plaintiff and the Class incorporate by reference each preceding and following paragraph as though fully set forth at length herein.

103. This claim is brought on behalf of the Nationwide Class.

104. GM and Delphi concealed and suppressed material facts concerning the ignition switch defects, and GM has successor liability for the acts of concealment and oppression of Old GM as set forth above.

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

106. Defendants had a duty to disclose the ignition switch defects because they were known and/or accessible only to Defendants who had superior knowledge and access to the facts, and Defendants knew they were not known to nor reasonably discoverable by Plaintiff and the Class. These omitted and concealed facts were material because they directly impact the safety of the Defective Vehicles. Whether an ignition switch was designed and manufactured with

appropriate safeguards is a material safety concern.

107. Defendants actively concealed and/or suppressed these material facts, in whole or in part, to protect their profits and avoid a costly recall, and they did so at the expense of Plaintiff and the Class.

108. On information and belief; GM and Delphi have still not made full and adequate disclosure and continue to defraud Plaintiff and the Class and conceal material information regarding the defects that exist in the Defective Vehicles and other GM vehicles.

109. Plaintiff and the Class were unaware of these omitted material facts and would not have acted as they did, if they had known of the concealed and/or suppressed facts. Plaintiff's and the Class's actions were justified. Defendants were in exclusive control of the material facts and such facts were not known to the public, Plaintiff, or the Class.

110. Because of the concealment and/or suppression of the facts, Plaintiff and the Class sustained damage because they purchased and retained vehicles that are now diminished in value from what they would have been had Defendants timely disclosed the ignition switch defects.

111. Defendants' acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiff's and the Class's rights and well-being to enrich Defendants. Defendants' conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

**COUNT II – DECLARATORY JUDGMENT ACT, 28 U.S.C. 2201, et seq., ON BEHALF
OF A RULE 23(b)(2) DECLARATORY RELIEF CLASS**

112. Each of the preceding paragraphs is incorporated by reference as though fully set

forth herein.

113. Declaratory relief is intended to minimize “the danger of avoidable loss and unnecessary accrual of damages.” Charles Alan Wright, Arthur R. Miller & Mary Kay Kane, *Federal Practice and Procedure* § 2751 (3d ed. 1998).

114. The Defective Vehicles are delivered by GM with a New Vehicle Limited Warranty. This Warranty warrants that the Defective Vehicles were free from defects at the time of delivery, stating: “Any defects still present at the time the vehicle is delivered to you are covered by the warranty.” The ignition switch defects are latent defects in the Defective Vehicles that existed at the time of delivery to the owner or lessee, and any subsequent sale.

115. There is an actual controversy between GM and Plaintiff concerning: (1) whether the ignition systems of the Defective Vehicles contain a defect; (2) whether the defects are covered by the Warranty; (3) whether the time limitations of the Warranty are nullified by GM's concealment of the ignition switch defects in the Defective Vehicles at the time of delivery to the original, or any subsequent, owner or lessee; (4) whether the recall announced by GM provides the relief available to the Class under the terms of the Warranty; and (5) whether GM is obligated to buy back the Defective Vehicles given its knowledge of the ignition switch defects as early as 2001, prior to delivery of those Defective Vehicles to the original owners, and active ongoing concealment of that knowledge from the original and subsequent owners and lessees of the Defective Vehicles for over a decade.

116. Pursuant to 28 U.S.C. § 2201 this Court may “declare the rights and legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought.”

117. Plaintiff seeks a declaration that the Defective Vehicles included a defective

ignition switch assembly, which was known to GM prior to the delivery of those Defective Vehicles to the members of the Class. Concealment of the known ignition switch defects at the time of sale denied the Class an opportunity to refuse delivery of the Defective Vehicle. As a result, the Class has a legal right to reject this vehicle today rather than accept the relief afforded by the limited recall announced by GM.

118. The declaratory relief requested herein will generate common answers that will settle the controversy relating to the Defective Vehicles and the alleged ignition switch defects. There is an economy to resolving these issues as they have the potential to eliminate the need for continued and repeated litigation.

COUNT III – VIOLATION OF MAGNUSON-MOSS CONSUMER WARRANTIES ACT,
15 U.S.C. 2301, et. seq. (“MMWA”)
(On behalf of all Classes)

119. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

120. The MMWA provides a private right of action by purchasers of consumer products against manufacturers or retailers who, inter alia, fail to comply with the terms of the written, express and/or implied warranties. 15 U.S.C. § 2310(d)(1). As alleged above, Defendants have failed to comply with the terms of its written, express, and/or implied warranties.

121. The Defective Vehicles are consumer products, as that term is defined in 15 U.S.C. § 2301(a).

122. GM is a supplier and warrantor, as that term is defined in 15 U.S.C. § 2301(4) and (5).

123. Plaintiff and each member of the Classes are consumers, as that term is defined in

15 U.S.C. § 2301(3).

124. As a warrantor, GM is obligated to afford the Class, as consumers, all rights and remedies available under the MMWA, regardless of privity.

125. The MMWA provides a cause of action for breach of warranty or other violations of the Act. 15 U.S.C. § 2310(d)(1). GM has breached its express warranties as alleged herein.

126. It also has breached its implied warranty of merchantability, which it cannot disclaim under the MMWA, 15 U.S.C. § 2308(a)(1), by failing to provide merchantable goods. Plaintiff has suffered damages as a result of GM's breaches of express and implied warranties as set forth herein; thus, this action lies. 15 U.S.C. § 2310(d)(1)-(2).

127. GM was on notice of the ignition switch defects as early as 2001, yet did not undertake any opportunity to cure until 2014, nearly thirteen years later, when GM's knowledge of the ignition switch defects was first made public. Also, once Plaintiff's representative capacity is determined, notice and opportunity to cure on behalf of the Class – through Plaintiff – can be provided under 15 U.S.C. § 2310(e).

128. GM breached its implied warranty of merchantability to Plaintiff and Class Members because the Defective Vehicles would not pass without objection in the trade, as they contained defects related to motor vehicle safety due to the ignition switch defects.

129. GM further breached its implied warranty of merchantability to Plaintiff and Class Members because the Defective Vehicles were not adequately contained, packaged, and labeled. The directions and warnings that accompanied the Defective Vehicles did not adequately instruct Plaintiff on the proper use of the Defective Vehicles in light of the ignition switch defects or adequately warn Plaintiff of the dangers of improper use of the Defective Vehicles.

130. Plaintiff and the Class Members have suffered, and are entitled to recover, damages as a result of GM's breaches of warranty and violations of the MMWA.

131. Additionally, or in the alternative, the MMWA provides for "other legal and equitable" relief where there has been a breach of warranty or failure to abide by other obligations imposed by the MMWA. 15 U.S.C. § 2310(d)(1). Rescission and Revocation of Acceptance are equitable remedies available to Class Members under the MMWA.

132. Plaintiff also seeks an award of costs and expenses, including attorneys' fees, under the MMWA to prevailing consumers in connection with the commencement and prosecution of this action. 15 U.S.C. § 2310(d)(2). Plaintiff and the Class intend to seek such an award, including expert witness costs and other recoverable costs, as prevailing consumers at the conclusion of this lawsuit.

133. It was not necessary for Plaintiff and each Class Member to give GM notice of GM's breach of the implied warranty of merchantability because GM had actual notice of the ignition switch defects. Prior to the filing of this action, GM issued a safety recall for the Defective Vehicles acknowledging the ignition switch defects. GM admitted it had notice of the ignition switch defects as early as 2001. At the time of the safety recall, GM also acknowledged that numerous accidents and fatalities were caused by the ignition switch defects. In addition to the above, the filing of this action is sufficient to provide GM notice of its breaches of the implied warranty of merchantability with respect to the Defective Vehicles.

COUNT IV – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(On Behalf of All Classes)

134. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

135. GM is a merchant who sold the Defective Vehicles to Plaintiff and Class

Members.

136. GM impliedly warranted to Plaintiff and members of the Class that the Defective Vehicles were free of defects, and were merchantable and fit for the ordinary purpose for which such goods were sold and used.

137. As alleged herein, GM's sales of the Defective Vehicles breached this implied warranty of merchantability because the Defective Vehicles were sold with latent defects described herein as the ignition switch defects. As such, the Defective Vehicles are defective, un-merchantable, and unfit for the ordinary, intended purpose at the time of sale. These ignition switch defects create serious safety risks in the operation of the Defective Vehicles.

138. GM, however, marketed, promoted, and sold the Defective Vehicles as safe and free from defects.

139. GM breached its implied warranty of merchantability to Plaintiff and the Class because the Defective Vehicles would not pass without objection in the trade, as they contained the ignition switch defects.

140. GM further breached its implied warranty of merchantability to Plaintiff and Class Members because the Defective Vehicles were not adequately contained, packaged, and labeled. The directions and warnings that accompanied the Defective Vehicles did not adequately instruct Plaintiff on the proper use of the Defective Vehicles in light of the ignition switch defects or adequately warn Plaintiff of the dangers of improper use of the Defective Vehicles.

141. GM had knowledge of, yet concealed, these defects for over a decade. Plaintiff provided reasonable and adequate notice to GM through its dealer network when seeking repairs on the vehicle following an accident. GM failed to cure the ignition switch defects that existed,

and were known to GM yet concealed from Plaintiff, at the time Plaintiff purchased her Defective Vehicle.

142. Defendants' purported disclaimer or exclusion of the implied warranty of merchantability in its written warranty is invalid, void, and unenforceable per Magnuson-Moss, 15 U.S.C. § 2308(a)(1). GM's warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable because they disclaimed defects known but not disclosed to consumers at or before the time of purchase.

143. Any contractual language contained in GM's written warranty that attempts to limit remedies is unconscionable, fails to conform to the requirements for limiting remedies under applicable law, causes the warranty to fail of its essential purpose, and is, thus, unconscionable, unenforceable, and/or void.

144. As a direct and proximate result of the breach of said warranty, Plaintiff and the Class suffered and will continue to suffer losses as alleged herein in an amount to be determined at trial.

145. Additionally, or in the alternative, Plaintiff and the Class seek declaratory relief relating to the ignition switch defects alleged herein, and the opportunity to rescind the purchase agreement for the Defective Vehicle.

146. It was not necessary for Plaintiff and each Class Member to give GM notice of GM's breach of the implied warranty of merchantability because GM had actual notice of the ignition switch defects. Prior to the filing of this action, GM issued a safety recall for the Defective Vehicles acknowledging the ignition switch defects. GM admitted it had notice of the ignition switch defects as early as 2001. At the time of the safety recall, GM also acknowledged that numerous accidents and fatalities were caused by the ignition switch defects. In addition to

the above, the filing of this action is sufficient to provide GM notice of its breaches of the implied warranty of merchantability with respect to the Defective Vehicles.

COUNT V – VIOLATION OF CONSUMER PROTECTION STATUTES
(On behalf of Consumer Protection Statute Class)

147. Plaintiff repeats and realleges each and every allegation contained above as if fully set forth herein.

148. Defendants have engaged in unfair competition or unfair, unconscionable, deceptive, or fraudulent acts or practices with respect to the sale of the Defective Vehicles in violation of the following state consumer protection and unfair competition statutes.

149. Defendants have violated Alaska Stat. 45-50-471 *et seq.*

150. Defendants have violated Ariz. Rev. Stat. § 44-1521 *et seq.*

151. Defendants have violated Arkansas Code § 4-88-101 *et seq.*

152. Defendants have violated Cal. Civ. Code § 1770 *et seq.*, Cal. Bus. & Prof. Code § 17200 *et seq.*, and Cal. Bus. & Prof. Code § 17070.

153. Defendants have violated Colo. Rev. Stat. § 6-1-101 *et seq.*

154. Defendants have violated Conn. Gen. Stat. § 42-110A, *et seq.*

155. Defendants have violated 6 Del. Code § 2513 *et seq.* and 6 Del. Code § 2532 *et seq.*

156. Defendants have violated D.C. Code Ann. § 28-3901 *et seq.*

157. Defendants have violated Florida Stat. § 501.201 *et seq.*

158. Defendants have violated Ga. Code Ann. § 10-1-370 *et seq.*

159. Defendants have violated Haw. Rev. Stat. Ann. § 481A-3.

160. Defendant has violated Idaho Code § 48-601 *et seq.*

161. Defendants have violated 815 Ill. Comp. Stat. 505/1 *et seq.* and 815 Ill. Comp.

Stat. 510/1 *et seq.*

162. Defendants have violated Ind. Code § 24-5-0.5-3.

163. Defendants have violated Iowa Code § 714H.1 *et seq.*

164. Defendants have violated Kan. Stat. Ann. § 50-623 *et seq.*

165. Defendants have violated Ky. Rev. Stat. § 367.110 *et seq.*

166. Defendants have violated Me. Rev. Stat. Ann. Tit. 5 § 205-A *et seq.*

167. Defendants have violated Md. Code Com. Law § 13-101 *et seq.*

168. Defendants have violated Mass. Gen. Laws chapter 93A § 1 *et seq.*

169. Defendants have violated Mich. Comp. Laws § 445.901.

170. Defendants have violated Minn. Stat. § 325F.69 *et seq.* and Minn. Stat. § 325D.43

et seq.

171. Defendants have violated Mo. Ann. Stat. 407.020.

172. Defendants have violated Neb. Rev. Stat. § 87-302 and Neb. Rev. Stat. § 59-1601

et seq.

173. Defendants have violated Nev. Rev. Stat. § 598.0903 *et seq.*

174. Defendants have violated New Hampshire Rev. Stat. § 358-A:1 *et seq.*

175. Defendants have violated N.J. Stat. Ann. § 56:8-1, *et seq.*

176. Defendants have violated New Mexico Stat. Ann. § 57-12-1 *et seq.*

177. Defendants have violated N.Y. Gen. Bus. Law § 349 *et seq.*

178. Defendants have violated North Carolina Gen. Stat. § 75-1.1 *et seq.*

179. Defendants have violated N.D. Cent. Code § 51-15-02.

180. Defendants have violated Ohio Rev. Code Ann. § 1345.01 *et seq.* and Ohio Rev.

Code Ann. § 4165.01 *et seq.*

181. Defendants have violated Okla. Stat. Tit. 15 § 751 *et seq.* and 78 Okla. Stat. Ann. § 51 *et seq.*

182. Defendants have violated Or. Rev. Stat. § 646.605 *et seq.*

183. Defendants have violated 73 P.S. § 201-1 *et seq.*

184. Defendants have violated Rhode Island Gen. Laws § 6-13.1-1 *et seq.*

185. Defendants have violated S.D. Codified Laws § 37-24-6 *et seq.*

186. Defendants have violated Tex. Bus. & Com. Code § 17.41 *et seq.*

187. Defendants have violated Utah Code Ann. 13-11-1 *et seq.*

188. Defendants have violated Vt. Stat. Ann. Tit. 9, § 2451 *et seq.*

189. Defendants have violated Va. Code Ann. 59.1-200 *et seq.*

190. Defendants have violated Rev. Code Wash. Ann. § 19.86.010 *et seq.*

191. Defendants have violated W. Va. Code § 46A-1-101 *et seq.*

192. Defendants have violated Wisc. Stat. § 100.18 *et seq.*

193. Defendants have violated Wyo. Stat. § 45-12-105 *et seq.*

194. Defendants' misrepresentations and omissions regarding the safety and reliability of its vehicles as set forth in this Complaint were likely to deceive a reasonable consumer, and the information would be material to a reasonable consumer.

195. Defendants' intentional and purposeful acts, described above, were intended to and did cause Plaintiff and the Class to pay artificially inflated prices for the Defective Vehicles purchased in the states listed above.

196. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and Class Members have been injured in their business and property in that they paid more for their vehicles than they otherwise would have paid in the absence of Defendants' unlawful conduct.

197. All of the wrongful conduct alleged herein occurred in the conduct of Defendants' business. Defendants' wrongful conduct is part of a pattern or generalized course of conduct that was perpetrated nationwide.

198. Plaintiff and Class Members are therefore entitled to all appropriate relief as provided for by the laws of the states listed above, including but not limited to, actual damages, injunctive relief, attorneys' fees, and equitable relief, such as restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits which may have been obtained by Defendants as a result of its unlawful conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf all others similarly situated, respectfully requests that this Court enter a judgment against GM and Delphi in favor of Plaintiff and the Class, and grant the following relief:

A. Determine that this action may be maintained as a Class action and certify it as such under Rule 23(b)(3), or alternatively certify all issues and claims that are appropriately certified; and designate and appoint Plaintiff as Class and Subclass Representative and Plaintiff's chosen counsel as Class Counsel;

B. Declare, adjudge and decree the conduct of GM and Delphi as alleged herein to be unlawful, unfair and/or deceptive, and enjoin any such future conduct;

C. Award Plaintiff and Class Members actual, compensatory damages, nominal damages, and/or statutory damages, as proven at trial;

D. Alternatively, if elected by Plaintiff and the Class, permit rescission of the purchase agreement for the Defective Vehicles requiring GM's buy-back of the Defective

Vehicles;

E. Alternatively, if elected by Plaintiff and the Class, require GM to repair the defective ignition switches or provide a comparable vehicle that does not have ignition switch defects;

F. Award Plaintiff and the Class all monies paid to Old GM because of GM's violation of the State Unfair Trade Practices and Consumer Protection Laws as set forth herein;

G. Award Plaintiff and Class Members exemplary damages in such amount as proven;

H. Award Plaintiff and Class Members their reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest; and

I. Award Plaintiff and the Class such other further and different relief as the case may require or as determined to be just, equitable, and proper by this Court.

JURY TRIAL DEMAND

Plaintiff requests a trial by jury on the legal claims, as set forth herein.

Respectfully Submitted,

Dated: May 13, 2014

/s/ Alyson Oliver _____

Alyson Oliver (P55020)

Lisa Gray (P74841)

Reed E. Eriksson (P77085)

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Attorneys for Plaintiff

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
Lorie Biggs,
(b) County of Residence of First Listed Plaintiff Livingston
(c) Attorneys (Firm Name, Address, and Telephone Number)
Alyson Oliver (P55020), Oliver Law Group PC
950 W. University Dr., Ste. 200, Rochester, MI 48307
248-327-6556

DEFENDANTS
General Motors LLC and Delphi Automotive PLC
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
Citizen of This State PTF 1 DEF 1
Citizen of Another State PTF 2 DEF 2
Citizen or Subject of a Foreign Country PTF 3 DEF 3
Incorporated or Principal Place of Business In This State PTF 4 DEF 4
Incorporated and Principal Place of Business In Another State PTF 5 DEF 5
Foreign Nation PTF 6 DEF 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)
Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District
6 Multidistrict Litigation

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC 1332(d)
Brief description of cause:
alleging that the sale of cars with defective ignition switches constituted fraudulent concealment

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$
CHECK YES only if demanded in complaint:
JURY DEMAND: X Yes [] No

VIII. RELATED CASE(S) IF ANY
(See instructions):
JUDGE Mark Goldsmith DOCKET NUMBER 14-cv-11197

DATE 05/13/2014 SIGNATURE OF ATTORNEY OF RECORD /s/ Alyson Oliver

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Exhibit P

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No.

MICHAEL LEVINE,

Plaintiff,

vs.

GENERAL MOTORS, LLC,

Defendant,

_____ /

CLASS ACTION COMPLAINT

This case arises from General Motors LLC's ("GM") unconscionable failure to disclose and active concealment of a defect in certain GM vehicles that renders them unsafe to drive and that has killed at least 13 innocent victims and likely hundreds more. The defect involves a vehicles' ignition switch system over many makes and model years, which is dangerously susceptible to failure during normal and foreseeable driving conditions (the "Ignition Switch Defect"). When the system fails, the switch turns from the "Run" (or "ON") position to either the "Off" or the "accessory" position, which then results in a loss of power, speed control, and braking, as well as disabling the vehicle's airbags. The result, of which GM has known for years and has actively concealed, has caused many deaths and significant injury to thousands of people. Accordingly, the Plaintiff, Michael Levine, individually and on behalf of all similarly situated individuals, brings this action against Defendant GM, and alleges as follows:

PARTIES

1. Plaintiff Michael Levine is a resident and citizen of Miami-Dade County, Florida. Mr. Levine owns a 2008 Chevrolet Cobalt, which he purchased new. Plaintiff chose the Cobalt, in part, because he wanted a safely designed and manufactured vehicle and he understood that a Chevrolet Cobalt has a reputation for being high-quality, durable, safe vehicles. Plaintiff did not learn of the Ignition Switch Defect until about March 2014. Plaintiff, the father of two young children, recently took his vehicle into a Chevrolet dealership and learned his ignition switch was defective and that it would take months before the ignition switch could be repaired by GM. Had GM disclosed the Ignition Switch Defect, Plaintiff would not have purchased the Cobalt, or would have paid less than he did, and would not have retained the vehicle.

2. Defendant GM is a limited liability company formed under the laws of Delaware with its principal place of business in Michigan. GM incorporated in 2009 and on July 10, 2009, acquired substantially all of the assets and certain liabilities of General Motors Corporation (“Old GM”) pursuant to a Section 363 sale under Chapter 11 of the US. Bankruptcy Code and a Master Sales and Purchase Agreement (“Agreement”).

3. Under the Agreement, GM expressly assumed the following obligation:

From and after the Closing, Purchaser [GM] shall comply with the certification, reporting and recall requirements of the National Traffic and Motor Vehicle Act, the Transportation Recall Enhancement, Accountability and Documentation Act, the Clean Air Act, the California Health and Safety Code, and similar laws, in each case, to the extent applicable in respect of vehicles parts manufactured or distributed by [Old GM].

4. GM also expressly assumed:

All Liabilities arising under express written warranties of [Old GM] that are specifically identified as warranties and delivered in connection with the sale of new, certified used or pre-owned vehicles or new or remanufactured motor

vehicle parts and equipment (including service parts, accessories, engines and transmissions) manufactured or sold by [Old GM] or Purchaser prior to or after the Closing and (B) all obligations under Lemon Laws.

5. GM is also liable through successor liability for the deceptive and unfair acts and omissions of Old GM, as alleged in this Complaint, because GM acquired and operated Old GM and ran it as a continuing business enterprise, utilizing substantially the same brand names, logos plants, offices, leadership, personnel, engineers, and employees. GM was aware from its inception of the Ignition Switch Defect in the defective vehicles, and GM and Old GM concealed the Ignition Switch Defect from the public, regulators, and the bankruptcy court. Because GM is liable for the wrongful conduct of Old GM, there is no need to distinguish between the conduct of Old GM and GM, and the Complaint will simply refer to GM as the corporate actor when describing the relevant facts.

JURISDICTION AND VENUE

6. This Court has diversity jurisdiction over this action under 28 U.S.C. §1332(d) because the amount in controversy for the Class exceeds \$5,000,000, exclusive of interest and costs, there are more than 100 Class members, and more than two-thirds of the Class is diverse from the Defendant.

7. This Court has personal jurisdiction over the Defendant because the Defendant conducts substantial business in this District, and some of the actions giving rise to the Complaint took place in this District.

8. Venue is proper in this District under 28 U.S.C. §1391(d) because a substantial part of the events or omissions giving rise to the claims occurred in this District, and because Defendant has caused harm to Class members residing in this District.

FACTUAL ALLEGATIONS

9. For years, GM manufactured and actively concealed a defect in certain of its vehicles. The ignition switch of certain makes and model vehicles are dangerously susceptible to failure during normal and foreseeable driving conditions (the “Ignition Switch Defect”). When the system fails, the switch turns from the “Run” (or “ON”) position to either the “Off” or the “accessory” position, which results in a loss of power, speed control, and braking, and disables the vehicle’s airbags.

10. The vehicles that have this defect (“Defective Vehicles”) include:

- 2003-2007 Saturn Ion
- 2007-2010 Saturn Sky
- 2007-2010 Pontiac G5
- 2006-2010 Pontiac Solstice
- 2005-2010 Chevrolet Cobalt
- 2006-2011 Chevrolet HHR

11. So far, there are approximately 2.6 million Defective Vehicles. However, there may be many more, and these numbers may grow because of GM’s active concealment of the defect.

12. GM, acknowledging that “[s]omething went wrong with our process in this instance and terrible things happened,” has recalled the Defective Vehicles to replace their ignition switch systems. Merely replacing the ignition switch systems, however, will not completely solve the problem or make the Defective Vehicles safe, because the defect also includes the location of the switch, a lack of adequate protection of the ignition switch from forces of inadvertent driver contact, and the type of key that is used.

13. In documents filed with the federal government, GM has admitted that it learned of the Ignition Switch Defect in 2001, during the pre-production development of the Saturn Ion. At that time, an internal report indicated that the car was stalling due to the problems with the ignition switch, which included “low detent plunger force” in the ignition switch. The report stated that “an ignition switch design change” solved the problem, but it obviously did not.

14. GM nonetheless began manufacturing and selling the Saturn Ion in 2002 (for the 2003 model year) with the defective ignition switch systems, which were manufactured by Delphi Automotive.

15. In 2003, an internal GM inquiry documented that a service technician observed an Ion stall after the ignition had switched off while driving. The technician noticed that “[t]he owner has several keys on the key ring,” and the report stated that “[t]he additional weight of the keys had worn out the ignition switch.” The technician replaced the ignition switch, and the inquiry was closed without further action.

16. In 2004, three GM employees driving production Ions reported that their cars had stalled from a loose ignition switch. “The switch should be raised at least one inch toward the wiper stalk . . . This is a basic design flaw and should be corrected if we want repeat sales,” one engineer reported.

17. Despite the reports, after considering “lead time required, cost, and effectiveness,” GM decided to do nothing.

18. Even worse, when GM began manufacturing and selling the Chevrolet Cobalt in 2004 (for the 2005 model year), which was essentially the same car as the Ion, it installed the same ignition switch system as it had installed in the Ion.

19. Soon after the Cobalt entered the market, GM began receiving complaints about

incidents of vehicles losing engine power, including instances in which the key moved out of the “run” position when the driver inadvertently contacted the key or steering column. Engineering inquiries, known within GM as Problem Resolution Tracking System (“PRTS”) reports, were opened to assess the issue.

20. In February 2005, GM engineers concluded that the problem had two causes: “a lower torque detent in the ignition switch . . . [and the] low position of the lock module on the [steering] column.” Again, however, GM decided not to take action.

21. During the course of a PRTS opened in May 2005, an engineer proposed that GM redesign the key head from a “slotted” to a “hole” configuration. The slot design allowed the key chain to hang lower on the key, which placed more torque on the ignition switch when the chain was contacted or moved. The proposal was initially approved, but later cancelled.

22. In June 2005, the *New York Times* reported that Chevrolet dealers were telling customers to lighten their key rings to prevent intermittent stalling and the loss of electrical power in their cars. The article included a statement from Alan Adler, GM’s Manager for Safety Communications, in which he reassured the public that the problem only occurred in “rare cases when a combination of factors is present,” that customers “can virtually eliminate the possibility by taking several steps, including removing nonessential material from their key rings” and that “when [the stalling] happens, the Cobalt is still controllable” and the “engine can be restarted after shifting to neutral.”

23. These statements were false because GM’s internal documents demonstrate that these incidents occurred when drivers were using keys with the standard key fob, and that removing non-essential items from the key ring would not “virtually eliminate” the risk of incident.

24. In July 2005, Amber Marie Rose, who was 16 years old, was killed when she drove her Cobalt off the road and struck a tree. Her driver's side airbag did not deploy, even though it should have given the circumstances of the head-on crash, and the car's ignition switch was in the "accessory/off" position at the time of the crash. GM learned of these facts in 2005 and documented them in an internal investigation file.

25. Instead of fixing the defect, in December 2005, GM issued a service bulletin to its dealers that reiterated much of the same message Mr. Adler delivered earlier that year. It indicated that the possibility of the driver inadvertently turning off the ignition was more likely to occur if the driver is short and has a large or heavy key chain, and recommended that drivers remove non-essential items from key chains. In addition, it informed dealers that it had developed an insert for the key ring to prevent it from moving up and down in the slot, and that the key ring had been replaced by a smaller design that would not hang as low as in the past. The service bulletin applied to 2003-06 Saturn Ions, 2005-06 Chevrolet Cobalts, the 2006 Chevrolet HHR, and the 2006 Pontiac Solstice, all of which were equipped with the same defective ignition switch system.

26. In October 2006, GM updated its prior service bulletin to include the 2007 Saturn Ion, the 2007 Saturn Sky, the 2007 Chevrolet Cobalt, the 2007 Chevrolet HHR, the 2007 Pontiac G5, and the 2007 Pontiac Solstice.

27. In 2006, at least two fatal accidents involving the Cobalt occurred where the cars' data recorders indicated that the ignition switches were in the "accessory" position and the front airbags failed to deploy. GM learned of this information in 2006, yet again took no corrective action.

28. In 2007 and 2008, GM became aware of at least four more such fatal accidents.

29. The NHTSA's Fatal Analysis Reporting System ("FARS") reveals 303 deaths in front seat occupants in 2005-07 Cobalt vehicles and 2003-07 Ions where the airbag failed to deploy in non-rear impact crashes.

30. GM finally made some changes to the design of the ignition switch system in 2006 to include a new detent plunger and spring. The new switch did not receive a new part number, which is considered a "cardinal sin" in the engineering community, and further concealed the defect in the switch that was installed in the Defective Vehicles.

31. In 2012, GM engineers studied 44 vehicles from across a range of make and model years, and the study revealed that vehicles tested from model years 2003 through 2007 exhibited torque performance below the original specifications established by GM. Rather than immediately notify the NHTSA of the results of this study or conduct a recall, GM continued to conceal the nature of the Ignition Switch Defect.

32. In April 2013, GM hired an outside engineering consulting firm to investigate the ignition switch system. The external report concluded that ignition switches installed in early model Cobalt and Ion vehicles did not meet GM's torque specification. Rather than immediately notify the NHTSA of the results of this report, GM continued to conceal the nature of the Ignition Switch Defect.

33. Despite its utter disregard for the public safety, GM vehicles have been marketed based on its safety from 2002 through the present. For example, in 2005, Chevrolet emphasized on its website that "[y]our family's safety is important to us . . . That's why every Chevrolet is designed with a comprehensive list of safety and security features to help give you peace of mind." Likewise, in advertisements for Saturn, GM utilized the slogan, "Saturn, People First,"

and stated that, “[i]n cars, it’s about things like reliability, durability, and of course, safety. That’s where we started when developing our new line of cars.”

34. In February 2014, almost thirteen years after first recognizing the defect, GM finally admitted publicly that the ignition switch system was defective and agreed to recall the Defective Vehicles to replace the old ignition switch with the re-designed version.

35. This recall was insufficient because it did not address the location of the ignition switch system or how low the key fob hangs on the steering column, all of which creates a risk of inadvertent driver contact and an inadvertent turning of the switch.

36. Under the Transportation Recall Enhancement, Accountability and Documentation Act (“TREAD Act”), 49 U.S.C. §§ 30101-30170, and its accompanying regulations, when a manufacturer learns that a vehicle contains a safety defect, the manufacturer must promptly disclose the defect. If it is determined that the vehicle is defective, the manufacturer must notify vehicle owners, purchasers, and dealers of the defect and must remedy the defect. GM repeatedly violated the TREAD Act by actively concealing information about the Ignition Switch Defect for more than a decade.

37. Throughout the relevant period, GM possessed vastly superior knowledge and information than its consumers – if not exclusive information – about the design and function of the ignition switch in the Defective Vehicles and the existence of the defects in those vehicles.

38. The Ignition Switch Defect has caused actual damages to Plaintiff and the Class.

39. A vehicle purchased, leased or retained with a serious safety defect is worth less than the equivalent vehicle leased, purchased or retained without the defect.

40. A vehicle purchased, leased, or retained under the reasonable assumption that it is

safe is worth more than a vehicle known to be subject to the unreasonable risk of catastrophic accident because of the ignition switch defects.

41. Purchasers and lessees paid more for the Defective Vehicles, through a higher purchase price or higher lease payments, than they would have had the ignition switch defects been disclosed. Plaintiff and the Class overpaid for their Defective Vehicles. Because of the concealed Ignition Switch Defect, Plaintiff and the Class members did not receive the benefit of their bargains.

42. Additionally, as a result of publicity regarding the Ignition Switch Defect and GM's misconduct, the value of the Defective Vehicles has diminished significantly, and GM's offer to replace the ignition switch system does not adequately address the diminished value of Plaintiff's and Class members' vehicles. Plaintiff and the Class are stuck with unsafe vehicles that are now worth less than they would have been but for GM's wrongful conduct.

TOLLING OF THE STATUES OF LIMITATION

43. All applicable statutes of limitation have been tolled by GM's knowing and active fraudulent concealment and denial of the Ignition Switch Defect. GM has been aware of the Ignition Switch Defect since at least 2001, and has concealed from the Plaintiff, the Class members, the public, and the government the complete nature of the Ignition Switch Defect.

44. Even now, after the Defective Vehicles have been recalled, GM continues to attempt to minimize the significance, danger, and nature of the Ignition Switch Defect.

45. Plaintiff and the Class members did not discover and could not have discovered with reasonable diligence the facts that would have caused a reasonable person to suspect that the Ignition Switch Defect existed or that GM did not report information within its knowledge

regarding the existence of a dangerous defect to federal authorities or consumers until shortly before this class action was filed.

46. GM was and remains under a continuing duty to disclose to the NHTSA, the Plaintiff and the Class members the true character, quality, and nature of the Defective Vehicles. GM actively concealed the true character, quality, and nature of the Defective Vehicles. Plaintiff and the Class members relied on GM's active concealment of these facts. GM is therefore estopped from relying on any statutes of limitation in this action.

47. Plaintiff brings this action on behalf of a Class of all persons in the United States who currently own one or more Defective Vehicles.

48. Plaintiff also brings this action for a subclass of Florida residents who own or lease one or more Defective Vehicles.

49. GM's gross misconduct has harmed Plaintiff and the Class members and caused them actual damages. Plaintiff and the Class members did not receive the benefit of their bargains as purchasers and lessees, as they received vehicles that were less safe, less useful, and of lower quality than represented. Plaintiff and the Class members contracted to purchase vehicles that do not unexpectedly turn off and become uncontrollable without airbag protection, but because of the Ignition Switch Defect, received defective vehicles that do unexpectedly turn off and become uncontrollable without airbag protection. Plaintiff and the Class members overpaid for their vehicles or made lease payments that were much too high. Plaintiff and the Class members would not have paid as much for their vehicles or made high lease payments had the Ignition Switch Defect been disclosed. As a result of publicity regarding the Ignition Switch Defect and GM's misconduct, the value of the Defective Vehicles has diminished significantly,

and GM's offer to replace the ignition system does not adequately address the diminished value of Plaintiff's and the Class members' vehicles.

CLASS ALLEGATIONS

50. Under Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, Plaintiff brings this action on behalf of himself and a Class initially defined as follows:

All persons in the United States who currently own or lease one or more of the following GM vehicles: 2003-07 Saturn ION; 2005-10 Chevrolet Cobalt; 2007-10 Pontiac G5; 2006-11 Chevrolet HHR; 2006-10 Pontiac Solstice; and 2007-10 Saturn Sky (the "Defective Vehicles").

51. Included within the Class is a subclass of Florida residents who own or lease the Defective Vehicles (the "Florida Subclass").

52. Excluded from the Class are GM, its employees, co-conspirators, officers, directors, legal representatives, heirs, successors, and wholly or partly owned subsidiaries or affiliated companies; class counsel and their employees; and the judicial officers and their immediate family members and associated court staff assigned to this case. Also excluded are any individuals claiming damages from personal injuries allegedly arising from the Defective Vehicles.

53. The Class can be readily identified using registration records, sales records, production records, and other information kept by GM or third parties in the usual course of business and within their control.

54. As there are approximately 2.6 million Defective Vehicles, the number of Class members is so great that joinder is impracticable.

55. The claims of the Plaintiff are typical of the claims of the Class, as Plaintiff and the Class members alike purchased or leased Defective Vehicles and were harmed in the same way by GM's uniform misconduct.

56. Plaintiff will fairly and adequately protect the interests of the other members of the Class and Subclass. Plaintiff's counsel has substantial experience in prosecuting class actions. Plaintiff and his counsel are committed to vigorously prosecuting this action, have the financial resources to do so, and do not have any interests adverse to the Class.

57. There are numerous questions of law and fact that are common to the Class and the Subclass and predominate over questions affecting only individual members, including the following:

- (a) Whether the Defective Vehicles suffer from Ignition Switch Defects;
- (b) Whether GM concealed the defects;
- (c) Whether GM misrepresented that the Defective Vehicles were safe;
- (d) Whether GM owed Plaintiff and the Class members a duty to disclose the Ignition Switch Defect;
- (e) Whether GM engaged in fraudulent concealment;
- (f) Whether GM engaged in unfair, deceptive, unlawful and/or fraudulent acts or practices in trade or commerce by failing to disclose that the Defective Vehicles were designed, manufactured, and sold with defective ignition switches; and
- (g) Whether GM's unlawful, unfair and/or deceptive practices harmed Plaintiff and the members of the Class.

58. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since joinder of all the individual Class members is impracticable. Likewise, because the damages suffered by each individual Class member may be relatively small, the expense and burden of individual litigation would make it very difficult

or impossible for individual Class members to redress the wrongs done to each of them individually, and the burden imposed on the judicial system would be enormous.

59. The prosecution of separate actions by the individual Class members would also create a risk of inconsistent or varying adjudications for individual Class members, which would establish incompatible standards of conduct for GM. The conduct of this action as a class action presents far fewer management difficulties, conserves judicial resources and the parties' resources, and protects the rights of each Class member.

**COUNT I
VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT**

60. Plaintiff incorporates paragraphs 1-59 as if fully set forth herein.

61. This claim is brought on behalf of the nationwide Class.

62. Plaintiff and the Class members are all "persons" under the Michigan Consumer Protection Act ("MCPA"), M.C.L.A. § 445.902(1)(d).

63. GM was a "person" engaged in "trade or commerce" under MCPA, M.C.L.A. § 445.902(1)(d) and (g).

64. The MCPA prohibits any "unfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce." M.C.L.A. § 445.903(1).

65. GM's conduct, as alleged in the preceding paragraphs, constitutes unfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce. In particular, GM violated the MCPA by

a. "[F]ailing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer," M.C.L.A. § 445.903(s)

b. “[m]aking a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is, “M.C.L.A. § 405.903(bb); and

c. “[f]ailing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner.” M.C.L.A. § 405.903(cc).

66. GM’s practices that violated the MCPA include, without limitation, the following:

a. GM represented that the Defective Vehicles had safety characteristics that they do not have;

b. GM represented that the Defective Vehicles were of a particular standard, quality, or grade, when they were not;

c. GM knew of the Ignition Switch Defect, but failed to disclose its existence or its complete nature, even though GM knew that such information was material to the transaction in light of GM’s prior representations;

d. GM failed to reveal material facts concerning the Ignition Switch Defect to Plaintiff, the Class members, the public, and the government, the omission of which would tend to mislead or deceive consumers, and which could not be reasonably known to the Plaintiff, the Class members, the public, and the government;

e. GM intended for the Plaintiff, the Class members, the public, and the government to rely on its misrepresentations and omissions, so that Plaintiff and the Class members would purchase or lease the Defective Vehicles; and

f. GM repeatedly violated the TREAD Act.

67. GM’s acts and practices were unfair and unconscionable, because its acts and practices offend established public policy, and because the harm GM caused consumers greatly

72. Plaintiff also seeks punitive damages against GM because it carried out reprehensible conduct with willful and conscious disregard of the rights and safety of others. GM intentionally, willfully, and repeatedly misrepresented the reliability and the safety of the Defective Vehicles, and continued to conceal material facts that only it knew, even while numerous innocent victims were killed as a result of its conduct. GM's unlawful conduct constitutes malice, oppression, and fraud justifying punitive damages.

**COUNT II
FRAUD BY CONCEALMENT**

73. Plaintiff incorporates paragraphs 1-59 as if fully set forth herein.

74. This claim is brought on behalf of the nationwide Class.

75. GM concealed and suppressed material facts concerning the Ignition Switch Defect.

76. GM had a duty to disclose the Ignition Switch Defect because it constantly represented that its vehicles were reliable and safe and advertised that it maintained the highest safety standards, and the defect was known and/or accessible to GM, which had superior knowledge and access to the facts, and GM knew that the facts were not known to or reasonably discoverable by Plaintiff and the Class. These omitted and concealed facts were material because they directly impacted the safety of the Defective Vehicles, and GM's prior representations regarding the safety of its vehicles became materially misleading when GM concealed facts regarding the Ignition Switch Defect.

77. GM actively concealed and/or suppressed these material facts, in whole or in part, to induce Plaintiff and the Class members to purchase or lease the Defective Vehicles at high prices, and to protect its profits and avoid a costly recall, and it did so at the expense of Plaintiff and the Class.

78. Plaintiff and the Class were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiff's and the Class' actions were justified.

79. Because of the concealment and/or suppression of the facts, Plaintiff and the Class sustained damages, including the difference between the actual value of that which Plaintiff and Class members paid and what they received. The value of the Defective Vehicles has been diminished by GM's wrongful conduct.

80. GM's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiff's and the Class' rights and well-being to enrich GM. GM's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future.

**COUNT III
VIOLATIONS OF THE FLORIDA UNFAIR & DECEPTIVE TRADE
PRACTICES ACT**

81. Plaintiff and the Class incorporate by reference paragraphs 1-59 as if fully set forth herein.

82. This Count is brought on behalf of the Florida Subclass.

83. Plaintiff is a "consumer" under FDUTPA, § 501.203(7), Fl. Stat.

84. GM engaged in "trade or commerce" within the meaning of FDUTPA, § 501.203(8), Fla. Stat.

85. Under the TREAD Act, 49 U.S.C. § 30101, *et. seq.*, and its corresponding regulations, if a manufacturer learns that a vehicle contains a defect and that defect is related to motor vehicle safety, the manufacturer must disclose the defect, and must promptly notify vehicle owners, purchasers, and dealers of the defect and remedy the defect. The TREAD Act

also requires manufacturers to file various reports and notify the NHTSA within days of learning of a defect.

86. From as early as 2001, GM was aware of the Ignition Switch Defect. But it waited until February 7, 2014, to finally send a letter to the NHTSA confessing that it knew of the Ignition Switch Defect and that the defect could cause vehicles to lose power and control and cause the airbags not to deploy.

87. GM's failure to disclose and active concealment of the Ignition Switch Defect violated the TREAD Act, and thereby violated FDUTPA.

88. GM also violated FDUTPA by engaging in the following practices:

a. GM represented that the Defective Vehicles had safety characteristics that they do not have;

b. GM represented that the Defective Vehicles were of a particular standard, quality, or grade, when they were not;

c. GM knew of the Ignition Switch Defect, but failed to disclose its existence or its complete nature, even though GM knew that such information was material to the transaction in light of GM's prior representations;

d. GM failed to reveal material facts concerning the Ignition Switch Defect to Plaintiff, the Florida Subclass, the public, and the government, the omission of which would tend to mislead or deceive consumers, and which could not be reasonably known to the Plaintiff, the Class members, the public, and the government; and

e. GM intended for Plaintiff, the Florida Subclass, the public, and the government to rely on its misrepresentations and omissions, so that the Plaintiff and the Florida Subclass would purchase or lease the Defective Vehicles.

89. Plaintiff and the Florida Subclass were injured as a result of GM's misconduct. Plaintiff and the Florida Subclass overpaid for the Defective Vehicles and did not receive the benefit of their bargain.

90. Plaintiff seeks damages and an order enjoining GM's unfair or deceptive acts or practices and an order requiring GM to completely remedy the defect in Plaintiff's and the Florida Subclass members' vehicles, and attorney's fees, and any other just and proper relief available under FDUTPA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf all others similarly situated, respectfully requests that this Court enter a judgment against GM, and grant the following relief:

A. Determine that this action may be maintained as a Class action and certify it as such under Rule 23(b)(3) and or 23(b)(2), or alternatively certify all issues and claims that are appropriately certified; and designate and appoint Plaintiff as Class and Subclass Representative and Plaintiff's chosen counsel as Class Counsel;

B. Declare, adjudge, and decree the conduct of GM as alleged herein to be unlawful, unfair and/or deceptive, and enjoin any such future conduct;

C. Declare, adjudge, and decree that the ignition switches in the Defective Vehicles are defective;

D. Declare, adjudge, and decree that GM must disgorge, for the benefit of the Plaintiff, the Class members, and the Subclass members all or part of the ill-gotten gains it received from the sale or lease of the Defective Vehicles;

E. Award Plaintiff, the Class members, and the Subclass members actual, compensatory damages, or, in the alternative, statutory damages, as proven at trial;

F. Alternatively, if elected by the Plaintiff, the Class members, and the Subclass members, require GM to repair the defective ignition switches or provide a comparable vehicle that does not have the ignition switch defect;

G. Award the Plaintiff, the Class members, and the Subclass members punitive damages in such amount as proven at trial;

H. Award the Plaintiff, the Class members, and the Subclass members their reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest; and

I. Award the Plaintiff, the Class members, and the Subclass members such other further and different relief as the case may require or as determined to be equitable and proper by this Court.

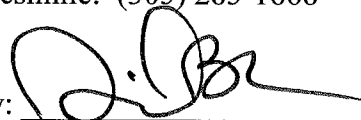
JURY TRIAL DEMAND

Plaintiff requests a trial by jury on all the legal claims alleged in this Complaint.

Dated this 13th day of May, 2014.

Respectfully submitted,

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Exhibit Q

Vehicle Safety Chief, Jeff Boyer has stated that: “Nothing is more important than the safety of our customers in the vehicles they drive.” Yet GM failed to live up to this commitment.

3. The first priority of a car manufacturer should be to ensure that its vehicles are safe, and particularly that its vehicles have operable ignition systems, airbags, power-steering, power brakes, and other safety features that can prevent or minimize the threat of death or serious bodily harm in a collision. In addition, a car manufacturer must take all reasonable steps to ensure that, once a vehicle is running, it operates safely, and its critical safety systems (such as engine control, braking, and airbag systems) work properly until such time as the driver shuts the vehicle down.

4. Moreover, a manufacturer that is aware of dangerous design defects that cause its vehicles to shut down during operation, or the vehicles’ airbags not to deploy, must promptly disclose and remedy such defects.

5. Since at least 2003, GM has sold millions of vehicles throughout the United States and worldwide that have a safety defect in which the vehicle’s ignition switch can inadvertently move from the “run” position to the “accessory” or “off” position during ordinary driving conditions, resulting in a loss of power, vehicle speed control, and braking, as well as a failure of the vehicle’s airbags to deploy.

6. There are at least two main reasons why the GM ignition switch systems are defective. The first is that the ignition switch is simply weak and therefore does not hold the key in place in the “run” position. On information and belief, the ignition switch weakness is due to a defective part known as a “detent plunger.”

7. The second reason that the ignition switch systems are defective is due to the low position of the switches in the GM vehicles referenced below. That causes the keys, and the fobs

that hang off the keys, to hang so low in the GM vehicles that the drivers' knees can easily bump them and inadvertently shut down the vehicle.

8. As used in this complaint, the "Defective Vehicles" refers to the GM vehicles sold in the United States that have defective ignition switches, including the following makes and model years:

- 2005 - 2010 Chevrolet Cobalt
- 2006 - 2011 Chevrolet HHR
- 2006 - 2010 Pontiac Solstice
- 2003 - 2007 Saturn Ion
- 2007 - 2010 Saturn Sky
- 2005 - 2010 Pontiac G5

9. Because of defects in their design, manufacture, and/or assembly, the ignition switch installed in the Defective Vehicles are, by their nature, loose and improperly positioned and are susceptible to failure during normal and expected conditions. The ignition module is located in a position in the vehicle that allows a driver to contact the key ring, and inadvertently switch the ignition position.

10. Because of its faulty design and improper positioning, the ignition switch can unexpectedly and suddenly move from the "on" or "run" position while the vehicle is in operation to the "off" or "accessory" position (the "Ignition Switch Defect"), which can occur at any time during normal and proper operation of the Defective Vehicles, meaning the ignition can suddenly switch off while it is moving at 65mph on the freeway, leaving the driver unable to control the vehicle.

11. GM installed these defective ignition switch systems in models from at least 2003 through at least 2011. GM promised that these vehicles would operate safely and reliably. This promise turned out to be false in several material respects. In reality, GM concealed and did not fix a serious quality and safety problem plaguing its vehicles.

12. To the extent warranted by the developing facts, Plaintiffs will further supplement the list of Defective Vehicles to include additional GM vehicles that have Ignition Switch Defect, which result in a loss of vehicle speed control, loss of braking control, and airbag non-deployment.

13. More importantly, the Ignition Switch Defect in GM's vehicles could have been easily avoided. From at least 2005 to the present, GM received reports of crashes and injuries that put GM on notice of the serious safety issues presented by its ignition switch system.

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

15. Despite the dangerous nature of this defect and its effects on critical safety systems, GM concealed its existence and did not disclose to consumers that its vehicles – which GM for years had advertised as “safe” and “reliable” – were in fact neither safe nor reliable.

16. This case arises from GM's breach of its obligations and duties, including GM's failure to disclose that, as a result of the Ignition Switch Defect, at least 2.6 million GM vehicles (and almost certainly more) may have the propensity to shut down during normal driving

conditions and create an extreme and unreasonable risk of accident, serious bodily harm, and death.

17. Many of the Defective Vehicles were originally designed, manufactured, marketed, and placed into the stream of commerce by GM's predecessor. GM's predecessor, General Motors Corporation (referred to as "Old GM") also violated these obligations and duties by designing and marketing vehicles with defective ignition switch systems, and then by failing to disclose that defect even after it became aware that the ignition switch defect was causing fatal accidents. In addition to the liability arising out of the statutory obligations assumed by GM, GM also has successor liability for the deceptive and unfair acts and omissions of Old GM because GM has continued the business enterprise of Old GM with full knowledge of the Ignition Switch Defects.

18. GM's predecessor, Old GM filed for bankruptcy in 2009. In July 2009, the bankruptcy court approved the sale of GM's predecessor to GM. Notwithstanding the prior bankruptcy or contractual obligations under the sale agreement, GM is liable for its own conduct. From its inception in 2009 and while extolling the safety and reliability of its vehicles, GM had its own independent knowledge of the defects in its vehicles, yet chose to conceal them.

19. Specifically, GM has actual knowledge that, because of the way in which the ignition was designed and integrated into the Defective Vehicles, the ignition switch can suddenly fail during normal operation, cutting off engine power and certain electrical systems in the cars, which, in turn, disables key vehicle components, safety features (like airbags), or other vehicle functions, leaving occupants vulnerable to crashes, serious injuries, and death.

20. The defective ignition switches were manufactured by Delphi Automotive PLC (“Delphi”). Once a subsidiary of General Motors Corporation, Delphi spun off from General Motors Corporation in 1999, and became an independent publicly held corporation.

21. Upon information and belief, Delphi knew the ignition switches were defectively designed, but nonetheless continued to manufacture and sell the defective ignition switches with the knowledge that they would be used in GM vehicles, including the Defective Vehicles.

22. Although GM and Delphi had, and have had, actual knowledge of safety defects in the Defective Vehicles for years, they fraudulently concealed and continue to fraudulently conceal material facts regarding the extent and nature of safety defects in the Defective Vehicles and what must be done to remedy the defects.

23. GM has not only fraudulently concealed material facts relating to the safety defects in the Defective Vehicles for years, but it has also made affirmative fraudulent and misleading statements, and it is continuing to make fraudulent and misleading statements to the public and to Plaintiffs regarding the nature and extent of the safety defects in the Defective Vehicles.

24. Under the Transportation Recall Enhancement, Accountability and Documentation Act (“TREAD Act”),¹ and its accompanying regulations, when a manufacturer learns that a vehicle contains a safety defect, the manufacturer must promptly disclose the defect.² If it is determined that the vehicle is defective, the manufacturer must notify vehicle owners, purchasers, and dealers of the defect and must remedy the defect.³

¹ 49 U.S.C. §§ 30101-30170

² 49 U.S.C. § 30118(c)(1) & (2).

³ 49 U.S.C. § 30118(b)(2)(A) & (B)

25. GM also violated the TREAD Act by failing to timely inform NHTSA of the ignition switch defects and allowed cars to remain on the road with these defects. These same acts and omissions also violated various State consumer protection laws as detailed below.

26. Plaintiffs bring this action on behalf of themselves and all persons in the United States who currently own or lease one or more of the Defective Vehicles, with the Subject Ignition Switches (herein referred to as “Class Members”).

27. In the alternative to their nationwide class claims, Plaintiffs also bring claims under the laws of the States that have consumer protection statutes on behalf of the respective residents of each of those States who currently own or lease one or more of the Defective Vehicles.

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

29. Upon information and belief, prior to the sale of the Defective Vehicles, GM knew of the Ignition Switch Defect through sources such as pre-release design, manufacturing, and field testing data; in-warranty repair data; early consumer complaints made directly to GM, collected by the National Highway Transportation Safety Administration’s Office of Defect Investigation (“NHTSA ODI”) and/or posted on public online vehicle owner forums; field testing done in response to those complaints; aggregate data from GM dealers; and accident data. Yet, despite this knowledge, GM failed to disclose and actively concealed the Ignition Switch

Defect from Class Members and the public, and continued to market and advertise the Defective Vehicles as reliable and safe vehicles, which they are not.

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

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

32. Plaintiffs and the Class were also damaged by the acts and omissions of Old GM for which GM is liable through successor liability because the Defective Vehicles they purchased or leased are worth less than they would have been without the ignition switch defects.

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

PARTIES

34. Plaintiff Kevin Holliday is a citizen of Texas, and a resident of Plano, which is in Collin County, Texas. Mr. Holliday was the owner of a 2007 Pontiac G5, which he purchased used in 2013. Mr. Holliday's Pontiac G5 was manufactured, sold, distributed, advertised, marketed, and warranted by GM. Mr. Holliday purchased his GM vehicle primarily for his personal, family, and household use. In March 2014, Mr. Holliday was driving his Pontiac G5 when he experienced a power loss while attempting to turn off an exit ramp. Although Mr. Holliday applied the brakes, the vehicle's power steering and power brakes failed causing a rear-end collision. The impact of the crash was severe enough that his vehicle was totaled but the air bags never deployed. Plaintiff Holliday did not learn of the ignition switch defects until about late March 2014 when he received a GM recall letter. Had GM disclosed the ignition switch defects, Plaintiff Holliday would not have purchased his Pontiac G5, or would have paid less than he did, and would not have retained the vehicle.

35. Plaintiff Elvira Calvillo is a citizen of Texas, and a resident of Katy, which is in Harris County, Texas. Ms. Calvillo owns a 2006 Chevrolet HHR, which she purchased used in 2010 at a dealership. Ms. Calvillo's Chevrolet HHR was manufactured, sold, distributed, advertised, marketed, and warranted by GM. Ms. Calvillo purchased her GM vehicle primarily for her personal, family, and household use. Ms. Calvillo has experienced several incidents consistent with the ignition defects at issue. In particular, Ms. Calvillo's Chevrolet HHR ignition would inadvertently switch to the "off" position while she was driving at least once or

twice per week. Plaintiff Calvillo did not learn of the ignition switch defects until about March 2014. Had GM disclosed the ignition switch defects, Plaintiff Calvillo would not have purchased her Chevrolet HHR, or would have paid less than she did, and would not have retained the vehicle.

36. General Motors Corporation was a Delaware corporation with its headquarters in Detroit, Michigan. The Corporation through its various entities designed, manufactured, marketed, distributed and sold Pontiac, Saturn, Chevrolet and other brand automobiles in Texas and multiple other locations in the United States and worldwide.

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

38. Under the Agreement, General Motors LLC also expressly assumed certain liabilities of General Motors Corporation, including certain statutory requirements:

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

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

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

39. Because GM acquired and operated General Motors Corporation and ran it as a continuing business enterprise, and because GM was aware from its inception of the Ignition Switch Defects in the Defective Vehicles, GM is liable through successor liability for the deceptive and unfair acts and omissions of Old GM, as alleged in this Complaint.

40. General Motors LLC is a Delaware corporation with its headquarters in Detroit, Michigan. General Motors LLC is registered with the Secretary of State and conducts business in all fifty states (including the District of Columbia). GM was incorporated in 2009 and on July 10, 2009, acquired substantially all assets and assumed certain liabilities of General Motors Corporation through a Section 363 sale under Chapter 11 of the U.S. Bankruptcy Code.

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

42. Delphi Automotive PLC is headquartered in Gillingham, Kent, United Kingdom, and is the parent company of Defendant, DPH-DAS LLC (“Delphi”) f/k/a Delphi Automotive Systems LLC, which is headquartered in Troy, Michigan.

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

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

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

46. GM and Delphi are collectively referred to in this Complaint as “Defendants”.

JURISDICTION AND VENUE

47. This Court has diversity jurisdiction over this action under 28 U.S.C. §§ 1332(a) and (d) because the amount in controversy for the Class exceeds \$5,000,000, and Plaintiffs and other Class members are citizens of a different state than Defendants.

48. This Court has personal jurisdiction over Plaintiffs because Plaintiffs submit to the Court’s jurisdiction. This Court has personal jurisdiction over Defendants because Defendants conduct substantial business in this District, and some of the actions giving rise to the complaint took place in this District.

49. Venue is proper in this District under 28 U.S.C. § 1391 because Defendants, as corporations, are deemed to reside in any judicial district in which it is subject to personal jurisdiction. Additionally, Defendants transact business within the District, and some of the events establishing the claims arose in this District.

FACTUAL ALLEGATIONS

The Defective Vehicles

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

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

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

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

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

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

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

57. The Saturn Sky and Pontiac Solstice were constructed on GM's Kappa Platform.

58. Upon information and belief, GM promoted these Defective Vehicles as safe and reliable in numerous marketing and advertising materials.

59. No reasonable consumer expects that the vehicle that he or she purchases or leases contains a known but undisclosed design defect that poses a safety risk at the time of purchase or lease.

GM Field Reports and Internal Testing Reveal a Problem

60. In 2001, during pre-production of the 2003 Saturn Ion, GM engineers learned that the ignition switch could unintentionally move from the "run" position to the "accessory" or "off" position. In an internal report generated at the time, GM identified the cause of the problem as "low detent plunger force." The "detent" is part of the ignition switch's inner workings that keeps the switch from rotating from one setting to another unless the driver turns the key. The

report stated that than an “ignition switch design change” was believed to have resolved the problem.

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

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

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

64. Additional PRTSs were opened to investigate the problem, and in May 2005, GM engineers proposed redesigning the key head from a “slotted” to a “hole” configuration to

prevent inadvertent shifting of the key in the ignition. Although GM initially approved the design, the company once again declined to act.

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

66. In April 2006, GM finally approved a design change for the Chevrolet Cobalt’s ignition switch, as proposed by the supplier Delphi. According to GM, the changes included a new detent plunger and spring, but there was no corresponding change in the ignition switch part number. GM estimates that Delphi began producing the redesigned ignition switch for all Subject Vehicles during the 2007 model year. On information and belief, this redesigned ignition switch did not cure the defect in the original switch and also did not meet design specifications.

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

68. After another PRTS in 2009, GM redesigned the Chevrolet Cobalt key, changing the top of the key from a “slot” design to a “hole” design—as had been suggested in 2005. GM instituted the change after finding that consumers “with substantially weighted key chains/additional keys hanging from ignition key have experienced accidental ignition shut-off” and the design change was intended to “significantly reduce downward force and the likelihood of this occurrence.” The new key design was produced for the 2010 model year. On information

and belief, this redesigned ignition switch did not cure the defect in the original switch and also did not meet design specifications.

69. According to Delphi, the component required to fix the Ignition Switch Defect costs approximately \$2 to \$5. GM management estimated that replacement components would cost an additional 90 cents per vehicle, but would only save 10 to 15 cents in warranty costs.

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

GM Issues Information Service Bulletins

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

72. The bulletin advised that “[t]here is potential for the driver to inadvertently turn off the ignition due to low ignition key cylinder torque/effort,” noting that risk was greater “if the driver is short and has a large and/or heavy key chain” such that “the driver’s knee would contact the key chain while the vehicle was turning.” GM dealers were told to inform consumers of this risk, and recommend “removing unessential items from their key chain.” The bulletin also informed dealers that GM had developed an insert for the key ring so that “the key ring cannot move up and down in the slot any longer – it can only rotate on the hole” and that the key ring

has been replaced by a smaller design such that “the keys [will] not hang[] as low as in the past.”

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

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

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

76. In October 2006, GM updated the Information Service Bulletin, “Information on Inadvertent Turning of Key Cylinder, Loss of Electrical System and No DTCs” (#05-02-35-007A) to include additional vehicles and model years. Specifically, GM included the 2007

Chevrolet Cobalt, the 2007 Chevrolet HHR, the 2007 Pontiac G5, the 2007 Pontiac Solstice, the 2007 Saturn Ion, and the 2007 Saturn Sky. The updated bulletin included the same service advisories to GM dealers as the earlier version.

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

Reports of Unintended Engine Shut Down

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

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

Crash Reports and Data

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

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

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

83. In 2006, there were at least two fatalities associated with a Chevrolet Cobalt crash. Information from the car's data recorder indicated that the ignition switch was in "accessory" instead of run, and the front airbags failed to deploy.

84. In 2007, GM reviewed available sensor data from nine front-impact Cobalt crashes where the airbags did not deploy. GM discovered that in four of the crashes, the ignition was in the "accessory position." Crash information for the other Subject Vehicles was not reviewed.

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

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

87. GM has identified 8 frontal-impact crashes in the United States involving 2003 to 2007 Saturn Ion vehicles in which the Ignition Switch Defect may have caused or contributed to

the failure of the safety airbags to deploy. These crashes resulted in four fatalities and six injuries to occupants.

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

GM's Belated Repair Recall of Some Vehicles

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

90. The notice also did not identify all the vehicles affected by the Ignition Switch Defect.

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

92. In a February 24, 2014 letter to the NHTSA, GM amended the Part 573 Report to include a more detailed chronology. The chronology indicated that GM first learned of the

Ignition Switch Defect during the launch of the 2005 Chevrolet Cobalt from field tests by its engineers.

93. On February 25, 2014, GM amended its Part 573 Report to cover additional models and model years due to the same Ignition Switch Defect. Specifically, GM identified the 2003 to 2007 model years of the Saturn Ion, 2006 and 2007 model years of the Chevrolet HHR, 2007 model year of the Pontiac Solstice, and 2007 model year of Saturn Sky vehicles.

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

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

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

97. On March 28, 2014, GM filed a new Part 573 report, which expanded the recall set forth in its February 25, 2014 filing. GM’s March 28, 2014 report indicated that several additional model year vehicles may be affected by the Ignition Switch Defect. GM identified those vehicles as the 2008-2010 Chevrolet Cobalt, 2008-2011 Chevrolet HHR, 2008-2010

Pontiac Solstice, 2008-2010 Pontiac G5, and 2008-2010 Saturn Sky. The March 28, 2014 report added over one million vehicles to the total affected by the Ignition Switch Defect, including the vehicle owned by Plaintiffs.

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

99. GM has advised the public that the replacement ignition switches “ARE NOT CURRENTLY AVAILABLE.”

SUCCESSOR LIABILITY

100. As discussed above, GM expressly assumed certain obligations under, *inter alia*, the TREAD Act, and is liable for its non-disclosure and concealment of the ignition switch defects from the date of its formation on July 10, 2009.

101. GM has successor liability for Old GM’s acts and omissions in the marketing and sale of the Defective Vehicles because it has continued the business enterprise of Old GM, for the following reasons:

- a) GM admits that it knew of the ignition system defects from the very date of its formation;
- b) GM has continued in the business of designing, manufacturing, and marketing vehicles, including at least some of the same vehicles as its predecessor, Old GM;
- c) GM retained the bulk of the employees of its predecessor, Old GM;

- d) GM acquired owned and leased real property of its predecessor, Old GM, including all machinery, equipment, tools, information technology, product inventory, and intellectual property;
- e) GM acquired the contracts, books, and records of its predecessor, Old GM; and
- f) GM acquired all goodwill and other intangible personal property of its predecessor, Old GM.

TOLLING OF THE STATUTE OF LIMITATIONS

Fraudulent Concealment Tolling

102. Upon information and belief, GM has known of the Ignition Switch Defect in the vehicles since at least 2001, and certainly well before Plaintiffs and Class Members purchased the Defective Vehicles, and has concealed from or failed to notify Plaintiffs, Class Members, and the public of the full and complete nature of the Ignitions Switch Defect, even when directly asked about it by Class Members during communications with GM and GM dealers.

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

104. In 2005, GM issued a Technical Service Bulletin to dealers and service technicians directing that customers be advised to “remove unessential items from their key chains” to avoid inadvertent ignition switching, but did not identify or disclose the Defect.

105. GM also stated, in 2005, that it was “rare” for the Ignition Switches in the Defective Vehicles to unintentionally move from the “on” position to the “accessory” or “off” position. GM knew that this statement was untrue, but issued the statement to exclude suspicion and preclude inquiry.

106. In 2007 and 2010, GM withheld information from the NHTSA when it knew that the NHTSA was investigating airbag non-deployment in certain GM vehicles. Indeed, NHTSA’s understood that airbag systems “were designed to continue to function in the event of a power loss during a crash.” This understanding was confirmed by available GM service literature reviewed during NHTSA’s due diligence effort. GM, however, had evidence that power loss caused by the Ignition Switch Defect could also prevent the deployment of airbags. Despite its knowledge and familiarity with NHTSA’s investigation, GM withheld this information, which delayed its recall by several years.

107. In February 2014, GM instituted only a limited recall, only identifying two of the several models with the Ignition Switch Defect. Likewise, the later recall expanded to include five additional model years and makes does not fully disclose all the vehicles affected by the Ignition Switch Defect. On March 28, 2014, GM expanded the recall yet again to include all model years of each vehicle affected by the ignition switch recall. GM has revealed the scope of the recall in a hazardous, piecemeal fashion, under duress from Congress and intense consumer backlash.

108. Upon information and belief, there are other GM vehicles that have the Ignition Switch Defect that have not yet been disclosed by GM.

109. As GM CEO Mary Barra explained during testimony before the House Committee on Energy and Commerce on April 1, 2014, GM's active concealment of the Ignition Switch Defect was the result of a "cost culture" versus one that placed an emphasis on safety.

110. Pursuant to 49 U.S.C. § 30118(c), GM was obligated and had a duty to disclose the Ignition Switch Defect to the NHTSA when it learned of the defect and/or decided in good faith that the Defective Vehicles did not comply with an applicable motor vehicle safety standard.

111. Any applicable statute of limitation has therefore been tolled by GM's knowledge, active concealment, and denial of the facts alleged herein, which behavior is ongoing.

Estoppel

112. GM was and is under a continuous duty to disclose to Plaintiffs and Class Members the true character, quality, and nature of the vehicles. GM actively concealed the true character, quality, and nature of the vehicles and knowingly made misrepresentations about the quality, reliability, characteristics, and performance of the vehicles. Plaintiffs and Class Members reasonably relied upon GM's knowing and affirmative misrepresentations and/or active concealment of these facts. Based on the foregoing, GM is estopped from relying on any statutes of limitation in defense of this action.

Discovery Rule

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

114. However, Plaintiffs and Class Members had no realistic ability to discern that the vehicles were defective until—at the earliest—after the Ignition Switch Defect caused a sudden unintended ignition shut off. Even then, Plaintiffs and Class Members had no reason to know the

sudden loss of power was caused by a defect in the ignition switch because of GM's active concealment of the Ignition Switch Defect.

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

CLASS ALLEGATIONS

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

117. The proposed nationwide class is defined as:

Nationwide Class

All persons in the United States who purchased or leased a GM Defective Vehicle: (2005-2010 Chevrolet Cobalt; 2006-2011 Chevrolet HHR; 2006-2010 Pontiac Solstice; 2003-2007 Saturn Ion; 2007-2010 Saturn Sky; and 2005-2010 Pontiac G5) and any other GM vehicle model containing the same ignition switch as those Defective Vehicle models (Class Members).

This list will be supplemented to include additional GM vehicles that have the defective ignition switches which inadvertently turn off the engine and vehicle electrical systems during ordinary driving conditions.

118. In addition to, and in the alternative Plaintiffs bring this action on behalf of the following State Classes:

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

119. Excluded from this Class are: (1) Defendants, any entity or division in which Defendants have a controlling interest, and their legal representatives, officers, directors, assigns, and successors; (2) the Judge to whom this case is assigned and the Judge’s staff; (3) governmental entities; and (4) those persons who have suffered personal injuries as a result of the facts alleged herein. Plaintiffs reserve the right to amend the Class definition if discovery and further investigation reveal that the Class should be expanded, divided into additional subclasses, or modified in any other way.

120. **Numerosity.** Although the exact number of Class Members is uncertain and can only be ascertained through appropriate discovery, the number is great enough such that joinder is impracticable. The disposition of the claims of these Class Members in a single action will provide substantial benefits to all parties and to the Court. Class Members are readily identifiable from information and records in GM’s possession, custody, or control.

121. **Typicality.** The claims of the representative Plaintiffs are typical of the claims of the Class in that the representative Plaintiffs, like all Class Members, purchased or leased a GM Defective Vehicle designed, manufactured, and distributed by Defendants. The representative Plaintiffs, like all Class Members, have been damaged by Defendants’ misconduct in that they have incurred costs relating to the Ignition Switch Defect. Neither Plaintiffs’ nor the Class members would have purchased the Defective Vehicles had they known of the defects in the vehicles. Furthermore, the factual bases of Defendants’ misconduct are common to all Class Members and represent a common thread of misconduct resulting in injury to all Class Members.

122. **Commonality.** Common questions of law and fact exist as to Plaintiffs and Class Members that predominate over any question affecting only individual Class Members, the

answers to which will advance resolution of the litigation as to all Class Members. Such common legal and factual issues include, but are not limited to:

- a. whether the GM Vehicles suffer from the Ignition Switch Defect;
- b. whether Defendants knew or should have known about the Ignition Switch Defect, and, if yes, how long Defendants have known of the Defect;
- c. whether GM and its predecessor had knowledge of the Ignition Switch Defect prior to its issuance of the current safety recall;
- d. whether GM and its predecessor concealed defects affecting the Defective Vehicles;
- e. whether GM and its predecessor's misrepresentations and omissions regarding the safety and quality of its vehicles were likely to deceive a reasonable person;
- f. whether GM and its predecessor breached its applicable warranties;
- g. whether the defective nature of the GM Vehicles constitutes a material fact reasonable consumers would have considered in deciding whether to purchase or lease a GM Vehicle;
- h. whether GM had a duty to disclose the defective nature of the Subject Vehicles to Plaintiffs and Class Members;
- i. whether GM omitted and failed to disclose material facts about the Defective Vehicles;
- j. whether GM concealment of the true defective nature of the Defective Vehicles induced Plaintiffs and Class Members to act to their detriment by purchasing or leasing the Vehicles;

- k. whether GM violated state consumer protection statutes, including, *inter alia*, the Michigan Consumer Protection Act (“MCPA”), Mich. Comp. L. Ann. § 445.903 *et seq.*, and if so, what remedies are available under § 445.911;
- l. whether GM violated various state consumer protection statutes;
- m. whether the Defective Vehicles were unfit for the ordinary purposes for which they were used, in violation of the implied warranty of merchantability;
- n. whether Plaintiffs and Class Members are entitled to a declaratory judgment stating that the ignition switches in the Defective Vehicles are defective and/or not merchantable;
- o. whether GM should be declared responsible for notifying all Class Members of the defect and ensuring that all GM vehicles with the Ignition Switch Defect are recalled and repaired;
- p. whether damages, restitution, equitable, injunctive, compulsory, or other relief is warranted; and
- q. whether injunctive relief enjoining the reoccurrence of Defendant's conduct and/or declaratory relief that such conduct is unlawful, is warranted.

123. **Adequacy.** Plaintiffs will fairly and adequately represent and protect the interests of the Class. Plaintiffs have retained counsel with substantial experience in prosecuting consumer class actions, including actions involving defective products. Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf of the Class and have the financial resources to do so. Neither Plaintiffs nor their counsel have interests adverse to those of the Class.

124. **Declaratory and Injunctive Relief.** GM has acted or refused to act on grounds generally applicable to Plaintiffs and the other members of the Nationwide and Statewide Classes, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to the Class Members as a whole.

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

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

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

128. Defendants have acted in a uniform manner with respect to the Plaintiffs and Class Members as all Class Members have received for all intents and purposes the identical Important Safety Recall letter from GM in accordance with the National Traffic and Motor Vehicle Safety Act.

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

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

Asserted on Behalf of the Nationwide Class

**Violation of the Magnuson-Moss Warranty Act,
15 U.S.C. §§ 2301 et seq. ("MMWA")**

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

131. This Claim is brought against GM on behalf of the Nationwide Class.

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

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

134. Plaintiffs and Class Members are consumers as defined in 15 U.S.C. § 2301(3). They are consumers because they are person entitled under applicable state law to enforce against the warrantor the obligations of its implied warranty.

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

136. GM is a supplier and warrantor as defined in 15 U.S.C. § 2301(4)-(5).

137. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is damaged by failure of a warrantor to comply with a written or implied warranty. GM breached these warranties as described in more detail herein.

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

139. In connection with its sales of the Defective Vehicles, GM gave an implied warranty as defined in 15 U.S.C. § 2301(7); namely, the implied warranty of merchantability. As a part of the implied warranty of merchantability, GM warranted that the Defective Vehicles were fit for their ordinary purpose as safe passenger motor vehicles, would pass without objection in the trade as designed, manufactured, marketed, and were adequately contained, packaged, and labeled.

140. GM is liable to Plaintiffs and the Class Members pursuant to 15 U.S.C. § 2310(d)(1), because it breached the implied warranty of merchantability.

141. GM breached its implied warranty of merchantability to Plaintiffs and the Class Members because the Defective Vehicles were not fit for the ordinary purposes for which they are used—namely, as safe passenger motor vehicles. The Ignition Switch Defect, which affects ignition switch systems in the Defective Vehicles, may, among other things, result in the vehicle's airbags not deploying in a crash event, increasing the potential for occupant injury or death. This safety defect makes the Defective Vehicles unfit for their ordinary purpose of providing safe transportation.

142. GM further breached its implied warranty of merchantability to Plaintiffs and the Class Members because the Defective Vehicles would not pass without objection in the trade, as they contained a defect that relates to motor vehicle safety due to the Ignition Switch Defect in each of the Defective Vehicles.

143. GM further breached its implied warranty of merchantability to Plaintiffs and the Class Members because the Defective Vehicles were not adequately contained, packaged, and labeled. The directions and warnings that accompanied the Defective Vehicles did not adequately instruct Plaintiffs and Class Members on the proper use of the Defective Vehicles in light of the Ignition Switch Defect, or adequately warn Plaintiffs and Class Members of the dangers of improper use of the Defective Vehicles.

144. At the time of the delivery of the Defective Vehicles, GM did not provide instructions and warnings to Plaintiffs and Class Members to not place extra weight on their vehicles' key chains, including a fob or extra keys. According to GM, placing extra weight on the vehicles' key chain increases the chances that the ignition switch will unintentionally move from the "on" position to the "accessory" or "off" position.

145. At the time of the delivery of the Defective Vehicles, GM did not provide instructions and warnings to Plaintiffs and Class Members to avoid rough, bumpy, and uneven terrain while driving their vehicles. Traveling across such terrain increases the chances that the ignition switch in the Defective Vehicles will unintentionally move from the "on" position and into the "accessory" or "off" position, especially when the key chains were weighted down with a fob, additional keys or other items.

146. At the time of the delivery of the Defective Vehicles, GM did not provide instructions and warnings to Plaintiffs and Class Members to carefully avoid brushing or

bumping up against their vehicles' key chains with a body part. According to GM, brushing or bumping up against the Defective Vehicles' key chains increases the chances that the ignition switch in the Defective Vehicles will unintentionally move from the "on" position and into the "accessory" or "off" position.

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

148. Pursuant to 15 U.S.C. § 2310(d)(1), Plaintiffs and the Class Members are entitled to recover the damages caused to them by GM's breach of the implied warranty of merchantability, which damages constitute the difference in value between the Defective Vehicles as warranted (their sales prices) and the Defective Vehicles as actually delivered (perhaps worth \$0.00) (*i.e.*, a total or partial refund of the full purchase prices of the Defective Vehicles), plus loss of use and other consequential damages arising after the date of delivery of the Defective Vehicles.

149. Pursuant to 15 U.S.C. § 2310(d)(2), Plaintiffs and the Class Members are entitled to recover a sum equal to the aggregate amount of costs and expenses (including attorneys' fees based on actual time expended) determined by the Court to have been reasonably incurred by Plaintiffs and Class Members in connection with the commencement and prosecution of this action.

SECOND CLAIM FOR RELIEF

Asserted on Behalf of the Nationwide Class

**Violation of Michigan Consumer Protection Act (“MCPA”),
Michigan Comp. Laws Ann. § 445.903 *et seq.*, and the Consumer
Protection Acts of Substantially Similar States**

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

151. This Claim is brought on behalf of the Nationwide Class.

152. At all times relevant hereto, there was in full force and effect Mich. Comp. Laws Ann. § 445.903 *et seq.* (the “MCPA”).

153. Plaintiffs and the Class Members were “person[s]” within the meaning of the MCPA, M.C.L.A § 445.902(1)(d).

154. At all relevant times hereto, Defendants were “persons” engaged in “trade or commerce” within the meaning of the MCPA, M.C.L.A. § 445.902(1)(d) and (g).

155. The MCPA holds unlawful “[u]nfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce.” M.C.L.A. § 445.902(1).

156. The practices of Defendants violate the MCPA for, *inter alia*, one or more of the following reasons:

- a. Represented that the Defective Vehicles had approval, characteristics, uses, and benefits that they do not have;
- b. Defendants provided, disseminated, marketed, and otherwise distributed uniform false and misleading advertisements, technical data and other information to consumers regarding the safety, performance, reliability, quality, and nature of the Defective Vehicles;

- c. Defendants represented that the Defective Vehicles were of a particular standard, quality, or grade, when they were of another;
- d. Defendants engaged in unconscionable commercial practices in failing to reveal material facts and information about the Defective Vehicles, which did and tended to, mislead Plaintiffs and the Class about facts that could not reasonably be known by the consumer until the February and March 2014 recalls;
- e. Defendants failed to reveal facts concerning the Ignition Switch Defect that were material to the transaction in light of representations of fact made in a positive manner;
- f. Defendants failed to reveal material facts concerning the Ignition Switch Defect to Plaintiffs and the Class Members, the omission of which would tend to mislead or deceive consumers, including Plaintiffs and the Class;
- g. Defendants made material representations and statements of fact to Plaintiffs and the Class that resulted in Plaintiffs and the Class Members reasonably believing the represented or suggested state of affairs to be other than what they actually were; and
- h. Defendants intended that Plaintiffs and Class Members rely on their misrepresentations and omissions, so that Plaintiffs and other Class Members would purchase or lease the Defective Vehicles.

157. Plaintiffs seek injunctive relief to enjoin Defendants from continuing their unfair and deceptive acts or; seek monetary relief against Defendants measured as the greater of (a) actual damages in an amount to be determined at trial and (b) statutory damages in the amount of

\$250 for Plaintiffs and each Class Member, reasonable attorneys' fees; and any other just and proper relief available under the Mich. Comp. L. Ann. § 445.911.

158. Plaintiffs also seek punitive damages against Defendants because they carried out despicable conduct with willful and conscious disregard of the rights and safety of others. Defendants intentionally and willfully misrepresented the safety and reliability of Defective Vehicles, deceived Plaintiffs and Class Members on life-or-death matters, and concealed material facts that only it knew, all to avoid the expense and public relations nightmare of correcting a deadly flaw in the Defective Vehicles it repeatedly promised Plaintiffs and Class Members were safe. Defendants' unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

THIRD CLAIM FOR RELIEF

Asserted on Behalf of the Nationwide Class

Fraudulent Concealment

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

160. This Claim is brought on behalf of the Nationwide Class.

161. As set forth above, Defendants concealed and/or suppressed material facts concerning the safety of their vehicles from Plaintiffs, Class Members, the public and NHTSA. GM knew that the Defective Vehicles were designed and manufactured with defective ignition switches, but GM concealed those material facts.

162. Defendants had a duty to disclose these safety issues because they consistently marketed their vehicles as reliable and safe and proclaimed that Defendants maintain the highest safety standards. Once Defendants made representations to the public about safety, Defendants

were under a duty to disclose these omitted facts, because where one does speak one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

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

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

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

166. As a result of the concealment and/or suppression of facts, Plaintiffs and Class Members have sustained and will continue to sustain damages arising from the difference

between the actual value of that which Plaintiffs and the Class paid and the actual value of that which they received.

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

FOURTH CLAIM FOR RELIEF

Asserted on Behalf of the Texas Class

Violations of the Texas Deceptive Trade Practices Act ("Texas DTPA"), e

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

169. This Claim is brought on behalf of Plaintiffs Kevin Holliday and Elvira Calvillo, and the Texas Class.

170. Defendants' above-described acts and omissions constitute false, misleading or deceptive acts or practices under the Texas Deceptive Trade Practices Consumer Protection Act, Tex. Bus. & Com. Code § 17.41, *et seq.* ("Texas DTPA").

171. Plaintiffs are "consumers" within the meaning of the Texas DTPA, who purchased or leased one or more Defective Vehicles.

172. By failing to disclose and actively concealing the dangerous risk of ignition switch movement, engine shutdown, and disabled safety airbags in Defective Vehicles, Defendants engaged in deceptive business practices prohibited by the Texas DTPA, including:

- a. representing that Defective Vehicles have characteristics, uses, benefits, and qualities which they do not have;
- b. representing that Defective Vehicles are of a particular standard, quality, and grade when they are not;
- c. advertising Defective Vehicles with the intent not to sell them as advertised;
- d. representing that a transaction involving Defective Vehicles confers or involves rights, remedies, and obligations which it does not; and
- e. failing to disclose information concerning Defective Vehicles with the intent to induce consumers to purchase or lease the Defective Vehicles.

173. As alleged above, Defendants made numerous material statements about the safety and reliability of Defective Vehicles that were either false or misleading. Each of these statements contributed to the deceptive context of Defendants' unlawful advertising and representations as a whole.

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

175. In purchasing or leasing their vehicles, the Plaintiffs and Texas Class Members relied on the misrepresentations and/or omissions of Defendants with respect of the safety and reliability of the vehicles. Defendants' representations turned out not to be true because the vehicles can unexpectedly and dangerously have ignition switch movement, shutting down the engine, and disabling the safety airbags.

176. Had the Plaintiffs known this they would not have purchased or leased their Defective Vehicles and/or paid as much for them.

177. Defendants also breached express and implied warranties to Plaintiffs and the Class, as set out above, and are, therefore liable to Plaintiffs and the Class for damages under §§ 17.50(a)(2) and 17.50(b) of the Texas DTPA. Defendants' actions also constitute an unconscionable action or course of action under §17.50(a)(3) of the Texas DTPA.

178. Plaintiffs and the Class sustained damages as a result of the Defendants' unlawful acts and are, therefore, entitled to damages and other relief provided for under § 17.50(b) of the Texas DTPA. Because Defendants' conduct was committed knowingly and/or intentionally, the Plaintiffs and the Class are entitled to treble damages.

179. For those Plaintiffs and the Class who wish to rescind their purchases, they are entitled under § 17.50(b)(4) to rescission and other relief necessary to restore any money or property that was acquired from them based on violations of the Texas DTPA.

180. Plaintiffs and the Class also seek court costs and attorneys' fees under § 17.50(d) of the Texas DTPA.

181. Plaintiffs presently do not claim the relief sought above pursuant to Tex. Bus. Com. Code § 17.505, until Plaintiffs' counsel, on behalf of Plaintiff Kevin Holliday and Elviria Calvillo and the Texas Class, serve Defendants with notice of their alleged violations of the Texas DTPA relating to the Defective Vehicles purchased by the Plaintiffs and Class Members, and demanding that Defendants correct or agree to correct the actions described therein. If Defendants fail to do so, Plaintiffs seek all damages and relief to which Plaintiffs and the Class are entitled.

FIFTH CLAIM FOR RELIEF

Asserted on Behalf of the Texas Class

**Breach of Express Warranty,
Tex. Bus. & Com. Code § 2.313**

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

183. This Claim is brought on behalf of Plaintiffs Kevin Holliday and Elvira Calvillo, and the Texas Class.

184. Defendants are and were at all relevant times a merchant with respect to motor vehicles.

185. In the course of selling the Defective Vehicles, Defendants expressly warranted to repair and adjust to correct defects in materials and workmanship of any party supplied by Defendants. Defendants have not repaired or adjusted the Defective Vehicles' materials and workmanship defects described herein.

186. Defendants also expressly warranted through statements and advertisements that the Defective Vehicles were of high quality, and at minimum, would actually work properly and safely.

187. These warranties were made, *inter alia*, in advertisements and in uniform statements made by Defendants to the public and consumers of the Defective Vehicles. These affirmations and promises were part of the basis of the bargain between Defendants, on the one hand, and Plaintiffs and other Class Members, on the other hand.

188. Defendants breached these warranties by knowingly selling or leasing to Plaintiffs and other Class Members the Defective Vehicles with dangerous defects, and that were not of high quality.

189. Furthermore, the limited warranty of repair and/or adjustments of defective parts fails in its essential purpose because the contractual remedy is insufficient to make the Plaintiffs and other Class Members whole.

190. Accordingly, recovery by Plaintiffs and the other Class Members are not limited to the limited warranty of repair or adjustments to parts defective in materials or workmanship, and Plaintiffs, individually and on behalf of other Class Members, seek all remedies as allowed by law.

191. Defendants have actual knowledge of the dangerous defects alleged herein. Moreover, Defendants were provided notice of these issues and defects through numerous other complaints filed against it, as well as internal knowledge derived from testing and internal expert analysis. Nevertheless, Defendants have failed to correct these defects in the Defective Vehicles.

192. Plaintiffs and Class Members have been damaged as a direct and proximate result of the breaches by Defendants in that the Defective Vehicles purchased or leased by Plaintiffs and other Class Members were and are worth for less than what Plaintiffs and other Class Members paid to purchase or lease, which was reasonably foreseeable to Defendants.

193. As a direct and proximate result of Defendants' breach of the warranties, Plaintiffs and other Class Members have been damaged in an amount to be proven at trial.

SIXTH CLAIM FOR RELIEF

Claim for Actual Damages/Expense Reimbursement Fund

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

195. This Claim is brought on behalf of all Plaintiffs and Members of all Classes.

196. Plaintiffs and Class Members have incurred out-of-pocket expenses and damages in attempting to rectify the Ignition Switch Defect in their GM Vehicles, and such expenses and losses will continue as they must take time off from work, pay for rental cars or other transportation arrangements, child care and the myriad expenses involved in going through the recall process to correct the defect.

197. Plaintiffs and Class Members seek payment of such damages and reimbursement of such expenses under the consumer statutes and applicable law invoked in this Complaint. While such damages and expenses are individualized in detail and amount, the right of the Class Members to recover them presents common questions of law. Equity and fairness to all Class Members requires the establishment by court decree and administration under Court supervision of a Defendant-funded program, using transparent, consistent, and reasonable protocols, under which such claims can be made and paid, such that Defendants, not the Class members, absorb the losses and expenses fairly traceable to the recall of the vehicles and correction of the defect.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of any and all issues in this action so triable of right.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs on behalf of themselves and all others similarly situated, respectfully request that the Court enter judgment in their favor and against Defendants as follows:

- A. an order certifying the proposed Class, designating Plaintiffs as the named representatives of the Class, and designating the undersigned as Class Counsel;

- B. a declaration that the ignition switches in Defective Vehicles are defective;
- C. a declaration that the Defendants are financially responsible for notifying all Class Members about the defective nature of the Defective Vehicles;
- D. an order enjoining Defendants to desist from further deceptive distribution, sales, and lease practices with respect to the Defective Vehicles, and directing Defendants to permanently, expeditiously, and completely repair the Defective Vehicles to eliminate the Ignition Switch Defect;
- E. an award to Plaintiffs and Class Members of compensatory, exemplary, and statutory penalties, damages, including interest, in an amount to be proven at trial;
- F. a declaration that the Defendants must disgorge, for the benefit of Plaintiffs and Class Members, all or part of the ill-gotten profits it received from the sale or lease of the Defective Vehicles, or make full restitution to Plaintiffs and Class Members;
- G. an award of attorneys' fees and costs, as allowed by law;
- H. an award of pre-judgment and post-judgment interest, as provided by law;
- I. leave to amend this Complaint to conform to the evidence produced at trial; and
- J. such other relief as may be appropriate under the circumstances.

Dated: May 14, 2014

RESPECTFULLY SUBMITTED,

/s/ Mitchell A. Toups

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Attorneys for Plaintiffs and the Proposed Classes

Exhibit R

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11 and on behalf of all others similarly situated

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 SONIA NAVA, individually, and on
15 behalf of all others similarly situated,
16 Plaintiffs,
17 v.
18 GENERAL MOTORS, LLC., and
19 DOES 1 through 10, inclusive,
20 Defendants.

21) CASE NO.
22)
23) **CLASS ACTION COMPLAINT**
24)
25) **JURY TRIAL DEMANDED**
26)
27)
28)

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INTRODUCTION

Plaintiff Sonia Nava, individually and on behalf of the other members of the California class she seeks to represent (“the Class”) against General Motors, LLC (“GM” or “Defendant”), alleges upon personal knowledge as to herself and her own acts, and as to all other matters upon information and belief, based upon the investigation made by the undersigned attorneys, as follows:

NATURE OF THE CASE

1. Plaintiff brings this class action seeking redress and remedy from GM on behalf of herself and the other class members, each of whom purchased or leased one or more of the following vehicles: 2003-2007 Saturn Ion (“Defective Vehicles”).

2. Each of the Defective Vehicles contains a uniformly designed ignition switch which is substantially similar for all the Defective Vehicles, with the key position of the lock module on the steering column, and an ignition key with a slot for a key ring at the top (hereinafter referred to as “Key System”). The Key System on these vehicles is prone to fail during ordinary and foreseeable driving situations. GM has actual knowledge that, because of the way in which the Key System was designed and integrated into the Defective Vehicles, the ignition switch can suddenly fail during normal operation, cutting off engine power and certain electrical systems in the cars, which in turn, disables key vehicle components, safety features (like airbags), or other vehicle functions, leaving occupants vulnerable to crashes, serious injuries, and death.¹

3. The Key System defects in the Defective Vehicles have been linked to at least thirty-one crashes and thirteen deaths, and GM has recognized that the Key System poses an “increas[ed] risk of injury or fatality” to occupants because the ignition switch may move out of the “run” position during operation.”

¹ See Exhibit A, GM Recall Letter.

1 4. Although GM has, and has had, actual knowledge of safety defects in
2 the Key System in the Defective Vehicles for years, it fraudulently concealed and
3 continues to fraudulently conceal material facts regarding the extent and nature of
4 safety defects in the Defective Vehicles and what must be done remedy them.

5 5. In fact, GM has not only fraudulently concealed material facts relating
6 to the safety defects in the Key System in the Defective Vehicles for years, but it
7 has also made affirmative fraudulent and misleading statements, and it is continuing
8 to make fraudulent and misleading statements to the public and the Class regarding
9 the nature and extent of the safety defects in the Key System in the Defective
10 Vehicles.

11 6. While GM has initiated a recall of identified vehicles in which is
12 acknowledges a defect with the ignition switch itself, it knows – and one of its
13 engineering documents reflect – that the defects transcend just the ignition switch
14 and also include the placement of the ignition switch, a lack of adequate protection
15 of the ignition switch from forces of inadvertent driver contact, and the use of
16 different types of keys. To fully remedy the problem and render the Defective
17 Vehicles safe and of economic value to their owners again, additional design
18 elements beyond a new ignition switch are needed.

19 7. The fact that GM has, to date, issued a partial recall despite knowing
20 the insufficiency thereof underscores GM’s ongoing, fraudulent concealment and
21 fraudulent misrepresentation of the nature and extent of the defects, and makes this
22 class action even more important to obtaining the proper remedy for Plaintiffs and
23 the other Class members.

24 8. GM’s defective Key System design, combined with GM’s past and
25 ongoing failure to adequately warn of, or remedy, that design, and its past and
26 ongoing fraudulent concealment and/or fraudulent misrepresentation of the full
27 nature and extent of the defects in that design in the Defective Vehicles, has
28 proximately caused and continues to cause Plaintiff and the other Class members to

1 suffer economic damages because they purchased or leased vehicles that: (a) have
2 diminished value as they presently exist because the Key System cannot be
3 operated safely without fear of catastrophic event; and (b) require modification of
4 the Key System, beyond that included in the recent GM recall of the Defective
5 Vehicles, to be operated safely or sold to other buyers, as demonstrated by GM's
6 own internal documents that have not been disclosed to the general public (but that
7 are discussed below).

8 9. Through this action, Plaintiff, individually and on behalf of the other
9 Class Members, seeks injunctive relief in the form of a repair to fully remedy the
10 defects in the Key System such that the Defective Vehicles have their economic
11 value restored and can be operated safely and/or damages to compensate them for
12 the diminished value of their Defective Vehicles as a result of the defect and GM's
13 wrongful conduct related to same.

14 **JURISDICTION AND VENUE**

15 10. This court has subject matter jurisdiction over this action under the
16 Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d). Plaintiff alleges and
17 believes that the aggregate claims of the Class exceed \$5,000,000 exclusive of
18 interest and costs. There are more than 100 class members, and many members of
19 the Class are diverse from GM.

20 11. This court has personal jurisdiction over GM because GM's contacts
21 with the State of California are systematic, continuous, and sufficient to subject
22 them to personal jurisdiction in this Court.

23 12. Venue is proper in this district under 28 U.S.C. § 1391 because a
24 substantial part of the events or omissions giving rise to the claims occurred within
25 this District, and because Plaintiff Nava is a resident of Orange County, California,
26 which is in this District.

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PARTIES

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13. Plaintiff Sonia Nava is a citizen of the State of California, and is a resident of Santa Ana, which is in Orange County, California.

14. Plaintiff Nava owns a 2004 Saturn Ion.

15. Induced by GM’s fraudulent concealment and misrepresentations about the existence of a defect of the severity and extent of the defects, which left her without knowledge of the conditions or the lack of value in a vehicle containing such unremedied defects, Plaintiff purchased her Saturn Ion during the liability period in California. She would not have paid as much as she did for the vehicle had she known that, as sold, it was defective.

16. Plaintiff Nava was recently informed about the recall but her GM dealer has yet to correct the problem.

17. GM should have disclosed the Key System defects when Plaintiff Nava purchased the vehicle. Plaintiff Nava would not have purchased the vehicle or paid as much as she did had she known of the defects.

Defendant

18. GM is a Delaware limited liability company doing business in all fifty states with its principle place of business in Detroit, Michigan.

19. GM, which is a successor GM entity resulting from the GM chapter 11 bankruptcy proceeding, contractually assumed liability for the claims in this lawsuit. The Defective Vehicles were originally designed, manufactured, marketed and distributed into the stream of commerce by GM’s predecessor, General Motors Corporation (sometimes referred to here as “old GM”). In July 2009, Defendant General Motors, LLC (“new GM”) purchased the old GM.

20. The sale of the old GM to new GM was memorialized in a contract that made new GM legally responsible for those vehicles still on the road and recognized that it is responsible for these vehicles despite old GM’s bankruptcy. See Amended and Restated Mater Sale and Purchase Agreement Section 2.2 which

1 defines Purchased Assets as “all inventories of vehicles....finished
2 products...wherever located, including any of the foregoing in the possession
3 of...customers.”

4 21. Under this Agreement, Defendant GM also “Assumed Liabilities”
5 which included “all Liabilities arising out of, relating to, in respect of, or in
6 connection with the use, ownership or sale of the Purchased Assets after Closing.”

7 22. In addition, Defendant GM is liable for the claims alleged here
8 because since 2009, new GM has had its own independent knowledge of the defects
9 in the Defective Vehicle and the need for the multiple design steps to be undertaken
10 to fully resolve those defects so as to prevent injury and economic harm to owners
11 of GM vehicles.

12 23. For all these reasons, and others to be confirmed or which may emerge
13 during the course of discovery, Defendant GM is the proper party against whom to
14 assert the claims herein, and Plaintiff and the Class will use the term GM from
15 point forward in the Complaint to refer collectively to both GM entities.

16 **FACTUAL BACKGROUND**

17 **The Defective Vehicles Have Common Defects in their Key Systems, and GM**
18 **knew of the Defects for at Least a Decade and a Concealed them**

19 24. In 2001, during development testing of the 2003 Saturn Ion, GM
20 learned that the engines in those cars were stalling due to defects in the Key System
21 therein. GM chose not to fix these defects. Instead, in 2002, GM began
22 manufacturing and selling 2003 Saturn Ions with defective Key System.

23 25. In 2004, GM engineers reported that the ignition switch on the Saturn
24 Ion was so weak and so low on the steering column that the driver’s knee could
25 easily bump the key and turn off the car.

26 26. This defect was sufficiently serious for a GM engineer, in January
27 2004, as part of GM’s vehicle evaluation program, to affirmatively conclude, in
28 writing, that “[t]his is a basic design flaw and should be corrected if we want repeat

1 sales.”

2 27. GM had actual knowledge of this defect. In fact, on February 28,
3 2005, it issued a bulletin with recommendations/instructions to its dealers
4 informing them of the “potential for a driver to inadvertently turn off the ignition
5 due to low key ignition cylinder torque/effort.” GM informed its dealers that if a
6 customer reports these issues, the “customer should be advised of this potential and
7 take steps, such as removing unessential items from their key chains, to prevent it.”

8 28. GM knew that the inadvertent turning off of the ignition in the
9 Defective Vehicles was not due to items on a consumer’s key chain but rather was
10 due to design defects in the Key System in those vehicles.

11 29. Rather than disclose this serious safety problem that uniformly affects
12 the Defective Vehicles, GM, instead concealed and obscured the problems electing
13 to wait until customers brought their cars to a dealership after an engine-stalling
14 incident.

15 30. As of February 2005, GM engineers knew that the Saturn Ion vehicles
16 had the safety-related defects discussed in this complaint.

17 31. Pursuant to 49 C.F.R. § 573.6, which requires an automobile
18 manufacturer to “furnish a report to the NGTSA for each defect...related to motor
19 vehicle safety,” GM had a duty, no later than February 2005 to disclose the safety
20 related defects in the Defective Vehicles.

21 32. Instead of complying with its legal obligations, GM fraudulently
22 concealed the Key System defect from the public – including Plaintiff and the other
23 Class Members – and continued to manufacture and sell Saturn Ions with these
24 known safety defects, causing Plaintiff and the other Class Members to purchase
25 and own, and continue to own, vehicles that contained a defective and dangerous
26 system.

27 33. Although GM had actual knowledge of safety defects that it was
28 concealing, GM continued to sell hundreds of thousands of Defective Vehicles,

1 reaping profits from those sales from purchasers who were never informed the
2 vehicles they were purchasing had a defective Key System and therefore, were
3 unable to consider that information in deciding whether to purchase or lease the
4 Defective Vehicles.

5 **GM Issues a recall**

6 34. In April 2014, GM issued a recall for defects related to vehicle safety
7 that exist in all 2003-2007 MY Saturn Ion vehicles. The notice applied to
8 Plaintiff's 2004 Saturn ION. The recall notice informed Plaintiff and other class
9 members that the parts needed for the recall repairs are becoming available for
10 dealers and advised Plaintiff to contact her GM dealer to schedule an appointment
11 to have the recall repairs performed. The notice also informed Plaintiff that she
12 should remove all items from the key ring since under certain conditions, the
13 ignition switch may move out of the "run" position, resulting in partial loss of
14 electrical power and turning off the engine.

15 35. GM's recall is woefully inadequate, and ten years too late. Since at
16 least 2005, GM has known that simply replacing the ignition switches on the
17 Defective Vehicles is not a solution to the potential for the key to inadvertently turn
18 from the "run" to the "accessory/off" position in these vehicles.

19 36. Additionally, GM's recall fails to address the design defect that causes
20 the key fob/chain to hang too low on the steering column. Thus, even when the
21 ignition switches are replaced, this defective condition would still exist in the
22 Defective Vehicles and there continues to be the potential for a driver to contact the
23 key chain and inadvertently turn the key from the "run" to the "accessory/off"
24 position.

25 37. This recall also fails to address the design defects in the Defective
26 Vehicles which disables the airbag immediately upon the engine shutting off.

27 **CLASS ACTION ALLEGATIONS**

28 38. Plaintiff brings this action as a class under F.R.C.P. 23(a). 23(b)(2),

1 and 34(b)(3) and on behalf of herself and all others similarly situated. Plaintiff
2 seeks to represent a California class initially defied as:

3 39. All current and former owners and lessees of a Defective Vehicle who
4 were issued recall notices by GM. And appropriate sub-class exists for all current
5 and former California owners and lessees of a Defective Vehicle who were issued
6 recall notices by GM.

7 40. Excluded from the state class are GM, as well as GM's employees,
8 affiliates, officers, and directors, including franchised dealers, any individuals who
9 experienced physical injuries as a result of the defects at issue in this litigation, and
10 the judge and court staff to whom this case is assigned. Plaintiff reserves the right
11 to amend the definition of the class if discovery or further investigation reveals that
12 the class should be expanded or otherwise modified.

13 41. **Numerosity and impracticality of joinder.** The members of the class
14 are so numerous that joinder of all members is impractical. Thousands of class
15 members purchased or leased the Saturn Ions. These members of the class are
16 easily and readily identifiable from information and records in GM's possession,
17 custody, or control.

18 42. **Commonality and predominance.** There are common questions of
19 law and fact that predominate over any questions affecting the individual members
20 of the class. Common legal and factual questions include, but are not limited to:

- 21 (a) Whether GM breached the duty of reasonable care it owed to the Class;
22 (b) Whether GM's breach of its duties directly and proximately caused the
23 class damages;
24 (c) Whether GM omitted, misrepresented, concealed, or manipulated material
25 facts from Plaintiffs and the Class regarding defects, the actions taken to
26 address the defects, and the result of those actions;
27 (d) Whether GM had a duty to disclose those defects to Plaintiff and the other
28 class members;

- 1 (e) Whether GM engaged in fraud, fraudulent concealment, and made
- 2 fraudulent representations to the public;
- 3 (f) Whether Plaintiff and the Class members are entitled to damages; and
- 4 (g) Whether Plaintiff and the Class Members are entitled to equitable relief or
- 5 other relief, and the nature of such relief.

6 43. **Typicality.** Plaintiff's claims are typical of the claims of the other
7 class members because Plaintiff and the Class Members purchased the vehicle that
8 continued defective parts. Neither Plaintiff nor the other class members would have
9 purchased the Saturn had they known of the defects in the vehicles. These defects
10 pose an unreasonable risk of harm to the Plaintiff and the Class. Plaintiff and the
11 other class members suffered damages as a direct proximate result of the same
12 wrongful practices that GM engaged in. Plaintiff's claims arise from the same
13 practices and course of conduct that give rise to the claims of the other class
14 members. Plaintiff's claims are based upon the same legal theories as the claims of
15 the other class members.

16 44. **Adequacy.** Plaintiff will fully and adequately protect the interests of
17 the other members of the class and have retained class counsel who are experienced
18 and qualified in prosecuting class actions, including consumer class actions and
19 other forms of complex litigation. Neither Plaintiff nor her counsel has interests
20 that conflict with the interests of the other class members.

21 45. **Declaratory and Injunctive Relief.** GM has acted or refused to act
22 on grounds generally applicable to Plaintiffs and the other members of the class,
23 thereby making appropriate final injunctive relief and declaratory relief, as
24 described below, with respect to the class members as a whole.

25 46. **Superiority.** A class action is superior to all other available methods
26 for the fair and efficient adjudication of this controversy because, among other
27 thing: it is economically impracticable for members of the class to prosecute
28

1 individual actions; prosecution as a class action will eliminate the possibility of
2 repetitious and redundant litigation; and a class action will enable claims to be
3 handled in an orderly, and expeditious manner.

4 **FIRST CAUSE OF ACTION**

5 **Violation of Magnuson-Moss Warranty Act (Federal “Lemon Law”)**

6 **15 U.S.C. §§ 2301, *et seq.***

7 47. Plaintiff repeats and realleges all paragraphs above as if fully set forth
8 herein.

9 48. This court has jurisdiction to decide claims brought under 15 U.S.C. §
10 2301 by virtue of 28 U.S.C. § 1332(a)-(d).

11 49. Plaintiffs are “consumers” within the meaning of the Magnuson-Moss
12 Warranty Act, 15 U.S.C. § 2301(3).

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

15 51. The Saturn Ion 2004 and other Defective Vehicles are “consumer
16 products” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. §
17 2301(1).

18 52. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer
19 who is damaged by the failure of a warrantor to comply with a written or implied
20 warranty.

21 53. GM’s express warranties are written warranties within the meaning of
22 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The Saturn Ion’s implied
23 warranties are covered under 15 U.S.C. § 2301(7).

24 54. GM breached these warranties.

25 55. The amount in controversy of Plaintiff’s individual claims meets or
26 exceeds the sum of \$25. The amount in controversy of this action exceeds the sum
27 of \$50,000, exclusive of interest and costs, computed on the basis of all claims to be
28 determined in this lawsuit. Plaintiff, individually and on behalf of the other class

1 members, seek all damages permitted by law, including diminution of value of their
2 vehicles, in an amount to be proven at trial.

3 **SECOND CAUSE OF ACTION**

4 **Fraudulent Concealment**

5 56. Plaintiff repeats and realleges all paragraphs above as if fully set forth
6 herein.

7 57. GM concealed material facts from Plaintiffs, the other Class members,
8 the public, and the NHTSA. GM knew that the Saturn Ions were designed and
9 manufactured with Key System defects, but GM concealed those material facts.
10 Although the Defective vehicles contain material safety defects that GM knew or
11 should have known of, at the time of distribution, GM recklessly manufactured and
12 distributed those vehicles to consumers in the United States. Those consumers had
13 no knowledge of the defects.

14 58. GM had a duty to disclose the facts to Plaintiffs, the other Class
15 Members, the public, and the NHTSA, but failed to do so.

16 59. GM knew that Plaintiff and the other class members had no knowledge
17 of those facts and that neither Plaintiff nor the Class Members had an equal
18 opportunity to discover those facts. GM was in a position of superiority over
19 Plaintiff and the other Class members. Indeed, Plaintiff and the other Class
20 members trusted GM not to sell or lease them vehicles that were defective or that
21 violated federal law governing motor vehicle safety.

22 60. By failing to disclose these material facts, GM intended to induce
23 Plaintiff and the class members to purchase or lease defective vehicles.

24 61. Plaintiff and the other Class members reasonably relied on GM's
25 nondisclosure.

26 62. Plaintiff and the other Class members would not have purchased or
27 leased the Saturn Ion had they known of the ignition-switch defect, or certainly
28 would not have paid as much as they did.

1 63. GM reaped the benefit of the sale and leases of the Defective Vehicles
2 as a result of its nondisclosure.

3 64. As a direct and proximate result of GM's wrongful conduct, Plaintiffs
4 and the other class member have suffered or will suffer damages, including the cost
5 of repairing the Key Systems in their vehicles to fully remedy the defects such that
6 the Defective Vehicles can be operated safely, and the diminished value of their
7 defective vehicles as a result of defect's and GM's wrongful conduct related to the
8 same.

9 65. GM's conduct was knowing, intentional, with malice, and
10 demonstrated a complete lack of care, and was in reckless disregard for the rights of
11 Plaintiffs and the other class members, such that punitive damages are appropriate.

12 **THIRD CAUSE OF ACTION**

13 **Violation of California Unfair Competition Law**

14 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***

15 66. Plaintiff repeats and realleges all paragraphs above as if fully set forth
16 herein.

17 67. California Business and Professions Code § 17200 prohibits any
18 "unlawful, unfair, or fraudulent business acts or practices."

19 68. GM has violated the unlawful and unfair prongs of § 17200 because
20 the Defective Vehicles share a common design defect in that they are equipped with
21 defective Key Systems that can suddenly fail during normal operation, leaving
22 occupants of the Defective Vehicles vulnerable to crashes, serious injury, and
23 death. GM has admitted that the Defective Vehicles are defective in issuing its
24 recall.

25 69. GM failed to adequately disclose and remedy this issue.

26 70. GM's conduct offends established public policy, as the harm GM
27 caused to consumer greatly outweighs any benefits associated with those practices.

28 71. Plaintiff and the other Class members have suffered an injury in fact,

1 including the loss of money or property, as a result of GM's unfair, unlawful,
2 and/or deceptive practices.

3 72. GM has violated the fraudulent prong of § 17200 because GM
4 misrepresented the quality, safety, and reliability of the Defective Vehicles.

5 73. The Plaintiff and the class members relied on the
6 misrepresentations/omissions of GM with respect to the quality, safety, and
7 reliability of the Defective Vehicles. Plaintiff and the Class would not have
8 purchased or leased the Defective Vehicles and/or paid as much for them but for
9 GM's misrepresentations and/or omissions.

10 74. All of the wrongful conduct alleged herein occurred, and continues to
11 occur, in the conduct of GM's business. GM's wrongful conduct is part of a pattern
12 or generalized course of conduct that is still perpetuated and repeated in California.

13 75. Plaintiff, individually and on behalf of the Class, request that this
14 Court enjoin GM from continuing its unfair, unlawful, and/or deceptive practices
15 and restore to Plaintiff and the other class members any money acquired by its
16 unfair competition, including restitution and/or restitutionary disgorgement, as
17 provided in Cal. Bus. & Prof. Code § 17203, and Cal. Civ. Code § 334.

18 **FOURTH CAUSE OF ACTION**

19 **Violation of the California False Advertising Law**

20 **Cal. Civ. Code §§ 17500, et seq.**

21 76. Plaintiff repeats and realleges all paragraphs above as if fully set forth
22 herein.

23 Cal Business and Profession Code § 17500 states:

24 It is unlawful for any...corporation...with intent directly or indirectly to
25 dispose of real or personal property...to induce the public to enter into any
26 obligation relating thereto, to make or disseminate or cause to be made or
27 disseminated...from this state before the public in any state, in any
28 newspaper or other publication, or any advertising device,...or in any other

1 manner or means whatever, including over the Internet, any
2 statement...which is untrue or misleading, and which is known, or which by
3 the exercise of reasonable care should be known, to be untrue or misleading.

4 77. Through advertising, marketing, and other publications, GM caused
5 statements to be disseminated that were untrue or misleading, and that were known,
6 or that by the exercise of reasonable care should have been known to GM, to be
7 untrue and misleading to consumers, including Plaintiffs and other Class members.

8 78. GM has violated § 17500 because its misrepresentations and omissions
9 regarding the safety and reliability of its Defective Vehicles were material and
10 likely to deceive a reasonable consumer.

11 79. Plaintiff and the other class members have suffered an injury in fact,
12 including the loss of money or property, as a result of GM's unfair, unlawful,
13 and/or deceptive practices. In purchasing or leasing their Defective Vehicles,
14 Plaintiff and the Class relied on the misrepresentations and/or omissions of GM
15 with respect to the safety and reliability of the Defective Vehicles.

16 80. GM's representations turned out to be false because the Defective
17 Vehicles share a common design defect in that they are equipped with defective
18 Key Systems that can suddenly fail during normal operations, leaving occupants of
19 the Defective Vehicles vulnerable to crashes, serious injury, and death. Had
20 Plaintiffs and the other class members known this, they would not have purchased
21 or leased their Defective Vehicles and/or paid as much for them.

22 81. Accordingly, Plaintiff and the Class overpaid for their defective
23 vehicles and did not receive the benefit of their bargain.

24 82. All of the wrongful conduct alleged herein occurred, and continues to
25 occur in the conduct of GM's business. GM's wrongful conduct is part of a pattern
26 of generalized course of conduct that is still perpetuated and repeated in California.

27 83. Plaintiff, individually and on behalf of the Class, requests that this
28 Court enjoin GM from continuing its unfair, unlawful, and/or deceptive practices

1 and to restore Plaintiffs and the other Class members any money acquired by unfair
2 competition, including restitution and/or restitutionary disgorgement, and other
3 such relief as is appropriate.

4 **FIFTH CAUSE OF ACTION**

5 **Violation of Song-Beverly Consumer Warranty Act (California’s “Lemon
6 Law”) for Breach of Warranty Cal. Civ. Code § 1790, *et seq.***

7 84. Plaintiff repeats and realleges all paragraphs above as if fully set forth
8 herein.

9 85. Plaintiff and the other Class members who purchased their Defective
10 Vehicles in California are “buyers” within the meaning of Cal. Civ. Code § 1791.

11 86. The Defective Vehicles are “consumer goods” within the meaning of
12 Cal. Civ. Code § 1791(a).

13 87. GM is a “manufacturer” of the Defective Vehicles within the meaning
14 of Cal. Civ. Code § 1791(j).

15 88. Plaintiff and the Class bought/leased new motor vehicles manufactured
16 by GM.

17 89. GM made express warranties to Plaintiffs and the other Class members
18 within meaning of Cal. Civ. Code §§ 1791.2 and 1793.2 in its warranty, manual,
19 and advertising, as described above.

20 90. The Defective Vehicles share a common design defect in that they are
21 equipped with defective Key Systems that can suddenly fail during normal
22 operations, leaving occupants of the Defective Vehicles vulnerable to crashes,
23 serious injury, and death. GM has admitted that the Defective Vehicles are
24 defective in issuing its recall.

25 91. The Defective Vehicles are covered by GM’s express warranties. The
26 defects described herein substantially impair the use, value, and safety of the
27 Defective Vehicles to reasonable consumers, including Plaintiff and the Class.

28 92. GM was provided notice of these issues and defects by numerous

1 complaints filed against it, as well as its own internal knowledge derived from
2 testing and internal expert analysis.

3 93. GM has had the opportunity to cure the defect in the Defective
4 Vehicles but is has chosen not to do so. GM has had ample warning of the defect
5 through various complaints, filed both in court with the NHTSA, and directly with
6 GM, and it has failed to remedy the defect. Giving GM a chance to cure the defect
7 is simply not practicable here and would serve only to delay this litigation.

8 94. As a result of GM's breach of its express warranties, Plaintiff and the
9 Class received goods whose dangerous condition substantially impairs their value
10 to Plaintiff and the other Class members. Plaintiffs and the other Class members
11 have been damaged as a result of diminished value of GM's products, the product's
12 malfunctioning, and the non-use of their Defective Vehicles.

13 95. Pursuant to Cal. Civ. Code §§ 1793.2 & 1794, Plaintiff and the Class
14 are entitled to damages and other legal and equitable relief including, at their
15 election, the purchase price of their vehicles, or the overpayment or diminution in
16 value of their Defective Vehicles.

17 96. Pursuant to Cal. Civ. Code § 1794, Plaintiff and the other Class
18 members are entitled to costs and attorneys' fees.

19 **SIXTH CAUSE OF ACTION**

20 **Violation of Song-Beverly Consumer Warranty Act (California's "Lemon
21 Law") for Breach of Implied Warranty Cal. Civ. Code § 1790, *et seq.***

22 97. Plaintiff repeats and realleges all paragraphs above as if fully set forth
23 herein.

24 98. Plaintiff and the other Class members who purchased their Defective
25 Vehicles in California are "buyers" within the meaning of Cal. Civ. Code § 1791.

26

27 99. The Defective Vehicles are "consumer goods" within the meaning of
28 Cal. Civ. Code § 1791(a).

1 100. GM is a “manufacturer” of the Defective Vehicles within the meaning
2 of Cal. Civ. Code § 1791(j).

3 101. GM impliedly warranted to Plaintiff and the other Class members that
4 the Defective Vehicles were “merchantable” within the meaning of Cal. Civ. Code
5 §§ 1791.1(a) & 1791, however, the Defective Vehicles do not have the quality that
6 a buyer would reasonably expect.

7 102. Cal. Civ. Code § 1791.1(a) states: “implied warranty of
8 merchantability” or “implied warranty that goods are merchantable” means that the
9 consumer goods meet each of the following:

- 10 (1) Pass without objection in the trade under the contract description.
11 (2) Are fit for ordinary purposes for which such goods are used.
12 (3) Are adequately contained, packaged, and labeled.
13 (4) Conform to the promises or affirmations of facts made on the container or
14 label.

15 94. The Defective Vehicles would not pass without objection in the
16 automotive trade because they share a common design defect in that they are
17 equipped with defective Key Systems that can suddenly fail during normal
18 operations, leaving occupants of the Defective Vehicles vulnerable to crashes,
19 serious injury, and death. GM has admitted that the Defective Vehicles are
20 defective in issuing its recall.

21 95. Because of the defective Key Systems, the Defective Vehicles are not
22 safe to drive and thus not fit for ordinary purposes.

23 96. The Defective Vehicles are not adequately labeled because the labeling
24 fails to disclose the defects described herein.

25 97. GM has breached the implied warranty of merchantability by
26 manufacturing and selling Defective Vehicles that are defective. Furthermore, this
27 defect caused Plaintiffs and the Class to not receive the benefit of their bargain and
28

1 have cause the Defective Vehicles to depreciate in value.

2 98. GM was provided notice of these issues and defects by numerous
3 complaints filed against it, as well as its own internal knowledge derived from
4 testing and internal expert analysis.

5 99. As a direct and proximate result of GM's breach of implied warranty
6 of merchantability, Plaintiff and the Class received goods whose dangerous
7 condition substantially impairs their value to Plaintiffs and the other Class
8 Members.

9 100. Plaintiffs and the other Class members have been damaged as a result
10 of diminished value of GM's products.

11 101. Pursuant to Cal. Civ. Code §§ 1793.1(d) & 1794, Plaintiff and the
12 Class are entitled to damages and other legal and equitable relief including, at their
13 election, the purchase price of their vehicles, or the overpayment or diminution in
14 value of their Defective Vehicles.

15 102. Pursuant to Cal. Civ. Code § 1794, Plaintiff and the other Class
16 members are entitled to costs and attorneys' fees.

17 **SEVENTH CAUSE OF ACTION**

18 **Violation of California Consumer Legal Remedies Act**

19 **Cal. Civ. Code §§ 1750, *et seq.***

20 94. Plaintiff repeats and realleges all paragraphs above as if fully set forth
21 herein.

22 95. Plaintiff and the other Class members were deceived by GM's failure
23 to disclose that the Defective Vehicles share a common design defect in that they
24 are equipped with defective Key Systems that can suddenly fail during normal
25 operations, leaving occupants of the Defective Vehicles vulnerable to crashes,
26 serious injury, and death. GM has admitted that the Defective Vehicles are
27 defective in issuing its recall.

28 96. GM intended for Plaintiffs and the other Class member to rely on it to

1 provide safe, adequately designed, and adequately manufactured automobiles and to
2 honestly and accurately reveal the problems described throughout this Complaint.

3 97. GM intentionally failed or refused to disclose the defect to consumers
4 and, instead allowed consumers to believe the representations it had made about the
5 Defective Vehicles.

6 98. GM's conduct and deceptive omission were intended to induce
7 Plaintiff and the Class to believe the defective vehicles were safe, adequately
8 designed, and adequately manufactured automobiles.

9 99. GM's conduct constitutes unfair acts or practices as defined by the
10 California Consumer Legal Remedies Act ("CLRA").

11 100. Plaintiff and the other class have suffered injury in fact and actual
12 damage resulting from GM's material omissions and misrepresentations because
13 they paid an inflated price for the Defective Vehicles. However, Plaintiff and the
14 Class reserve any claim for damages under the CLRA and by this Complaint bring
15 only an action for injunctive relief under the CLRA pursuant to § 1782(d) of the
16 Act.

17 101. Plaintiff and the other Class members' injuries were proximately
18 caused by GM's fraudulent and deceptive business practices. However, Plaintiff
19 and the Class reserve any claim for damages under the CLRA and by this
20 Complaint bring only an action for injunctive relief under the CLRA pursuant to §
21 1782(d) of the Act.

22 102. GM's conduct described herein is fraudulent, wanton, and malicious.

23 103. Pursuant to Cal. Civ. Code § 1782(d), Plaintiff, individually and on
24 behalf of the Class, seeks a Court order enjoining the above-described wrongful
25 acts and practices of GM. Plaintiff and the other Class member reserve any claim
26 for restitution, disgorgement, or damages under the CLRA pursuant to § 1782(d) of
27 the Act.

28 104. Pursuant to § 1782 of the Act, Plaintiff provided GM written notice of

1 its violations of the CLRA, and demands that GM rectify the problems associated
2 with the actions detailed above and give notice to all affected consumers of GM's
3 intent to so act. Exhibit "A."

4 105. If GM fails to rectify or agree to rectify the problems associated with
5 the actions detailed above, and give notice to all affected consumers within 30 days
6 of the date of written notice pursuant to § 1782 of the Act, Plaintiff will amend this
7 complaint to add claims for actual, punitive and statutory damages, restitution, and
8 disgorgement under the CLRA as appropriate under the Cal. Civ. Code § 1780, and
9 § 1782(d).

10 106. Pursuant to § 1780(c) of the Act, attached hereto as Exhibit B is the
11 affidavit showing that this action has been commenced in the proper forum.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs pray for judgment as follows:

14 (a) That the Court certify this action as a class action, appointing Plaintiff
15 as class representative and appointing Plaintiffs' Counsel as lead counsel;

16 (b) That the Court enjoin GM from continuing the unfair practices alleged
17 in this Complaint and requiring GM to repair the Defective Vehicles;

18 (c) That the Court award Plaintiff and the other Class members
19 compensatory damages in an amount to be proven at trial;

20 (d) That the Court award Plaintiff and the other Class members punitive
21 damages in an amount to be proven at trial;

22 (e) That the Court award Plaintiff and the other Class members attorneys'
23 fees, costs, and expenses; and

24 (f) That the Court award Plaintiff and the other Class members all other
25 and further relief as this Court deems appropriate and just under the circumstances.

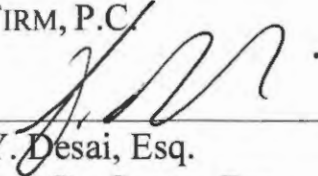
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Date: May 14, 2014

DESAI LAW FIRM, P.C.

By



Aashish Y. Desai, Esq.
M. Adrienne De Castro, Esq.
Attorneys for Plaintiffs, Individually
and on behalf of all others similarly
situated

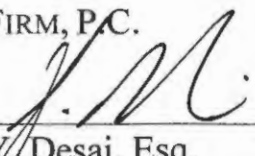
DEMAND FOR JURY TRIAL

Plaintiff requests trial by jury on all issues so triable.

Date: May 14, 2014

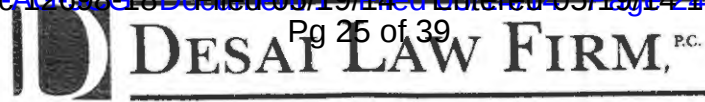
DESAI LAW FIRM, P.C.

By



Aashish Y. Desai, Esq.
M. Adrienne De Castro, Esq.
Attorneys for Plaintiffs, Individually
and on behalf of all others similarly
situated

EXHIBIT A



SMART. DEDICATED. EFFECTIVE.

Aashish Y. Desai – Managing Partner
www.desai-law.com | aashish@desai-law.com

May 14, 2014

VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

General Motors, LLC
300 Renaissance Center
Detroit, MI 48243

Re: Ongoing Violations of the California Legal Remedies Act

To Whom It May Concern:

Please give this letter your complete and immediate attention.

I. Introduction

I am writing on behalf of Sonia Nava, and a class of similar situated persons, to advise you that the above-referenced party (“Defendant”) has violated and continues to violate the California Consumer Legal Remedies Act (“CLRA”).

II. Factual Background

Defendant profits from the marketing, advertising, and distribution of the Saturn Ion 2003-2007. Specifically, Defendants falsely claim that 2003-2007 Saturn Ions are safe, reliable, adequately designed, and adequately manufactured vehicles. Ms. Nava purchased her Saturn Ion relying on these representations which were in fact, false. GM intentionally failed or refused to disclose a key ignition defect to her and, instead allowed Ms. Nava and other consumers to believe the representations it had made about the Saturn Ions.

III. Summary of Violations

The 2003-2007 Saturn Ions contain a uniformly designed ignition switch which is substantially similar for all the Saturn Ions, with the key position of the lock module on the steering column, and an ignition key with a slot for a key ring at the top (hereinafter referred to as “Key System”). The Key System on these vehicles is prone to fail during ordinary and foreseeable driving situation.

Specifically, GM had actual knowledge that, because of the way the Key System was designed and integrated into the Saturn Ions, the ignition switch can suddenly fail during normal operation, cutting off engine power and certain electrical systems in the cars, which in turn, disables key vehicle components, safety features (like airbags), or other vehicle functions, leaving occupants vulnerable to crashes, serious injuries, and death.¹

Although GM has, and has had actual knowledge of safety defects in the Key System in the Saturn Ions for years, it fraudulently concealed and continues to fraudulently conceal material facts regarding the extent and nature of safety defects and what must be done remedy them.

In fact, GM has not only fraudulently concealed material facts relating to the safety defects in the Key System in the Saturn Ions years, but it has also made affirmative fraudulent and misleading statements, and it is continuing to make fraudulent and misleading statements to the public and the Class regarding the nature and extent of the safety defects in the Key System in the Saturn Ions.

While GM has initiated a recall of the Saturn Ions in which it acknowledges a defect with the ignition switch itself, it knows – and its one engineering documents reflect – that the defects transcend just the ignition switch and also include the placement of the ignition switch, a lack of adequate protection of the ignition switch from forces of inadvertent driver contact, and the use of different types of keys. To fully remedy the problem and render the Defective Vehicles safe and of economic value to their owners again, additional design elements beyond a new ignition switch are needed.

The fact that GM has, to date, issued a partial recall despite knowing the insufficiency thereof underscores GM's ongoing, fraudulent concealment and fraudulent misrepresentation of the nature and extent of the defects.

Defendants' conduct violates the California Consumer Legal Remedies act by, without limitation,

1. Falsely claiming that the Saturn Ions have characteristics, uses, and benefits which they do not have;
2. Falsely representing that the Saturn Ions are of a particular, quality, or grade;
3. Fraudulently inducing consumers to purchase Saturn Ions;
4. Placing the Saturn Ions for sale to the general public when they do not materially conform to the product's advertisements; and
5. Labeling and advertising the Saturn Ions in a way that is misleading in material respects.

¹ See Exhibit A, GM Recall Letters collectively attached.

May 14, 2014
Page 3

IV. Demand for Relief

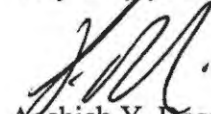
We respectfully request that Defendants:

1. Adequately disclose that the Saturn Ions have defective Key Systems;
2. Fully remedy the defect in the Key System by adequately protecting the ignition switch from forces of inadvertent driver contact, and the use of different types of keys.
3. Take any additional steps it deems necessary to fully remedy the problem and render the Saturn Ions safe and of economic value to their owners again, and
4. Reimburse Ms. Nava and other Class the purchase price of their vehicles, or the overpayment or diminution in value of their Saturn Ions.

V. Offer of Compromise

If Defendants will agree to the preceding request, we will take no further action in this matter. Please contact me, if you would like to discuss this matter.

Very truly yours,



Aashish Y. Desai
DESAI LAW FIRM, P.C.

EXHIBIT A

Sonia M. Nava
624 N. Milford St.
Orange, CA 92867-7218

April 2014

Dear Sonia M. Nava:

This notice is sent to you in accordance with the National Traffic and Motor Vehicle Safety Act.

General Motors has decided that one or more defects as described below which relate to motor vehicle safety exist in all 2005-2007 model year (MY) Chevrolet Cobalt, 2006-2007 MY Chevrolet HHR, 2007 MY Pontiac G5, 2006-2007 MY Pontiac Solstice, 2003-2007 MY Saturn Ion, and 2007 MY Saturn Sky vehicles. As a result, GM is conducting a recall. We apologize for this inconvenience. However, we are concerned about your safety and continued satisfaction with our products.

IMPORTANT

- This notice applies to your 2004 model year Saturn ION, VIN 1G8AJ52F74Z223633.
- Parts needed for the recall repairs are becoming available for dealers to order. Please contact your General Motors dealer to schedule an appointment to have the recall repairs performed on your vehicle.
- Until the recall repairs have been performed, it is very important that you remove all items from your key ring, leaving only the vehicle key. The key fob (if applicable), should also be removed from the key ring. Also, when exiting your vehicle, always make sure your vehicle is in "Park", or in the case of a manual transmission, put the transmission into reverse gear and set the parking brake.
- The recall repairs will be performed for you at no charge.

Why is your vehicle being recalled?

There is a risk, under certain conditions, that your ignition switch may move out of the "run" position, resulting in a partial loss of electrical power and turning off the engine. This risk increases if your key ring is carrying added weight (such as more keys or the key fob) or your vehicle experiences rough road conditions or other jarring or impact related events. If the ignition switch is not in the run position, the air bags may not deploy if the vehicle is involved in a crash, increasing the risk of injury or fatality.

Some of these vehicles may also have a condition in which the ignition key may be removed when the ignition is not in the "Off" position. If the ignition key is removed when the ignition is not in the "Off" position, unintended vehicle motion may occur: (a) for an automatic transmission, if the transmission is not in "Park"; or (b) for a manual transmission, if the parking brake is not engaged and the transmission is not in reverse gear. This could result in a vehicle crash and occupant or pedestrian injuries.



until the recall repairs have been performed, it is very important that you remove all items from your key ring. The key fob (if applicable) should also be removed from your key ring. Also, when exiting your vehicle, always make sure your vehicle is in "Park", or in the case of a manual transmission, put the transmission into reverse gear and set the parking brake.

What will we do?

Your General Motors dealer will replace the ignition switch on your vehicle whether it is the original switch or a replacement. For vehicles that have not previously had an ignition cylinder replacement under warranty, dealers will replace the ignition cylinder. Dealers will also cut and, if necessary, re-learn two ignition/door keys for each vehicle. This service will be performed for you at no charge. Because of service scheduling requirements, it is likely that your dealer will need your vehicle longer than the actual service correction time of approximately 90 minutes.

If required, your dealer will provide you with some form of courtesy transportation at no charge while your vehicle is at the dealership for this repair.

What should you do?

You should contact your General Motors dealer to arrange a service appointment as soon as possible. Until the recall repair has been performed, it is very important that you remove all items from your key ring, leaving only the vehicle key. The key fob (if applicable), should also be removed from your key ring. Also, when exiting your vehicle, always make sure your vehicle is in "Park", or in the case of a manual transmission, put the transmission into reverse gear and set the parking brake.

Did you already pay for this repair?

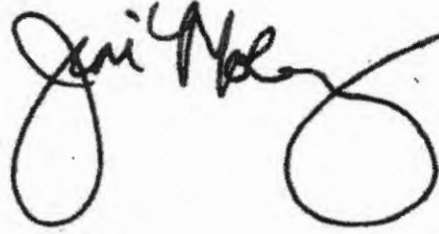
Even though you may have already had the ignition switch replaced, you will still need to take your vehicle to your dealer to have the switch replaced. If you have paid to have your vehicle's ignition switch or ignition cylinder replaced, please complete the enclosed reimbursement form and present it to your dealer with all required documents. Working with your dealer will expedite your request, however, if this is not convenient, you may mail the completed reimbursement form and all required documents to Reimbursement Department, PO Box 33170, Detroit, MI 48232-5170. The completed form and required documents must be presented to your dealer or received by the Reimbursement Department by May 31, 2015, unless state law specifies a longer reimbursement period.

Do you have questions?

If you have questions or concerns that your dealer is unable to resolve, please contact the Saturn Customer Assistance Center at 1.800.553.6000 (TTY 1.800.833.6000).

If after contacting your dealer and the Customer Assistance Center, you are still not satisfied we have done our best to remedy this condition without charge and within a reasonable time, you may wish to write the Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Avenue, SE., Washington, DC 20590, or call the toll-free Vehicle Safety Hotline at 1.888.327.4236 (TTY 1.800.424.9153), or go to <http://www.safercar.gov>. The National Highway Traffic Safety Administration Campaign ID Numbers for these recalls are 14V047 and 14V171.

For additional information regarding this recall, please go to www.gmignitionupdate.com.



Jim Moloney
General Director – Customer & Relationship Services

Enclosure

GM Recall Bulletin Numbers: 13454 or 14063, and 14113 or 14133

General Motors Product Field Action
Customer Reimbursement Request Form

This section to be completed by customer (please print)

Customer Name: _____

Street Address or P. O. Box Number: _____

City: _____ State: _____ Zip Code: _____

Daytime Telephone Number (include Area Code): _____

Evening Telephone Number (include Area Code): _____

Date Request Form and Supporting Documentation Submitted to Dealer: _____

Vehicle Identification Number of Involved Vehicle: _____
(17 Characters)

Mileage at Time of Repair: _____ Date of Repair: _____

Amount of Reimbursement Requested: \$ _____

THE FOLLOWING DOCUMENTATION **MUST** ACCOMPANY THIS REQUEST FORM.

Original or clear copy of all receipts, invoices and/or repair orders that show:

- The name and address of the person who paid for the repair.
- The Vehicle Identification Number (VIN) of the vehicle that was repaired.
- Description of problem, the repair performed, date of repair and who performed the repair.
- The total cost of the repair expense that is being requested.
- Proof of payment for the repair in question and the date of payment.
(Copy of cancelled check, copy of credit card receipt or receipt for cash payment)

My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.

Customer's Signature: _____

Submit this request form and the required documents to your GM dealer for processing. All reasonable and customary costs to correct the condition described in the letter that came with this form will be considered for reimbursement. If your request is approved, you will receive a check from your dealer. If your request is denied, you will receive a written explanation for the denial from your dealer. If your request is incomplete, your dealer will advise you what documentation is needed to complete the request and offer you the opportunity to resubmit the request when the missing documents are available. If you have any questions about this process or have waited 30 or more days for a response from your dealer, please contact the GM Customer Assistance Center at 1-800-204-0261.

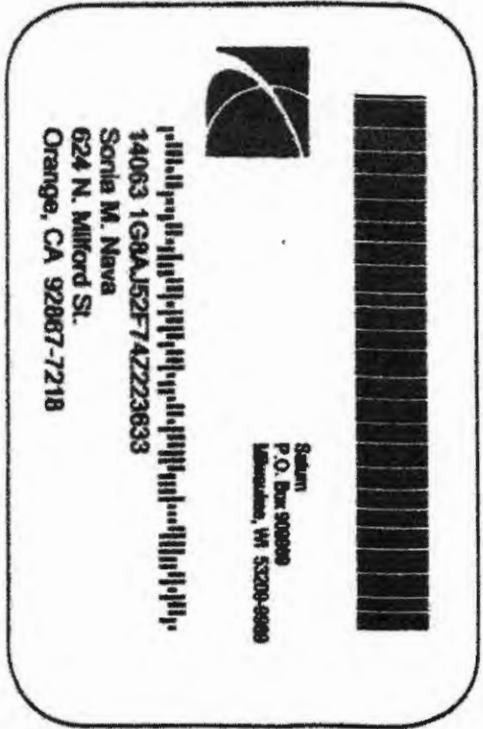
This section to be completed by dealer (please print)

Bulletin No.: _____ Request Approved: _____ Date: _____ Amount: \$ _____

Request Denied: _____ Date: _____ Reviewed By: _____

Reason: _____

If denied, please provide a copy of this form to the customer and retain original for your files



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FIRST-CLASS MAIL

SAFETY RECALL NOTICE

IMPORTANT SAFETY RECALL INFORMATION



Issued in Accordance
With Federal Law





Sonia M. Nava:

You have received or are about to receive a letter about the safety recalls we are conducting. These recalls replace ignition switches, ignition cylinders and keys on the Chevrolet Cobalt and HHR, Pontiac G5 and Solstice, and Saturn ION and Sky.

Here's why we are conducting the recalls: We learned the ignition key is too easy to turn, so if your car is jostled or jolted, it's possible for the key to move from "run" to "accessory" especially if you have a heavy keychain.

We have conducted more than 80 tests including tests at very high speed and in extremely rough road conditions. Some were very severe tests including driving over a railroad crossing at high speed and driving over river rocks, potholes and cobblestones. We put these vehicles in extreme conditions. The conclusion of this extensive testing with just the key is that the key did not move out of the run position. These tests show the vehicles are safe to drive if you take everything off your key ring, and drive using ONLY the ignition key.

We have also recalled the vehicle to address a defect in the ignition cylinder, where you insert your key. It may be possible to remove the ignition key while the engine is running. This makes a rollaway vehicle possible.

To get your vehicle fixed as soon as possible, here's what you need to do:

- Please call your local Chevrolet, Buick, GMC or Cadillac dealer today and ask to speak to the service department.
- Share your contact information and Vehicle Identification Number with the dealer. When the parts come in, your dealer will call you to schedule an appointment.
- Take everything off your key ring, and drive using ONLY the ignition key.
- When you get out of your car, always make sure it is in "Park" (or for manual transmissions, in reverse gear with the parking brake on).

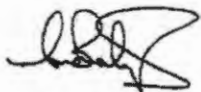
It will take a number of months to build enough parts to fix every car. These are large recalls and the parts have been out of production for a while. But we are making them as quickly as possible.

In the meantime, we ask for your patience. And please remember to drive using ONLY the ignition key and always wear your seat belt.

If you have specific questions that I haven't covered, please call our Customer Care team at (800) 222-1020 or visit gmignitionupdate.com.

I know that these recalls may have worried and inconvenienced you. On behalf of everyone at GM, we are working to retain your trust. We are confident we can learn from this and become a better company.

Sincerely,



Alan Batey
President, General Motors North America



IMPORTANT SAFETY RECALL

March 2014

Sonia M. Nava
624 N. Milford St.
Orange, CA 92867-7218

Dear Sonia M. Nava:

This notice is sent to you in accordance with the National Traffic and Motor Vehicle Safety Act.

General Motors has decided that a defect which relates to motor vehicle safety exists in 2005-2007 model year (MY) Chevrolet Cobalt, 2006-2007 MY Chevrolet HHR, 2005-2006 MY Pontiac Pursuit, 2006-2007 MY Pontiac Solstice, 2007 MY Pontiac G5, 2003-2007 MY Saturn Ion, and 2007 MY Saturn Sky vehicles. As a result, GM is conducting a recall. We apologize for this inconvenience. However, we are concerned about your safety and continued satisfaction with our products.

IMPORTANT

- This notice applies to your 2004 model year Saturn ION, VIN 1G8AJ52F74Z223633. It is involved in safety recall 14063.
- Until the recall repairs have been performed, it is **very** important that you remove all items from your key ring, leaving only the vehicle key. The key fob (if applicable), should also be removed from your key ring.
- When parts become available, GM will notify you to schedule an appointment with your General Motors dealer.
- The recall repairs will be performed for you at **no charge**.

Why is your vehicle being recalled?

There is a risk, under certain conditions, that your ignition switch may move out of the "run" position, resulting in a partial loss of electrical power and turning off the engine. This risk increases if your key ring is carrying added weight (such as more keys or the key fob) or your vehicle experiences rough road conditions or other jarring or impact related events. If the ignition switch is not in the run position, the air bags may not deploy if the vehicle is involved in a crash, increasing the risk of injury or fatality.

Until the recall repairs have been performed, it is very important that you remove all items from your key ring, leaving only the vehicle key. The key fob (if applicable), should also be removed from your key ring.

What will we do?

PARTS ARE NOT CURRENTLY AVAILABLE, but when parts are available, your General Motors dealer will replace the ignition switch on your vehicle. This service will be performed for you at **no charge**. Because of scheduling



We are working as quickly as possible to obtain parts, and expect to have parts beginning in April of this year. We will contact you as soon as parts are available so that you can schedule an appointment with your dealer to have your vehicle repaired.

- What should you do?** When GM notifies you that parts are available, you should contact your General Motors dealer to arrange a service appointment. In the meantime, remove all items other than the vehicle key from your key ring.
- Did you already pay for this repair?** When GM notifies you that parts are available, GM will also provide instructions for you to request reimbursement if you paid for repairs for the recall condition previously.
- Do you have questions?** If you have questions or concerns that your dealer is unable to resolve, please contact the Saturn Customer Assistance Center at 1.800.553.6000 (TTY 1.800.833.6000).

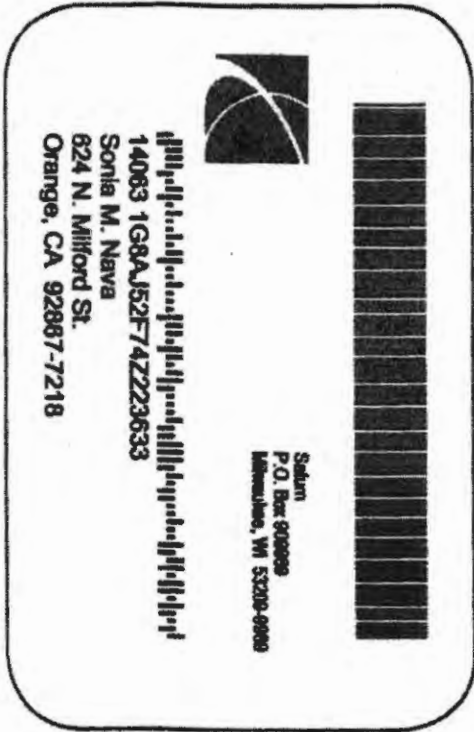
If after contacting your dealer and the Customer Assistance Center, you are still not satisfied we have done our best to remedy this condition without charge and within a reasonable time, you may wish to write the Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Avenue, SE., Washington, DC 20590, or call the toll-free Vehicle Safety Hotline at 1.888.327.4236 (TTY 1.800.424.9153), or go to <http://www.safercar.gov>. The National Highway Traffic Safety Administration Campaign ID Number for this recall is 14V-047.

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



Jim Moloney
General Director – Customer & Relationship Services

GM Recall #14063



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SAFETY RECALL NOTICE

IMPORTANT SAFETY RECALL INFORMATION



Issued in Accordance
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EXHIBIT B

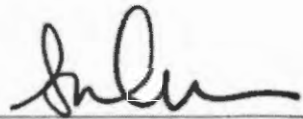
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I, Sonia Nava, declare as follows:

1. I am Plaintiff in this action, and am a citizen of the State of California. I have personal knowledge of the facts herein and, if called as a witness, I could and would testify competently thereto.

2. The Complaint in this action, filed concurrently with this Declaration, is filed in the proper place for trial under Civil Code Section 1780(d) in that Orange County is a county in which Defendants are doing business.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed on this 14 day of May 2014, at Costa Mesa, California.



Sonia Nava

Exhibit S

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.

PEYTON MARKLE, individually
and on behalf of all others similarly
situated,

**CLASS ACTION
JURY TRIAL DEMANDED**

Plaintiff,

vs.

GENERAL MOTORS LLC,
DELPHI AUTOMOTIVE PLC, and
DELPHI AUTOMOTIVE SYSTEMS, LLC,

Defendants.

CLASS ACTION COMPLAINT

Plaintiff Peyton Markle, individually and on behalf of all similarly situated persons, brings this action against Defendant General Motors, LLC (“GM”), Defendant Delphi Automotive PLC, and Defendant Delphi Automotive Systems, LLC (both Delphi Defendants collectively “Delphi”) (“GM” and “Delphi” Defendants collectively “Defendants”) for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(c), (“RICO”), asserts additional statutory and common law claims, and alleges as follows:

NATURE OF THE CASE

1. This case arises from New GM’s recent string of recalls (collectively “the Recall”), the culmination of GM and Delphi’s scheme to defraud GM consumers through their unconscionable failure to disclose and active concealment of a defect in certain GM vehicles that

renders them unsafe to drive and has killed at least 13 innocent victims and possibly hundreds more.¹

2. The defect involves the vehicles' ignition switch system, which is dangerously susceptible to failure during normal and foreseeable driving conditions (the "Ignition Switch Defect"). When the system fails, the switch turns from the "Run" (or "On") position to either the "Off" or the "accessory" position, which then results in a loss of power, speed control, and braking, as well as a disabling of the vehicle's airbags.

3. Delphi manufactured and supplied the defective ignition switches.

4. Delphi knew its ignition switches were defective yet it continued to manufacture and sell the defective ignition switch systems knowing they would be used in the vehicles of Plaintiff and the Class. Congress has initiated an investigation into Delphi's role in the enterprise with both Old and New GM.

5. The vehicles that have this defect ("Defective Vehicles") are:

- 2003-2007 Saturn Ion
- 2007-2010 Saturn Sky
- 2005-2010 Pontiac G5
- 2006-2010 Pontiac Solstice
- 2005-2010 Chevrolet Cobalt
- 2006-2011 Chevrolet HHR

6. So far, there are approximately 2.6 million Defective Vehicles.

7. New GM, acknowledging that "[s]omething went wrong with our process in this instance and terrible things happened," has recalled the Defective Vehicles to replace their ignition switch systems. But merely replacing the ignition switch systems will not completely

¹ Both GM and Delphi were involved in bankruptcy proceedings that are set forth in more detail below. For purposes of clarity, Plaintiff will refer to the pre-bankruptcy Defendant entities as "Old GM" and "Old Delphi" when the distinction is appropriate. Similarly, Plaintiff will refer to the post-bankruptcy Defendant entities as "New GM" and "New Delphi."

solve the problem, make the Defective Vehicles safe, or restore the Defective Vehicles' value because the design defect pervades the entire structure of the ignition switch and has destroyed the reputation of the Defective Vehicles. Specifically, the design defect also includes the location of the ignition switch, a lack of adequate protection of the ignition switch from forces of inadvertent driver contact, and the type of key that is used.

8. Plaintiff brings this action on behalf of a Class of all persons in the United States who currently own or lease one or more Defective Vehicles.

9. In light of the recent Recall, Defendants' scheme to defraud and gross misconduct have harmed Plaintiff and Class Members and caused them actual damages. Plaintiff and Class Members did not receive the benefit of their bargains as purchasers and lessees as they received vehicles that were less safe, less useful, of lower quality, and, most significantly, are now less valuable in light of the Recall. Plaintiff and Class Members contracted to purchase or lease vehicles that do not unexpectedly turn off and become uncontrollable without airbag protection, but because of the Ignition Switch Defect, received defective vehicles that unexpectedly turn off and become uncontrollable without airbag protection. As a result of publicity regarding the Ignition Switch Defect and both Old and New GM's misconduct, punctuated by the Recall, the value of the Defective Vehicles has diminished and Plaintiff and Class Members have lost the opportunity to sell or even simply to enjoy their vehicles unhampered by Defendants' fraudulent conduct. New GM's offer to replace the ignition switch system does not adequately address the diminished value of Plaintiff's and Class Members' vehicles or the loss of Plaintiff's and Class Members' opportunity to sell or even simply to enjoy their vehicles unhampered by Defendants' fraudulent conduct.

JURISDICTION AND VENUE

10. This Court has diversity jurisdiction over this action under 28 U.S.C. § 1332(d) because the amount in controversy for the Class exceeds \$5,000,000, exclusive of interest and costs, there are more than 100 class members, and more than two-thirds of the Class is diverse from Defendants. This Court also has original federal question jurisdiction because Plaintiff's first claim arises under the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(c) ("RICO") and Plaintiff's fourth claim arises under the Magnuson-Moss Consumer Products Warranties Act, 15 U.S.C. § 2301, *et seq.* ("Magnuson-Moss"). The Court has supplemental jurisdiction over Plaintiff's remaining claims pursuant to 28 U.S.C. § 1367.

11. This Court has personal jurisdiction over Defendants because Defendants conduct substantial business in this District, and some of the actions giving rise to the complaint took place in this District.

12. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims occurred in this District, and because Defendants have caused harm to Class Members residing in this District, including, but not limited to, Plaintiff.

PARTIES

13. Plaintiff Peyton Markle is a resident of Pinson, Jefferson County, Alabama. Plaintiff owns a 2007 Saturn Ion, which she bought used in August 2013. Plaintiff chose the Saturn in part because she wanted a safely designed and manufactured vehicle and she understood that Saturns had a reputation for being high-quality, durable, and safe vehicles. But since the purchase, Plaintiff has had repeated trouble with the defective ignition switch, including stalling on two separate occasions — with one of the stalls striking while Plaintiff drove on a freeway .

Plaintiff's suspicion of a defect was confirmed in May 2014, as a result of the Recall. Had GM disclosed the Ignition Switch Defect, Plaintiff would not have purchased her Saturn Ion, or would have paid less than she did, and would not have retained the vehicle only to suffer the diminished value brought on by the Recall and the deprivation of her right to sell or enjoy her vehicle unhampered by Defendants' scheme.

14. Defendant GM is a limited liability company formed under the laws of Delaware with its principal place of business in Michigan. New GM was incorporated in 2009, and on July 10, 2009, acquired substantially all the assets and assumed certain liabilities of General Motors Corporation ("Old GM") through a Section 363 sale under Chapter 11 of the U.S. Bankruptcy Code, pursuant to a Master Sales and Purchase Agreement ("Agreement").

15. Under the Agreement, New GM expressly assumed the following obligation:

From and after the Closing, Purchaser [New GM] shall comply with the certification, reporting and recall requirements of the National Traffic and Motor Vehicle Act, the Transportation Recall Enhancement, Accountability and Documentation Act, the Clean Air Act, the California Health and Safety Code, and similar laws, in each case, to the extent applicable in respect of vehicles and vehicles parts manufactured or distributed by [Old GM].

16. New GM also expressly assumed:

All Liabilities arising under express written warranties of [Old GM] that are specifically identified as warranties and delivered in connection with the sale of new, certified used or pre-owned vehicles or new or remanufactured motor vehicle parts and equipment (including service parts, accessories, engines and transmissions) manufactured or sold by [Old GM] or Purchaser prior to or after the Closing and (B) all obligations under Lemon Laws.

17. Based on the express language of the Agreement, New GM assumed liability for the claims at issue in this lawsuit.

18. New GM is also liable through successor liability for the deceptive and unfair acts and omissions of Old GM, as alleged in this Complaint, because New GM acquired and operated Old GM and ran it as a continuing business enterprise, utilizing substantially the same brand names, logos, plants, offices, leadership, personnel, engineers, and employees, New GM was aware from its inception of the Ignition Switch Defect in the Defective Vehicles, and New GM and Old GM concealed the Ignition Switch Defect from the public, regulators, and the bankruptcy court.

19. Defendant Delphi Automotive PLC is a foreign corporation based in the United Kingdom.

20. Defendant Delphi Automotive Systems, LLC is a foreign corporation organized and formed under the laws of the State of Delaware with its principal place of business in Michigan.

21. Once a subsidiary of Old GM, Old Delphi spun-off in 1999 and became an independent publicly held corporation. Both Old and New Delphi, through their various entities, have designed, manufactured, and supplied GM with motor vehicle components, including the defective ignition switches at issue here.

22. Notwithstanding Old Delphi's 2005 bankruptcy, New Delphi is also liable through successor liability for the deceptive and unfair acts and omissions of Old Delphi, as alleged in this Complaint, because New Delphi acquired and operated Old Delphi and ran it as a continuing business enterprise, utilizing substantially the same brand names, logos, plants, offices, leadership, personnel, engineers, and employees, New Delphi was aware from its inception of the Ignition Switch Defect in the Defective Vehicles, and New Delphi and Old Delphi concealed the Ignition Switch Defect from the public, regulators, and the bankruptcy court.

FACTUAL ALLEGATIONS

A. Defendants' Decade of Concealment

23. In documents filed with the federal government, New GM has admitted that Old GM learned of the Ignition Switch Defect in 2001, during the pre-preproduction development of the Saturn Ion. At that time, an internal report indicated that the car was stalling due to problems with the ignition switch, which included "low detent plunger force" in the ignition switch. The report stated that "an ignition switch design change" solved the problem, but it obviously did not.

24. Old GM nonetheless began manufacturing and selling the Ion in 2002 (for the 2003 model year) with the defective ignition switch systems, which were manufactured by Delphi.

25. In 2003, an internal Old GM inquiry documented that a service technician observed the Saturn Ion stall after the ignition had switched off while driving. The technician noticed that "[t]he owner had several keys on the key ring," and the report stated that "[t]he additional weight of the keys had worn out the ignition switch." The technician replaced the ignition switch, and the inquiry was closed without further action.

26. In 2004, three Old GM employees driving production Ions reported that their cars had stalled from a loose ignition switch. "The switch should be raised at least one inch toward the wiper stalk This is a basic design flaw and should be corrected if we want repeat sales," one engineer reported.

27. Despite these reports, after considering "lead time required, cost, and effectiveness," Old GM decided to do nothing.

28. Even worse, when Old GM began manufacturing and selling the Chevrolet Cobalt in 2004 (for the 2005 model year), which was essentially the same car as the Saturn Ion, it installed the same ignition switch system as it installed in the Ion.

29. Soon after the Cobalt entered the market, Old GM began receiving complaints about incidents of vehicles losing engine power, including instances in which the key moved out of the “run” position when a driver inadvertently contacted the key or steering column. Engineering inquiries, known within Old GM as Problem Resolution Tracking System (“PRTS”) reports, were opened to assess the issue.

30. In February 2005, Old GM engineers concluded that the problem had two causes: “a lower torque detent in the ignition switch . . . [and the] low position of the lock module on the [steering] column.” Again, however, Old GM decided not to take action.

31. On February 28, 2005, Old GM issued a Service Bulletin to its dealers addressing “the potential for the driver to inadvertently turn off the ignition due to low key ignition cylinder torque/effect” in 2005 Cobalts and 2005 Pontiac Pursuits, which Old GM stated was “more likely to occur if the driver is short and has a large heavy key chain.” Notably, Old GM did not disseminate this information to Plaintiff and the Class members.

32. The February 28, 2005 Service Bulletin directed the dealers to advise customers that “removing unessential items from their key chains” would prevent the ignition from being turned off inadvertently.

33. But Old GM knew at that time that the problem was a result of design defects in the key and ignition system, and not short drivers using heavy key chains. Moreover, Old GM knew that the “fix” it directed dealers to offer customers was insufficient to prevent the problem with the ignition.

34. Old GM transmitted the February 28, 2005 Service Bulletin to its dealers through the mail or wires.

35. During the course of a PRTS opened in May 2005, an engineer proposed that Old GM redesign the key head from a “slotted” to a “hole” configuration. The slot design allowed the key chain to hang lower on the key, which placed more torque on the ignition switch when the chain was contacted or moved. The proposal was initially approved, but later cancelled.

36. In June 2005, the *New York Times* reported that Chevrolet dealers were telling customers to lighten their key rings to prevent intermittent stalling and the loss of electrical power in their cars. The article included a statement from Alan Adler, Old GM’s Manager for Safety Communications, in which he reassured the public that the problem only occurred in “rare cases when a combination of factors is present,” that customers “can virtually eliminate this possibility by taking several steps, including removing nonessential material from their key rings,” and that “when [the stalling] happens, the Cobalt is still controllable” and the “engine can be restarted after shifting to neutral.” Old GM intended Adler’s statement to be disseminated to the public through the mail or wires.

37. These statements were false because Old GM’s internal documents showed that these incidents occurred when drivers were using keys with the standard key fob, and that removing non-essential items from the key ring would not “virtually eliminate” the risk of an incident.

38. In July 2005, Amber Marie Rose, who was 16-years old, was killed when she drove her 2005 Cobalt off the road and struck a tree. Her driver’s side airbag did not deploy, even though it should have given the circumstances of the head-on crash, and the car’s ignition

switch was in the “accessory/off” position at the time of the crash. Old GM learned of these facts in 2005 and documented them in an internal investigation file.

39. Instead of fixing the defect, in December 2005, Old GM issued a service bulletin to its dealers that reiterated much of the same deceptive message Adler delivered earlier in the year. It indicated that the possibility of the driver inadvertently turning off the ignition was more likely to occur if the driver is short and has a large or heavy key chain, and recommended that drivers remove unessential items from key chains. In addition, it informed dealers that it had developed an insert for the key ring to prevent it from moving up and down in the slot, and that the key ring had been replaced with a smaller design that would not hang as low as in the past. The service bulletin applied to 2003-06 Saturn Ions, 2005-06 Chevrolet Cobalts, the 2006 Chevrolet HHR, and the 2006 Pontiac Solstice, all of which were equipped with the same defective ignition switch system. Old GM issued the December 2005 Service Bulletin to its dealers through the mail or wires.

40. In October 2006, Old GM updated its December 2005 Service bulletin to include the 2007 Saturn Ion, the 2007 Saturn Sky, the 2007 Chevrolet Cobalt, the 2007 Chevrolet HHR, the 2007 Pontiac G5, and the 2007 Pontiac Solstice. Old GM issued this update to its dealers through the mail or wires.

41. In 2006, at least two fatal accidents involving Cobalts occurred in which the cars’ data recorders indicated that the ignition switches were in the “accessory” position and the front airbags failed to deploy. Old GM learned of this information in 2006.

42. In 2007 and 2008, Old GM became aware of at least four more such fatal accidents.

43. NHTSA's Fatal Analysis Reporting System (FARS) reveals 303 deaths of front seat occupants in 2005-07 Cobalts and 2003-07 Ions where the airbag failed to deploy in non-rear impact crashes.

44. Old GM finally made some changes to the design of the ignition switch system in 2006 to include a new detent plunger and spring. The new switch, however, did not receive a new part number, which is considered a "cardinal sin" in the engineering community, and further concealed the defect in the switch that was installed in the Defective Vehicles.

45. In May 2012, New GM engineers studied 44 vehicles across a range of make and model years, and results revealed that vehicles tested from model years 2003 through 2007 exhibited torque performance below the original specifications established by GM. Rather than immediately notify NHTSA of the results of this study or conduct a recall, New GM continued to conceal the nature of the Ignition Switch Defect.

46. In September 2012, New GM assigned a special engineer to examine the changes between the 2007 and 2008 Chevrolet Cobalt models following reported crashes where the airbags failed to deploy and the ignition switch was found in the "off" or "accessory" position.

47. In October 2012, GM Engineer Ray DeGiorgio sent an email to Brian Stouffer of GM regarding the "2005-7 Cobalt and Ignition Switch Effort," stating, "If we replaced switches on ALL the model years, i.e., 2005, 2006, 2007 the piece price would be about \$10.00 per switch. This cost is based on volume of 1.5 units total." This email makes clear that New GM considered implementing a recall to fix the Defective Ignition Switches, but decided against it to save money.

48. In April 2013, New GM hired an outside engineering consulting firm to investigate the ignition switch system. The external report concluded that ignition switches

installed in early model Cobalt and Ion vehicles did not meet GM's torque specification. Rather than immediately notify NHTSA of the results of this report, New GM continued to conceal the nature of the Ignition Switch Defect. In fact, in April and May of 2013, two New GM employees — Brian Stouffer and Ray DeGiorgio — have downplayed or outright denied the existence of any Ignition Switch Defect in depositions in the personal injury action of *Melton v. General Motors*.

49. In October 2013, Delphi delivered documentation to New GM confirming that a change to the ignition switch in the Cobalt and other vehicles was made in April 2006.

50. Brian Stouffer, in an email to Delphi regarding the ignition switch in the Chevy Cobalt, acknowledged that the ignition switch in early Cobalt vehicles was different than the switch in later Cobalt vehicles notwithstanding the fact that both switches had the same part number. Delphi responded that Old GM authorized the change in 2006 but the part number remained the same.

B. GM Finally Discloses the Ignition Switch Defect

51. It was not until February of 2014 — almost thirteen years after first recognizing the defect — that New GM finally admitted publicly that the ignition switch system is defective and agreed to recall the Defective Vehicles to replace the old ignition switch with the re-designed version.

52. In a February 14, 2014 letter to the NHTSA regarding the Recall, New GM finally acknowledged — in contrast to its prior representations to the agency — that changes were made to the ignition switches during the 2007 model year. Specifically, New GM stated that on “April 26, 2006, the GM design engineer responsible for the Cobalt’s ignition switch signed a document

approving changes to the ignition switch proposed by the supplier, Delphi Mechatronics.” The GM design engineer referenced was Ray DeGiorgio.

53. On March 17, 2014, New GM’s CEO Mary T. Barra issued an internal video to employees, wherein she admits that “[t]hese are serious developments that shouldn’t surprise anyone. After all, something went wrong with our process in this instance and terrible things happened.”²

54. On April 2, 2014, Barra testified under oath before Congress. She has been with GM for thirty-three years as a key executive with both Old and New GM. Before becoming CEO, she held numerous high-ranking engineering positions, including Executive Director of Manufacturing Engineering in 2005, Executive Director of Vehicle Manufacturing Engineering from 2005 to 2008, Vice President of Global Manufacturing from 2008 to 2009, and Executive Vice President of Global Product Development up until her appointment as CEO in January 2014.

55. Despite the utter disregard for public safety, both Old and New GM vehicles have been marketed based on safety from 2002 through the present. For example, in 2005, Chevrolet emphasized on its website that “[y]our family’s safety is important to us That’s why every Chevrolet is designed with a comprehensive list of safety and security features to help give you peace of mind.” Likewise, in advertisements for Saturns, GM utilized the slogan, “Saturn. People First,” and stated that, “[i]n cars, it’s about things like reliability, durability, and of course, safety. That’s where we started when developing our new line of cars.”

² The Ignition Switch Defect is not the only example of GM’s misconduct when it comes to concealing defects. Recent reports indicate that GM “waited years to recall nearly 335,000 Saturn Ions for power steering failures despite getting thousands of consumer complaints and more than 30,000 warranty repair claims.” This *other* defect — the power steering defect — can cause the affected vehicle to lose power steering, making turning the vehicle much more difficult. Complaints filed with the NHTSA reveal incidents in which 2004 Saturn Ion steering wheels locked, causing the affected vehicles to crash into a tree or get pulled into oncoming traffic. New GM has admitted that it didn’t do enough to take care of the power steering problem.

56. While New GM has publicly stated that the Ignition Switch Defect has been linked to thirty-one frontal crashes and thirteen deaths, others have reported that the actual number of deaths or serious injuries is in the hundreds.

57. Despite having knowledge of the Ignition Switch Defect, both Old and New GM delayed the Recall to maximize profits, placing millions of people in danger.

58. New GM's Recall is insufficient because it does not address the location of the ignition switch system or how low the key fob hangs on the steering column, all of which create a risk of inadvertent driver contact and an inadvertent turning of the switch. The Recall also fails to account for the permanent loss of value of (and reputation to) the Defective Vehicles.

59. Under the Transportation Recall Enhancement, Accountability and Documentation Act ("TREAD Act"), 49 U.S.C. §§ 30101-30170, and its accompanying regulations, when a manufacturer learns that a vehicle contains a safety defect, the manufacturer must promptly disclose the defect. If it is determined that the vehicle is defective, the manufacturer must notify vehicle owners, purchasers, and dealers of the defect and must remedy the defect. Both Old and New GM repeatedly violated the TREAD Act by actively concealing information about the Ignition Switch Defect for more than a decade.

60. Throughout the relevant period, both Old and New GM possessed vastly superior knowledge and information to that of consumers — if not exclusive information — about the design and function on the ignition switches in the Defective Vehicles and the existence of the defects in those vehicles.

61. The Ignition Switch Defect has caused actual damages to Plaintiff and the Class.

62. A vehicle purchased, leased, or retained with a known serious safety defect is worth less than the equivalent vehicle leased, purchased or retained without the known defect.

63. A vehicle purchased, leased, or retained under the reasonable assumption that it is safe is worth more than a vehicle known to be subject to the unreasonable risk of catastrophic accident because of the ignition switch defects.

64. As a result of publicity regarding the Ignition Switch Defect and GM's misconduct, punctuated by the Recall, the value of the Defective Vehicles has diminished, and New GM's offer to replace the ignition switch system does not adequately address the diminished value of Plaintiff's and Class Members' vehicles. Plaintiff and the Class are stuck with unsafe vehicles that are now worth less than they would have been but for Old and New GM's wrongful conduct.

65. Moreover, Defendants' scheme has deprived Plaintiff and the Class Members of the right and entitlement to sell or enjoy their property unhampered by fraudulent conduct.

STATUTES OF LIMITATION

66. There are no applicable statutes of limitations because the claims of Plaintiff and the Class did not accrue until the Recall, the instant the value of the Defective Vehicles diminished.

67. Alternatively, any applicable statutes of limitation have been tolled by Defendants' knowing and active fraudulent concealment and denial of the Ignition Switch Defect. On information and belief, Defendants have been aware of the Ignition Switch Defect since at least 2001, and have concealed from Plaintiff, the Class, the public, and the government the complete nature of the Ignition Switch Defect.

68. Even now, after the Defective Vehicles have been recalled, Defendants continue to engage in their scheme to defraud by downplaying the significance, danger, and nature of the Ignition Switch Defect.

69. Plaintiff and the Class did not discover and could not have discovered with reasonable diligence the facts that would have caused a reasonable person to suspect that the Ignition Switch Defect existed or that Defendants did not report information within their knowledge regarding the existence of a dangerous defect to federal authorities or consumers until shortly before this class action was filed.

70. Defendants actively concealed the true character, quality, and nature of the Defective Vehicles. Plaintiff and the Class relied on Defendants' active concealment of these facts. Moreover, GM was and remains under a continuing duty to disclose to NHTSA, Plaintiff, and the Class the true character, quality, and nature of the Defective Vehicles. Defendants are therefore estopped from relying on any statutes of limitation in this action.

CLASS ALLEGATIONS

71. Under Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, Plaintiff brings this action on behalf of herself and a Class initially defined as follows:

All persons in the United States who currently own or lease one or more of the following GM vehicles: 2003-07 Saturn Ion; 2005-10 Chevrolet Cobalt; 2005-10 Pontiac G5; 2006-11 Chevrolet HHR; 2006-10 Pontiac Solstice; and 2007-10 Saturn Sky (the "Defective Vehicles").

72. Excluded from the Class are GM, its employees, co-conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies; class counsel and their employees; and the judicial officers and their immediate family members and associated court staff assigned to this case. Also excluded from the Class are Delphi, its employees, co-conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies; class counsel and their employees.

Also excluded are any individuals claiming damages from personal injuries allegedly arising from the Defective Vehicles.

73. The Class can be readily identified using registration records, sales records, production records, and other information kept by GM or third parties in the usual course of business and within their control.

74. As there are approximately 2.6 million Defective Vehicles, the number of Class Members is great enough that joinder is impracticable.

75. The claims of Plaintiff are typical of the claims of the Class, as Plaintiff and Class Members alike purchased or leased Defective Vehicles and were harmed in the same way by Defendants' uniform misconduct.

76. Plaintiff will fairly and adequately protect the interests of the other members of the Class. Plaintiff's counsel has substantial experience in prosecuting class actions. Plaintiff and his counsel are committed to vigorously prosecuting this action, have the financial resources to do so, and do not have any interests adverse to the Class.

77. There are numerous questions of law and fact that are common to the Class and predominate over questions affecting only individual members, including the following:

- (a) Whether Defendants, as part of a racketeering scheme to defraud, concealed information about the dangerous and defective condition of the relevant vehicles from Plaintiff and the Class;
- (b) Whether Defendants, through their RICO Enterprise, as described below, used the mail or wires in furtherance of their scheme to defraud;
- (c) Whether the Defective Vehicles suffer from Ignition Switch Defects;
- (d) Whether Defendants concealed the defects;
- (e) Whether Defendants misrepresented that the Defective Vehicles were safe;

- (f) Whether Defendants owed Plaintiff and the Class a duty to disclose the Ignition Switch Defect;
- (g) Whether Defendants engaged in fraudulent concealment;
- (h) Whether Defendants engaged in unfair, deceptive, unlawful or fraudulent acts or practices in trade or commerce by failing to disclose that the Defective Vehicles were designed, manufactured, and sold with defective ignition switches; and
- (i) Whether Defendants' unlawful, unfair or deceptive practices harmed Plaintiff and the Class.

78. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since joinder of all the individual Class members is impracticable. Likewise, because the damages suffered by each individual Class member may be relatively small, the expense and burden of individual litigation would make it very difficult or impossible for individual Class members to redress the wrongs done to each of them individually, and the burden imposed on the judicial system would be enormous.

79. The prosecution of separate actions by the individual Class members would also create a risk of inconsistent or varying adjudications for individual Class members, which would establish incompatible standards of conduct for Defendants. The conduct of this action as a class action presents far fewer management difficulties, conserves judicial resources and the parties' resources, and protects the rights of each Class member.

COUNT I

VIOLATION OF RACKETEER INFLUENCED & CORRUPT ORGANIZATIONS ACT (18 U.S.C. § 1962(c)) (Against Defendants)

80. Plaintiff incorporates by reference each preceding paragraph as though fully set forth at length herein.

81. This claim is brought on behalf of all Classes.

82. Defendants violated 18 U.S.C. § 1962(c) by participating in or conducting the affairs of the “RICO Enterprise” through a “pattern of racketeering activity.”

83. At all times relevant, Old GM, New GM, Old Delphi, New Delphi, their associates-in-fact, Plaintiff, and the Class members were and are each a “person,” as that term is defined in 18 U.S.C. § 1961(3).

84. At all times relevant, Plaintiff and each Class member were and are a “person injured in his or her business or property by reason of a violation of RICO within the meaning of 18 U.S.C. § 1964(c).

85. At all times relevant, Defendants were and are a “person” who participated in or conducted the affairs of the RICO Enterprise through the pattern of racketeering activity described below. While Defendants participated in the RICO Enterprise, they have an existence separate and distinct from the Enterprise. Further, the RICO Enterprise is separate and distinct from the pattern of racketeering activity in which Defendants have engaged and are engaging.

86. At all times relevant, Defendants were associated with, operated, or controlled the RICO Enterprise, and participated in the operation and management of the affairs of the RICO Enterprise, through a variety of actions described herein. Defendants’ participation in the RICO Enterprise was necessary for the successful operation of their scheme to defraud.

The RICO Enterprise

87. Section 1961(4) of RICO defines an “enterprise” as “any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals associated in fact although not a legal entity.”

88. The following persons, and others presently unknown, have been members of and constitute the “enterprise” within the meaning of RICO, which are referred to herein collectively as the RICO Enterprise:

- a. Defendant General Motors, LLC;
- b. Both Old and New GM’s Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates-in-fact in the Enterprise to deceive Plaintiff and other Class members into purchasing dangerous and defective vehicles, and actively concealing the danger and defect from Plaintiff and the other Class members, including, but not limited to Alan Adler, GM’s Manager for Safety Communications who, in June of 2005, issued the deceptive public statement regarding the ignition problem; Ray DeGiorgio, GM’s design engineer who signed off on the ignition switch change that was never disclosed; and Mary T. Barra, GM’s current CEO;
- c. Defendants Delphi Automotive PLC and Delphi Automotive Systems, LLC, who, at all times material, manufactured and supplied the defective ignition switch system for GM, even though they knew that the system did not meet GM’s own design specifications. Delphi also manufactured and supplied the ignition switch system after the 2007 change implemented by GM without reflecting a corresponding change in part number;
- d. GM’s Dealers, who GM instructed to present false and misleading information to Plaintiff and other members of the Class, through, *inter alia*, multiple Service Bulletins, and who did in fact present such false and misleading information.

89. The RICO Enterprise of Old GM, New GM, GM’s officers, executives, and engineers, Old Delphi, New Delphi, and GM’s dealers, which engaged in, and whose activities affected interstate and foreign commerce, is an association-in-fact within the meaning of 18

U.S.C. § 1961(4) and consists of “persons” associated together for the common purpose of employing the multiple deceptive, abusive and fraudulent acts described herein. The RICO Enterprise is an ongoing organization with an ascertainable structure, and a framework for making and carrying out decisions, that functions as a continuing unit with established duties, and that is separate and distinct from the pattern of racketeering activity in which Defendants have engaged and are engaging. The RICO Enterprise was and is used as a tool to effectuate the pattern of racketeering activity.

90. The members of the RICO Enterprise all had a common purpose: to increase and maximize Defendants’ revenues by deceiving Plaintiff and other Class members into purchasing dangerous and defective vehicles, and actively concealing the Ignition Switch Defect from Plaintiff and the other Class members. The members of the RICO Enterprise shared the bounty of their enterprise, *e.g.*, by sharing the benefit derived from increased sales revenue generated by the scheme to defraud. Each member of the RICO Enterprise benefited from the common purpose of the scheme to defraud: both Old and New GM sold or leased more vehicles with the Ignition Switch Defect, both Old and New Delphi sold more of the defective ignition switches, and GM’s dealers sold and serviced more vehicles with the Ignition Switch Defect.

91. Defendants conducted and participated in the affairs of this RICO Enterprise through a pattern of racketeering activity that lasted more than a decade, and that consisted of numerous and repeated violations of the federal mail and wire fraud statutes, which prohibit the use of any interstate or foreign mail or wire facility for the purpose of executing a scheme to defraud, in violation of 18 U.S.C. §§ 1341 and 1343.

92. As part and in furtherance of the scheme to defraud, Defendants’ deceptive scheme to increase revenue depended on actionable deceptive conduct. Defendants actively

concealed the dangerous and defective condition of GM's vehicles from its customers through deceptive misrepresentations and omitting material information.

Predicate Acts: Mail and Wire Fraud

93. Section 1961(1) of RICO provides that "racketeering activity" is, among other things, any act that is indictable under any of the provisions of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud).

94. As set forth below, to carry out, or attempt to carry out its scheme to defraud, Defendants have engaged in, and continue to engage in, the affairs of the RICO Enterprise through the following pattern of racketeering activity, in violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud):

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

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

c. The concealment of the dangerous and defective condition of the defective GM vehicles is the core purpose of the underlying racketeering offense. The Enterprise had an ascertainable structure by which GM operated and managed the association-in-fact by using its

Dealers and Delphi to concoct, obfuscate, carry out, and attempt to justify the fraudulent scheme described herein.

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

96. In 2005, in furtherance of its scheme to defraud, Old GM emphasized on its Chevrolet website that "[y]our family's safety is important to us That's why every Chevrolet is designed with a comprehensive list of safety and security features to help give you peace of mind." This false statement, maintained on the internet through the wires, constitutes a violation of 18 U.S.C. § 1343.

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

98. Old GM's December 2005 Service Bulletin was issued in furtherance of its scheme to defraud. It instructed GM's dealers to disseminate false and misleading information about the dangerous and defective condition of the defective vehicles to customers, including Plaintiff and other members of the Class — namely, that the issue could be resolved by removing

items from key chains. The December 2005 Service Bulletin was sent via the mail or wires and constitutes a violation of 18 U.S.C. §§ 1341 and 1343.

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

100. In furtherance of the scheme to defraud, GM communicated with Delphi via the mail or wires regarding the manufacture of the defective ignition switch system. Through those communications, GM instructed Delphi to continue manufacturing the defective part even though it did not meet GM's own specifications. Delphi followed these instructions and continued to manufacture the defective parts. Through those communications, GM also instructed Delphi to make a change to the defective ignition switch system in 2006, and to fraudulently conceal the change by not assigning a new part number. Delphi also followed these instructions, making a change to the defective ignition switch system in 2006 and fraudulently concealing the change by not assigning a new part number. GM's communications with Delphi, and Delphi's responses, constitute repeated violations of 18 U.S.C. §§ 1341 and 1343.

101. Defendants' conduct in furtherance of this scheme was intentional. Plaintiff and the other Class members were harmed in that they relied to their detriment on Defendants' conduct and, as a result, purchased dangerous and defective vehicles that saw their value plummet the moment New GM issued the Recall. Defendants unfairly reaped millions of dollars

in excessive sales revenue as a result of this scheme and its conduct in furtherance of this scheme.

102. As described throughout this Complaint, Defendants engaged in a pattern of related and continuous predicate acts for over a decade: the scheme began sometime in or around 2000 and is ongoing.

103. The predicate acts constituted a variety of unlawful activities, each conducted in furtherance of the Enterprise and with the common purpose of defrauding Plaintiff and other Class members and obtaining significant funds while providing defective vehicles that are now worth significantly less in light of the Recall. The predicate acts also had the same or similar results, participants, victims, and methods of commission. The predicate acts were related and not isolated events.

104. The predicate acts all had the purpose of generating significant revenue and profits for Defendants at the expense of Plaintiff and the other Class members, who were never informed of the Ignition Switch Defect in their defective vehicles and who have now been damaged by the diminution in value caused by the Recall. The predicate acts were committed or caused to be committed by Defendants, through their participation in the RICO Enterprise and in furtherance of their fraudulent scheme, and were interrelated in that they involved obtaining Plaintiff's and all other Class members' funds.

105. Plaintiff and Class Members have a protected property interest in current or prospective contractual relations, such as selling or enjoying their cars without being hampered by Defendants' RICO Enterprise. This deprivation of Plaintiff's and Class Members' property interest is distinct from the injury suffered as a result of the diminished value of the vehicles.

106. Defendants' RICO Enterprise deprived Plaintiff and Class Members of their protected property interest in, and entitlement to, current or prospective business or contractual relations, such as selling or enjoying their cars without being hampered by Defendants' RICO Enterprise

107. Count I seeks relief pursuant to 18 U.S.C. § 1964(c) from Defendants for violation of 18 U.S.C. § 1962(c).

COUNT II

VIOLATIONS OF THE MICHIGAN CONSUMER PROTECTION ACT (Michigan Comp. Laws Ann. § 445, *et seq.*) (Against Defendants)

108. Plaintiff and the Class incorporate by reference paragraphs 1 through 79 as though fully set forth at length herein.

109. This claim is brought on behalf of all Classes.

110. Plaintiff and Class Members are all "persons" under the Michigan Consumer Protection Act ("MCPA"), M.C.L.A. § 445.902(1)(d).

111. Defendants were each a "person" engaged in "trade or commerce" under the MCPA, M.C.L.A. § 445.902(1)(d) and (g).

112. The MCPA prohibits any "[u]nfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce." M.C.L.A. § 445.903(1).

113. Defendants' conduct, as alleged in the preceding paragraphs, constitutes unfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce. In particular, Defendants violated the MCPA by

a. "[f]ailing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer," M.C.L.A. § 445.903(s);

b. “[m]aking a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is,” M.C.L.A. § 405.903(bb); and

c. “[f]ailing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner,” M.C.L.A. § 405.903(cc).

114. GM’s practices that violated the MCPA include, without limitation, the following:

a. GM represented that the Defective Vehicles had safety characteristics that they do not have;

b. GM represented that the Defective Vehicles were of a particular standard, quality, or grade, when they are not;

c. GM knew of the Ignition Switch Defect, but failed to disclose its existence or its complete nature, even though GM knew that such information was material to the transaction in light of GM’s prior representations;

d. GM failed to reveal material facts concerning the Ignition Switch Defect to Plaintiff, Class Members, the public, and the government, the omission of which would tend to mislead or deceive consumers, and which could not be reasonably known to Plaintiff, Class Members, the public, and the government;

e. GM intended for Plaintiff, Class Members, the public, and the government to rely on its misrepresentations and omissions, so that Plaintiff and Class Members would purchase or lease the Defective Vehicles; and

f. GM repeatedly violated the TREAD Act.

115. Delphi’s practices that violated the MCPA include, without limitation, the following:

a. Delphi represented that the defective ignition switches had safety characteristics that they do not have;

b. Delphi represented that the Defective Vehicles were of a particular standard, quality, or grade, when they are not;

c. Delphi knew of the Ignition Switch Defect, but failed to disclose its existence or its complete nature;

d. Delphi failed to reveal material facts concerning the Ignition Switch Defect to Plaintiff, Class Members, the public, and the government, the omission of which would tend to mislead or deceive consumers, and which could not be reasonably known to Plaintiff, Class Members, the public, and the government; and

e. Delphi intended for Plaintiff, Class Members, the public, and the government to rely on its misrepresentations and omissions, so that Plaintiff and the Class would purchase or lease the Defective Vehicles;

116. Defendants' acts and practices were unfair and unconscionable, because their acts and practices offend established public policy, and because the harm Defendants caused consumers greatly outweighs any benefits associated with its acts and practices. Defendants' conduct has also impaired competition within the automotive vehicles market and has prevented Plaintiff and the Class from making fully informed decisions about whether to lease, purchase, or retain Defective Vehicles.

117. Plaintiff and the Class have suffered an injury, including the loss of money or property, as a result of Defendants' unfair, unlawful, or deceptive practices. Had Plaintiff and the Class known about the full extent of the Ignition Switch Defect, they would not have purchased their vehicles at all or would have paid less for them, and would not have retained

their Defective Vehicles only to suffer the diminution in value caused by the Recall. Plaintiff and the Class have therefore suffered a “loss” because of the violations of the MCPA complained of here.

118. All of the wrongful conduct alleged here occurred, and continues to occur, in the conduct of Defendants’ business.

119. Plaintiff requests that this Court enjoin Defendants from continuing their unfair, unlawful, or deceptive practices; require Defendants to repair Plaintiff’s and Class Members’ vehicles to completely eliminate the Ignition Switch Defect; provide to Plaintiff and each Class Member either their actual damages as the result of Defendants’ unfair, unlawful, and deceptive trade practices, or \$250 per Class member, whichever is higher; award reasonable attorneys’ fees; and provide other appropriate relief under the MCPA.

120. Plaintiff also seeks punitive damages against Defendants because they carried out reprehensible conduct with willful and conscious disregard of the rights and safety of others. Defendants intentionally, willfully, and repeatedly misrepresented the reliability and safety of the Defective Vehicles, and continued to conceal material facts that only they knew, even while numerous innocent victims were being killed as a result of its conduct. Defendants’ unlawful conduct constitutes malice, oppression, and fraud justifying punitive damages.

COUNT III
FRAUD BY CONCEALMENT
(Against Defendants)

121. Plaintiff and the Class incorporate by reference paragraphs 1 through 79 as though fully set forth at length herein.

122. This claim is brought on behalf of all Classes.

123. Defendants concealed and suppressed material facts concerning the Ignition Switch Defect.

124. Defendants had a duty to disclose the Ignition Switch Defect because GM consistently represented that its vehicles were reliable and safe and proclaimed that it maintained the highest safety standards, and the defect was known or accessible only to Defendants, who had superior knowledge and access to the facts, and Defendants knew that the facts were not known to or reasonably discoverable by Plaintiff and the Class. These omitted and concealed facts were material because they directly impact the safety of the Defective Vehicles, and GM's prior representations regarding the safety of its vehicles became materially misleading when Defendants concealed facts regarding the Ignition Switch Defect.

125. Defendants actively concealed or suppressed these material facts, in whole or in part, to induce Plaintiff and Class Members to purchase or lease the Defective Vehicles at high prices, and to protect Defendants' profits and avoid a costly recall, and Defendants did so at the expense of Plaintiff and the Class.

126. Plaintiff and the Class were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed or suppressed facts. Plaintiff's and the Class's actions were justified.

127. Because of the concealment or suppression of the facts, Plaintiff and the Class sustained damages because the value of the Defective Vehicles has been diminished by the Recall, the direct result of Defendants' wrongful conduct.

128. Defendants' acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiff's and the Class's rights and well-being to enrich

Defendants. Defendants' conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future.

COUNT IV
VIOLATIONS OF MAGNUSON-MOSS CONSUMER PRODUCTS
WARRANTIES ACT ("Magnuson-Moss")
(15 U.S.C. § 2301, et seq.)
(Against GM)

129. Plaintiff and the Class incorporate by reference paragraphs 1 through 79 as though fully set forth at length herein.

130. Magnuson-Moss provides a private right of action by purchasers of consumer products against manufacturers or retailers who, among other things, fail to comply with the terms of the written, express, or implied warranties. *See* 15 U.S.C. § 2310(d)(1). As alleged above, GM has failed to comply with the terms of its implied warranties.

131. The Defective Vehicles are "consumer products," as that term is defined in 15 U.S.C. § 2301(1).

132. GM is a "warrantor," as that term is defined in 15 U.S.C. § 2301(5).

133. Plaintiff and each member of the Classes are "consumers," as that term is defined in 15 U.S.C. § 2301(3).

134. As a warrantor, GM is obligated to afford the Classes, as consumers, all rights and remedies available under Magnuson-Moss, regardless of privity.

135. Magnuson-Moss provides a cause of action for, among other things, breach of warranty. *See* 15 U.S.C. § 2310(d)(1). GM has breached its implied warranties of merchantability, which it cannot disclaim under Magnuson-Moss, *see* 15 U.S.C. § 2308(a)(1), by failing to provide merchantable goods. Plaintiff and the Classes have suffered damages as a result of GM's breaches of implied warranties as set forth above. *See* 15 U.S.C. § 2310(d)(1)-(2).

136. GM was on notice of the ignition switch defects as early as 2001, yet did not undertake any opportunity to cure until 2014, nearly thirteen years later, when GM’s knowledge of the ignition switch defects was first made public. Also, once Plaintiff’s representative capacity is determined, notice and opportunity to cure on behalf of the Classes — through Plaintiff — can be provided under 15 U.S.C. § 2310(e).

137. Plaintiff and the Class members have suffered, and are entitled to recover, damages as a result of GM’s breaches of warranty and violations of Magnuson-Moss.

138. Additionally, or in the alternative, Magnuson-Moss provides for “other legal and equitable” relief where there has been a breach of warranty or failure to abide by other obligations imposed by Magnuson-Moss. *See* 15 U.S.C. § 2310(d)(1). Rescission and Revocation of Acceptance are equitable remedies available to Plaintiff and the Class members under Magnuson-Moss.

139. Plaintiff also seeks an award of costs and expenses, including attorney’s fees, under Magnuson Moss to prevailing consumers in connection with the commencement and prosecution of this action. *See* 15 U.S.C. § 2310(d)(2). Plaintiff and the Class intend to seek such an award, including expert witness costs and other recoverable costs, as prevailing consumers at the conclusion of this lawsuit.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf all others similarly situated, respectfully requests that this Court enter a judgment against Defendants, and grant the following relief:

A. Determine that this action may be maintained as a Class action and certify it as such under Rule 23(b)(3) and or 23(b)(2), or alternatively certify all issues and claims

that are appropriately certified; and designate and appoint Plaintiff as Class Representative and Plaintiff's chosen counsel as Class Counsel;

B. Declare, adjudge, and decree that Defendants violated 18 U.S.C. § 1962(c) by conducting the affairs of the RICO Enterprise through a pattern of racketeering activity;

C. Declare, adjudge, and decree the conduct of Defendants as alleged herein to be unlawful, unfair or deceptive, and enjoin any such future conduct;

D. Declare, adjudge, and decree that the ignition switches in the Defective Vehicles are defective;

E. Declare, adjudge, and decree that Defendants must disgorge, for the benefit of Plaintiff and Class Members all or part of the ill-gotten gains it received from the sale or lease of the Defective Vehicles;

F. Award Plaintiff and Class Members actual, compensatory damages, or, in the alternative, statutory damages, as proven at trial;

G. Award Plaintiff and Class Members treble damages pursuant to 18 U.S.C. § 1964(c).

H. Alternatively, if elected by Plaintiff and Class Members, require Defendants to repair the defective ignition switches or provide a comparable vehicle that does not have ignition switch defects;

I. Award Plaintiff and Class Members punitive damages in such amount as proven at trial;

J. Award Plaintiff and Class Members their reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest; and

K. Award Plaintiff and Class Members such other further and different relief as the case may require or as determined to be just, equitable, and proper by this Court.

JURY TRIAL DEMAND

Plaintiff requests a trial by jury on all the legal claims alleged in this Complaint.

Respectfully submitted,

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353403.4

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS

DEFENDANTS

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Known)

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- 1 U.S. Government Plaintiff
3 Federal Question (U.S. Government Not a Party)
2 U.S. Government Defendant
4 Diversity (Indicate Citizenship of Parties in Item III)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF PTF DEF
1 1 Incorporated or Principal Place of Business In This State
2 2 Incorporated and Principal Place of Business In Another State
3 3 Foreign Nation
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 4 main columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN

- 1 Original Proceeding
2 Removed from State Court
3 Re-filed (See VI below)
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation
7 Appeal to District Judge from Magistrate Judgment
8 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S)

a) Re-filed Case YES NO b) Related Cases YES NO

JUDGE DOCKET NUMBER

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE SIGNATURE OF ATTORNEY OF RECORD

Adam M. Moskowitz

FOR OFFICE USE ONLY

RECEIPT # aaaaaaaaaa AMOUNT aaaaaaaaaa IFP aaaaaaaaaa JUDGE aaaaaaaaaa*****MAG JUDGE aaaaaaaaaa

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

VI. Related/Refiled Cases. This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

VII. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.**

Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VIII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

Date and Attorney Signature. Date and sign the civil cover sheet.

Exhibit T

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.

RUTH DUARTE, individually
and on behalf of all others similarly
situated,

**CLASS ACTION
JURY TRIAL DEMANDED**

Plaintiff,

vs.

GENERAL MOTORS LLC,
DELPHI AUTOMOTIVE PLC, and
DELPHI AUTOMOTIVE SYSTEMS, LLC,

Defendants.

CLASS ACTION COMPLAINT

Plaintiff Ruth Duarte, individually and on behalf of all similarly situated persons, brings this action against Defendant General Motors, LLC (“GM”), Defendant Delphi Automotive PLC, and Defendant Delphi Automotive Systems, LLC (both Delphi Defendants collectively “Delphi”) (“GM” and “Delphi” Defendants collectively “Defendants”) for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(c), (“RICO”), asserts additional statutory and common law claims, and alleges as follows:

NATURE OF THE CASE

1. This case arises from New GM’s recent string of recalls (collectively “the Recall”), the culmination of GM and Delphi’s scheme to defraud GM consumers through their unconscionable failure to disclose and active concealment of a defect in certain GM vehicles that renders them unsafe to drive and has killed at least 13 innocent victims and possibly hundreds

more.¹ The Department of Transportation announced on May 16, 2014 that GM will pay a \$35 million penalty for delays in reporting the defect — “the single highest civil penalty amount ever paid as a result of a [National Highway Traffic Safety Administration] investigation of violations stemming from a recall.” U.S. Secretary of Transportation Anthony Foxx stated that “GM did not act and did not alert us in a timely manner. What GM did was break the law. They failed to make their public safety obligations” The NHTSA has stated that their review of GM found “systemic” issues regarding how information was shared and the Recall unfolded, and that it was “hard to point to one single fault.” Apart from the penalty, GM will be now be subject to “unprecedented oversight” as a result of the NHTSA’s investigation of the Recall.

2. The defect involves the vehicles’ ignition switch system, which is dangerously susceptible to failure during normal and foreseeable driving conditions (the “Ignition Switch Defect”). When the system fails, the switch turns from the “Run” (or “On”) position to either the “Off” or the “accessory” position, which then results in a loss of power, speed control, and braking, as well as a disabling of the vehicle’s airbags.

3. Delphi manufactured and supplied the defective ignition switches.

4. Delphi knew its ignition switches were defective yet it continued to manufacture and sell the defective ignition switch systems knowing they would be used in the vehicles of Plaintiff and the Class. Congress has initiated an investigation into Delphi’s role in the enterprise with both Old and New GM.

5. The vehicles that have this defect (“Defective Vehicles”) are:

- 2003-2007 Saturn Ion
- 2007-2010 Saturn Sky

¹ Both GM and Delphi were involved in bankruptcy proceedings that are set forth in more detail below. For purposes of clarity, Plaintiff will refer to the pre-bankruptcy Defendant entities as “Old GM” and “Old Delphi” when the distinction is appropriate. Similarly, Plaintiff will refer to the post-bankruptcy Defendant entities as “New GM” and “New Delphi.”

- 2005-2010 Pontiac G5
- 2006-2010 Pontiac Solstice
- 2005-2010 Chevrolet Cobalt
- 2006-2011 Chevrolet HHR

6. So far, there are approximately 2.6 million Defective Vehicles.

7. New GM, acknowledging that “[s]omething went wrong with our process in this instance and terrible things happened,” has recalled the Defective Vehicles to replace their ignition switch systems. But merely replacing the ignition switch systems will not completely solve the problem, make the Defective Vehicles safe, or restore the Defective Vehicles’ value because the design defect pervades the entire structure of the ignition switch and has destroyed the reputation of the Defective Vehicles. Specifically, the design defect also includes the location of the ignition switch, a lack of adequate protection of the ignition switch from forces of inadvertent driver contact, and the type of key that is used.

8. Plaintiff brings this action on behalf of a Class of all persons in the United States who currently own or lease one or more Defective Vehicles.

9. In light of the recent Recall, Defendants’ scheme to defraud and gross misconduct have harmed Plaintiff and Class Members and caused them actual damages. Plaintiff and Class Members did not receive the benefit of their bargains as purchasers and lessees as they received vehicles that were less safe, less useful, of lower quality, and, most significantly, are now less valuable in light of the Recall. Plaintiff and Class Members contracted to purchase or lease vehicles that do not unexpectedly turn off and become uncontrollable without airbag protection, but because of the Ignition Switch Defect, received defective vehicles that unexpectedly turn off and become uncontrollable without airbag protection. As a result of publicity regarding the Ignition Switch Defect and both Old and New GM’s misconduct, punctuated by the Recall, the

value of the Defective Vehicles has diminished and Plaintiff and Class Members have lost the opportunity to sell or even simply to enjoy their vehicles unhampered by Defendants' fraudulent conduct. New GM's offer to replace the ignition switch system does not adequately address the diminished value of Plaintiff's and Class Members' vehicles or the loss of Plaintiff's and Class Members' opportunity to sell or even simply to enjoy their vehicles unhampered by Defendants' fraudulent conduct.

JURISDICTION AND VENUE

10. This Court has diversity jurisdiction over this action under 28 U.S.C. § 1332(d) because the amount in controversy for the Class exceeds \$5,000,000, exclusive of interest and costs, there are more than 100 class members, and more than two-thirds of the Class is diverse from Defendants. This Court also has original federal question jurisdiction because Plaintiff's first claim arises under the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(c) ("RICO") and Plaintiff's fourth claim arises under the Magnuson-Moss Consumer Products Warranties Act, 15 U.S.C. § 2301, *et seq.* ("Magnuson-Moss"). The Court has supplemental jurisdiction over Plaintiff's remaining claims pursuant to 28 U.S.C. § 1367.

11. This Court has personal jurisdiction over Defendants because Defendants conduct substantial business in this District, and some of the actions giving rise to the complaint took place in this District.

12. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims occurred in this District, and because Defendants have caused harm to Class Members residing in this District, including, but not limited to, Plaintiff.

PARTIES

13. Plaintiff Ruth Duarte is a citizen of Calexico, California. Plaintiff owns a 2007 Pontiac G5, which she bought used in May of 2008 from Pontiac Womack in National City, California. Plaintiff's vehicle has shut off or stalled many times on freeways and other streets. She has had various problems with the ignition switch, including having to shake the keyhole so that the key can turn. Plaintiff has also had her power steering fail, and on occasion the vehicle continues to move while in "Park." Plaintiff has taken the Pontiac to get repaired on three separate occasions. The vehicle was diagnosed with gear, transmission, and steering column problems, and she was told that all had to be replaced. She had the replacements made at her own expense, yet the problems with the vehicle remain. Plaintiff's purchase of the vehicle was induced by Defendants' fraudulent concealment and misrepresentations about the existence of the ignition switch defect, which left her without knowledge of the conditions or the lack of value in a vehicle containing such unremedied defects. Plaintiff would not have purchased her Pontiac, or would have paid less than she did, and would not have retained the vehicle only to suffer the diminished value brought on by the Recall and the deprivation of her right to sell or enjoy her vehicle unhampered by Defendants' scheme.

14. Defendant GM is a limited liability company formed under the laws of Delaware with its principal place of business in Michigan. New GM was incorporated in 2009, and on July 10, 2009, acquired substantially all the assets and assumed certain liabilities of General Motors Corporation ("Old GM") through a Section 363 sale under Chapter 11 of the U.S. Bankruptcy Code, pursuant to a Master Sales and Purchase Agreement ("Agreement").

15. Under the Agreement, New GM expressly assumed the following obligation:

From and after the Closing, Purchaser [New GM] shall comply with the certification, reporting and recall requirements of the

National Traffic and Motor Vehicle Act, the Transportation Recall Enhancement, Accountability and Documentation Act, the Clean Air Act, the California Health and Safety Code, and similar laws, in each case, to the extent applicable in respect of vehicles and vehicles parts manufactured or distributed by [Old GM].

16. New GM also expressly assumed:

All Liabilities arising under express written warranties of [Old GM] that are specifically identified as warranties and delivered in connection with the sale of new, certified used or pre-owned vehicles or new or remanufactured motor vehicle parts and equipment (including service parts, accessories, engines and transmissions) manufactured or sold by [Old GM] or Purchaser prior to or after the Closing and (B) all obligations under Lemon Laws.

17. Based on the express language of the Agreement, New GM assumed liability for the claims at issue in this lawsuit.

18. New GM is also liable through successor liability for the deceptive and unfair acts and omissions of Old GM, as alleged in this Complaint, because New GM acquired and operated Old GM and ran it as a continuing business enterprise, utilizing substantially the same brand names, logos, plants, offices, leadership, personnel, engineers, and employees, New GM was aware from its inception of the Ignition Switch Defect in the Defective Vehicles, and New GM and Old GM concealed the Ignition Switch Defect from the public, regulators, and the bankruptcy court.

19. Defendant Delphi Automotive PLC is a foreign corporation based in the United Kingdom.

20. Defendant Delphi Automotive Systems, LLC is a foreign corporation organized and formed under the laws of the State of Delaware with its principal place of business in Michigan.

21. Once a subsidiary of Old GM, Old Delphi spun-off in 1999 and became an independent publicly held corporation. Both Old and New Delphi, through their various entities, have designed, manufactured, and supplied GM with motor vehicle components, including the defective ignition switches at issue here.

22. Notwithstanding Old Delphi's 2005 bankruptcy, New Delphi is also liable through successor liability for the deceptive and unfair acts and omissions of Old Delphi, as alleged in this Complaint, because New Delphi acquired and operated Old Delphi and ran it as a continuing business enterprise, utilizing substantially the same brand names, logos, plants, offices, leadership, personnel, engineers, and employees, New Delphi was aware from its inception of the Ignition Switch Defect in the Defective Vehicles, and New Delphi and Old Delphi concealed the Ignition Switch Defect from the public, regulators, and the bankruptcy court.

FACTUAL ALLEGATIONS

A. Defendants' Decade of Concealment

23. In documents filed with the federal government, New GM has admitted that Old GM learned of the Ignition Switch Defect in 2001, during the pre-preproduction development of the Saturn Ion. At that time, an internal report indicated that the car was stalling due to problems with the ignition switch, which included "low detent plunger force" in the ignition switch. The report stated that "an ignition switch design change" solved the problem, but it obviously did not.

24. Old GM nonetheless began manufacturing and selling the Ion in 2002 (for the 2003 model year) with the defective ignition switch systems, which were manufactured by Delphi.

25. In 2003, an internal Old GM inquiry documented that a service technician observed the Saturn Ion stall after the ignition had switched off while driving. The technician

noticed that “[t]he owner had several keys on the key ring,” and the report stated that “[t]he additional weight of the keys had worn out the ignition switch.” The technician replaced the ignition switch, and the inquiry was closed without further action.

26. In 2004, three Old GM employees driving production Ions reported that their cars had stalled from a loose ignition switch. “The switch should be raised at least one inch toward the wiper stalk This is a basic design flaw and should be corrected if we want repeat sales,” one engineer reported.

27. Despite these reports, after considering “lead time required, cost, and effectiveness,” Old GM decided to do nothing.

28. Even worse, when Old GM began manufacturing and selling the Chevrolet Cobalt in 2004 (for the 2005 model year), which was essentially the same car as the Saturn Ion, it installed the same ignition switch system as it installed in the Ion.

29. Soon after the Cobalt entered the market, Old GM began receiving complaints about incidents of vehicles losing engine power, including instances in which the key moved out of the “run” position when a driver inadvertently contacted the key or steering column. Engineering inquiries, known within Old GM as Problem Resolution Tracking System (“PRTS”) reports, were opened to assess the issue.

30. In February 2005, Old GM engineers concluded that the problem had two causes: “a lower torque detent in the ignition switch . . . [and the] low position of the lock module on the [steering] column.” Again, however, Old GM decided not to take action.

31. On February 28, 2005, Old GM issued a Service Bulletin to its dealers addressing “the potential for the driver to inadvertently turn off the ignition due to low key ignition cylinder torque/effect” in 2005 Cobalts and 2005 Pontiac Pursuits, which Old GM stated was “more

likely to occur if the driver is short and has a large heavy key chain.” Notably, Old GM did not disseminate this information to Plaintiff and the Class members.

32. The February 28, 2005 Service Bulletin directed the dealers to advise customers that “removing unessential items from their key chains” would prevent the ignition from being turned off inadvertently.

33. But Old GM knew at that time that the problem was a result of design defects in the key and ignition system, and not short drivers using heavy key chains. Moreover, Old GM knew that the “fix” it directed dealers to offer customers was insufficient to prevent the problem with the ignition.

34. Old GM transmitted the February 28, 2005 Service Bulletin to its dealers through the mail or wires.

35. During the course of a PRTS opened in May 2005, an engineer proposed that Old GM redesign the key head from a “slotted” to a “hole” configuration. The slot design allowed the key chain to hang lower on the key, which placed more torque on the ignition switch when the chain was contacted or moved. The proposal was initially approved, but later cancelled.

36. In June 2005, the *New York Times* reported that Chevrolet dealers were telling customers to lighten their key rings to prevent intermittent stalling and the loss of electrical power in their cars. The article included a statement from Alan Adler, Old GM’s Manager for Safety Communications, in which he reassured the public that the problem only occurred in “rare cases when a combination of factors is present,” that customers “can virtually eliminate this possibility by taking several steps, including removing nonessential material from their key rings,” and that “when [the stalling] happens, the Cobalt is still controllable” and the “engine can

be restarted after shifting to neutral.” Old GM intended Adler’s statement to be disseminated to the public through the mail or wires.

37. These statements were false because Old GM’s internal documents showed that these incidents occurred when drivers were using keys with the standard key fob, and that removing non-essential items from the key ring would not “virtually eliminate” the risk of an incident.

38. In July 2005, Amber Marie Rose, who was 16-years old, was killed when she drove her 2005 Cobalt off the road and struck a tree. Her driver’s side airbag did not deploy, even though it should have given the circumstances of the head-on crash, and the car’s ignition switch was in the “accessory/off” position at the time of the crash. Old GM learned of these facts in 2005 and documented them in an internal investigation file.

39. Instead of fixing the defect, in December 2005, Old GM issued a service bulletin to its dealers that reiterated much of the same deceptive message Adler delivered earlier in the year. It indicated that the possibility of the driver inadvertently turning off the ignition was more likely to occur if the driver is short and has a large or heavy key chain, and recommended that drivers remove unessential items from key chains. In addition, it informed dealers that it had developed an insert for the key ring to prevent it from moving up and down in the slot, and that the key ring had been replaced with a smaller design that would not hang as low as in the past. The service bulletin applied to 2003-06 Saturn Ions, 2005-06 Chevrolet Cobalts, the 2006 Chevrolet HHR, and the 2006 Pontiac Solstice, all of which were equipped with the same defective ignition switch system. Old GM issued the December 2005 Service Bulletin to its dealers through the mail or wires.

40. In October 2006, Old GM updated its December 2005 Service bulletin to include the 2007 Saturn Ion, the 2007 Saturn Sky, the 2007 Chevrolet Cobalt, the 2007 Chevrolet HHR, the 2007 Pontiac G5, and the 2007 Pontiac Solstice. Old GM issued this update to its dealers through the mail or wires.

41. In 2006, at least two fatal accidents involving Cobalts occurred in which the cars' data recorders indicated that the ignition switches were in the "accessory" position and the front airbags failed to deploy. Old GM learned of this information in 2006.

42. In 2007 and 2008, Old GM became aware of at least four more such fatal accidents.

43. NHTSA's Fatal Analysis Reporting System (FARS) reveals 303 deaths of front seat occupants in 2005-07 Cobalts and 2003-07 Ions where the airbag failed to deploy in non-rear impact crashes.

44. Old GM finally made some changes to the design of the ignition switch system in 2006 to include a new detent plunger and spring. The new switch, however, did not receive a new part number, which is considered a "cardinal sin" in the engineering community, and further concealed the defect in the switch that was installed in the Defective Vehicles.

45. In May 2012, New GM engineers studied 44 vehicles across a range of make and model years, and results revealed that vehicles tested from model years 2003 through 2007 exhibited torque performance below the original specifications established by GM. Rather than immediately notify NHTSA of the results of this study or conduct a recall, New GM continued to conceal the nature of the Ignition Switch Defect.

46. In September 2012, New GM assigned a special engineer to examine the changes between the 2007 and 2008 Chevrolet Cobalt models following reported crashes where the airbags failed to deploy and the ignition switch was found in the “off” or “accessory” position.

47. In October 2012, GM Engineer Ray DeGiorgio sent an email to Brian Stouffer of GM regarding the “2005-7 Cobalt and Ignition Switch Effort,” stating, “If we replaced switches on ALL the model years, i.e., 2005, 2006, 2007 the piece price would be about \$10.00 per switch. This cost is based on volume of 1.5 units total.” This email makes clear that New GM considered implementing a recall to fix the Defective Ignition Switches, but decided against it to save money.

48. In April 2013, New GM hired an outside engineering consulting firm to investigate the ignition switch system. The external report concluded that ignition switches installed in early model Cobalt and Ion vehicles did not meet GM’s torque specification. Rather than immediately notify NHTSA of the results of this report, New GM continued to conceal the nature of the Ignition Switch Defect. In fact, in April and May of 2013, two New GM employees — Brian Stouffer and Ray DeGiorgio — have downplayed or outright denied the existence of any Ignition Switch Defect in depositions in the personal injury action of *Melton v. General Motors*.

49. In October 2013, Delphi delivered documentation to New GM confirming that a change to the ignition switch in the Cobalt and other vehicles was made in April 2006.

50. Brian Stouffer, in an email to Delphi regarding the ignition switch in the Chevy Cobalt, acknowledged that the ignition switch in early Cobalt vehicles was different than the switch in later Cobalt vehicles notwithstanding the fact that both switches had the same part

number. Delphi responded that Old GM authorized the change in 2006 but the part number remained the same.

B. GM Finally Discloses the Ignition Switch Defect

51. It was not until February of 2014 — almost thirteen years after first recognizing the defect — that New GM finally admitted publicly that the ignition switch system is defective and agreed to recall the Defective Vehicles to replace the old ignition switch with the re-designed version.

52. In a February 14, 2014 letter to the NHTSA regarding the Recall, New GM finally acknowledged — in contrast to its prior representations to the agency — that changes were made to the ignition switches during the 2007 model year. Specifically, New GM stated that on “April 26, 2006, the GM design engineer responsible for the Cobalt’s ignition switch signed a document approving changes to the ignition switch proposed by the supplier, Delphi Mechatronics.” The GM design engineer referenced was Ray DeGiorgio.

53. On March 17, 2014, New GM’s CEO Mary T. Barra issued an internal video to employees, wherein she admits that “[t]hese are serious developments that shouldn’t surprise anyone. After all, something went wrong with our process in this instance and terrible things happened.”²

54. On April 2, 2014, Barra testified under oath before Congress. She has been with GM for thirty-three years as a key executive with both Old and New GM. Before becoming CEO, she held numerous high-ranking engineering positions, including Executive Director of

² The Ignition Switch Defect is not the only example of GM’s misconduct when it comes to concealing defects. Recent reports indicate that GM “waited years to recall nearly 335,000 Saturn Ions for power steering failures despite getting thousands of consumer complaints and more than 30,000 warranty repair claims.” This *other* defect — the power steering defect — can cause the affected vehicle to lose power steering, making turning the vehicle much more difficult. Complaints filed with the NHTSA reveal incidents in which 2004 Saturn Ion steering wheels locked, causing the affected vehicles to crash into a tree or get pulled into oncoming traffic. New GM has admitted that it didn’t do enough to take care of the power steering problem.

Manufacturing Engineering in 2005, Executive Director of Vehicle Manufacturing Engineering from 2005 to 2008, Vice President of Global Manufacturing from 2008 to 2009, and Executive Vice President of Global Product Development up until her appointment as CEO in January 2014.

55. Despite the utter disregard for public safety, both Old and New GM vehicles have been marketed based on safety from 2002 through the present. For example, in 2005, Chevrolet emphasized on its website that “[y]our family’s safety is important to us That’s why every Chevrolet is designed with a comprehensive list of safety and security features to help give you peace of mind.” Likewise, in advertisements for Saturns, GM utilized the slogan, “Saturn. People First,” and stated that, “[i]n cars, it’s about things like reliability, durability, and of course, safety. That’s where we started when developing our new line of cars.”

56. While New GM has publicly stated that the Ignition Switch Defect has been linked to thirty-one frontal crashes and thirteen deaths, others have reported that the actual number of deaths or serious injuries is in the hundreds.

57. Despite having knowledge of the Ignition Switch Defect, both Old and New GM delayed the Recall to maximize profits, placing millions of people in danger.

58. New GM’s Recall is insufficient because it does not address the location of the ignition switch system or how low the key fob hangs on the steering column, all of which create a risk of inadvertent driver contact and an inadvertent turning of the switch. The Recall also fails to account for the permanent loss of value of (and reputation to) the Defective Vehicles.

59. Under the Transportation Recall Enhancement, Accountability and Documentation Act (“TREAD Act”), 49 U.S.C. §§ 30101-30170, and its accompanying regulations, when a manufacturer learns that a vehicle contains a safety defect, the manufacturer

must promptly disclose the defect. If it is determined that the vehicle is defective, the manufacturer must notify vehicle owners, purchasers, and dealers of the defect and must remedy the defect. Both Old and New GM repeatedly violated the TREAD Act by actively concealing information about the Ignition Switch Defect for more than a decade.

60. Throughout the relevant period, both Old and New GM possessed vastly superior knowledge and information to that of consumers — if not exclusive information — about the design and function on the ignition switches in the Defective Vehicles and the existence of the defects in those vehicles.

61. The Ignition Switch Defect has caused actual damages to Plaintiff and the Class.

62. A vehicle purchased, leased, or retained with a known serious safety defect is worth less than the equivalent vehicle leased, purchased or retained without the known defect.

63. A vehicle purchased, leased, or retained under the reasonable assumption that it is safe is worth more than a vehicle known to be subject to the unreasonable risk of catastrophic accident because of the ignition switch defects.

64. As a result of publicity regarding the Ignition Switch Defect and GM's misconduct, punctuated by the Recall, the value of the Defective Vehicles has diminished, and New GM's offer to replace the ignition switch system does not adequately address the diminished value of Plaintiff's and Class Members' vehicles. Plaintiff and the Class are stuck with unsafe vehicles that are now worth less than they would have been but for Old and New GM's wrongful conduct.

65. Moreover, Defendants' scheme has deprived Plaintiff and the Class Members of the right and entitlement to sell or enjoy their property unhampered by fraudulent conduct.

STATUTES OF LIMITATION

66. There are no applicable statutes of limitations because the claims of Plaintiff and the Class did not accrue until the Recall, the instant the value of the Defective Vehicles diminished.

67. Alternatively, any applicable statutes of limitation have been tolled by Defendants' knowing and active fraudulent concealment and denial of the Ignition Switch Defect. On information and belief, Defendants have been aware of the Ignition Switch Defect since at least 2001, and have concealed from Plaintiff, the Class, the public, and the government the complete nature of the Ignition Switch Defect.

68. Even now, after the Defective Vehicles have been recalled, Defendants continue to engage in their scheme to defraud by downplaying the significance, danger, and nature of the Ignition Switch Defect.

69. Plaintiff and the Class did not discover and could not have discovered with reasonable diligence the facts that would have caused a reasonable person to suspect that the Ignition Switch Defect existed or that Defendants did not report information within their knowledge regarding the existence of a dangerous defect to federal authorities or consumers until shortly before this class action was filed.

70. Defendants actively concealed the true character, quality, and nature of the Defective Vehicles. Plaintiff and the Class relied on Defendants' active concealment of these facts. Moreover, GM was and remains under a continuing duty to disclose to NHTSA, Plaintiff, and the Class the true character, quality, and nature of the Defective Vehicles. Defendants are therefore estopped from relying on any statutes of limitation in this action.

CLASS ALLEGATIONS

71. Under Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, Plaintiff brings this action on behalf of herself and a Class initially defined as follows:

All persons in the United States who currently own or lease one or more of the following GM vehicles: 2003-07 Saturn Ion; 2005-10 Chevrolet Cobalt; 2005-10 Pontiac G5; 2006-11 Chevrolet HHR; 2006-10 Pontiac Solstice; and 2007-10 Saturn Sky (the “Defective Vehicles”).

72. Excluded from the Class are GM, its employees, co-conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies; class counsel and their employees; and the judicial officers and their immediate family members and associated court staff assigned to this case. Also excluded from the Class are Delphi, its employees, co-conspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies; class counsel and their employees. Also excluded are any individuals claiming damages from personal injuries allegedly arising from the Defective Vehicles.

73. The Class can be readily identified using registration records, sales records, production records, and other information kept by GM or third parties in the usual course of business and within their control.

74. As there are approximately 2.6 million Defective Vehicles, the number of Class Members is great enough that joinder is impracticable.

75. The claims of Plaintiff are typical of the claims of the Class, as Plaintiff and Class Members alike purchased or leased Defective Vehicles and were harmed in the same way by Defendants’ uniform misconduct.

76. Plaintiff will fairly and adequately protect the interests of the other members of the Class. Plaintiff's counsel has substantial experience in prosecuting class actions. Plaintiff and his counsel are committed to vigorously prosecuting this action, have the financial resources to do so, and do not have any interests adverse to the Class.

77. There are numerous questions of law and fact that are common to the Class and predominate over questions affecting only individual members, including the following:

- (a) Whether Defendants, as part of a racketeering scheme to defraud, concealed information about the dangerous and defective condition of the relevant vehicles from Plaintiff and the Class;
- (b) Whether Defendants, through their RICO Enterprise, as described below, used the mail or wires in furtherance of their scheme to defraud;
- (c) Whether the Defective Vehicles suffer from Ignition Switch Defects;
- (d) Whether Defendants concealed the defects;
- (e) Whether Defendants misrepresented that the Defective Vehicles were safe;
- (f) Whether Defendants owed Plaintiff and the Class a duty to disclose the Ignition Switch Defect;
- (g) Whether Defendants engaged in fraudulent concealment;
- (h) Whether Defendants engaged in unfair, deceptive, unlawful or fraudulent acts or practices in trade or commerce by failing to disclose that the Defective Vehicles were designed, manufactured, and sold with defective ignition switches; and
- (i) Whether Defendants' unlawful, unfair or deceptive practices harmed Plaintiff and the Class.

78. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since joinder of all the individual Class members is impracticable. Likewise, because the damages suffered by each individual Class member may be relatively small, the expense and burden of individual litigation would make it very difficult

or impossible for individual Class members to redress the wrongs done to each of them individually, and the burden imposed on the judicial system would be enormous.

79. The prosecution of separate actions by the individual Class members would also create a risk of inconsistent or varying adjudications for individual Class members, which would establish incompatible standards of conduct for Defendants. The conduct of this action as a class action presents far fewer management difficulties, conserves judicial resources and the parties' resources, and protects the rights of each Class member.

COUNT I

VIOLATION OF RACKETEER INFLUENCED & CORRUPT ORGANIZATIONS ACT (18 U.S.C. § 1962(c)) (Against Defendants)

80. Plaintiff incorporates by reference each preceding paragraph as though fully set forth at length herein.

81. This claim is brought on behalf of the Class.

82. Defendants violated 18 U.S.C. § 1962(c) by participating in or conducting the affairs of the "RICO Enterprise" through a "pattern of racketeering activity."

83. At all times relevant, Old GM, New GM, Old Delphi, New Delphi, their associates-in-fact, Plaintiff, and the Class members were and are each a "person," as that term is defined in 18 U.S.C. § 1961(3).

84. At all times relevant, Plaintiff and each Class member were and are a "person injured in his or her business or property by reason of a violation of RICO within the meaning of 18 U.S.C. § 1964(c).

85. At all times relevant, Defendants were and are a "person" who participated in or conducted the affairs of the RICO Enterprise through the pattern of racketeering activity described below. While Defendants participated in the RICO Enterprise, they have an existence

separate and distinct from the Enterprise. Further, the RICO Enterprise is separate and distinct from the pattern of racketeering activity in which Defendants have engaged and are engaging.

86. At all times relevant, Defendants were associated with, operated, or controlled the RICO Enterprise, and participated in the operation and management of the affairs of the RICO Enterprise, through a variety of actions described herein. Defendants' participation in the RICO Enterprise was necessary for the successful operation of their scheme to defraud.

The RICO Enterprise

87. Section 1961(4) of RICO defines an "enterprise" as "any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals associated in fact although not a legal entity."

88. The following persons, and others presently unknown, have been members of and constitute the "enterprise" within the meaning of RICO, which are referred to herein collectively as the RICO Enterprise:

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

c. Defendants Delphi Automotive PLC and Delphi Automotive Systems, LLC, who, at all times material, manufactured and supplied the defective ignition switch system for GM, even though they knew that the system did not meet GM's own design specifications. Delphi also manufactured and supplied the ignition switch system after the 2007 change implemented by GM without reflecting a corresponding change in part number;

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

89. The RICO Enterprise of Old GM, New GM, GM's officers, executives, and engineers, Old Delphi, New Delphi, and GM's dealers, which engaged in, and whose activities affected interstate and foreign commerce, is an association-in-fact within the meaning of 18 U.S.C. § 1961(4) and consists of "persons" associated together for the common purpose of employing the multiple deceptive, abusive and fraudulent acts described herein. The RICO Enterprise is an ongoing organization with an ascertainable structure, and a framework for making and carrying out decisions, that functions as a continuing unit with established duties, and that is separate and distinct from the pattern of racketeering activity in which Defendants have engaged and are engaging. The RICO Enterprise was and is used as a tool to effectuate the pattern of racketeering activity.

90. The members of the RICO Enterprise all had a common purpose: to increase and maximize Defendants' revenues by deceiving Plaintiff and other Class members into purchasing dangerous and defective vehicles, and actively concealing the Ignition Switch Defect from Plaintiff and the other Class members. The members of the RICO Enterprise shared the bounty of their enterprise, *e.g.*, by sharing the benefit derived from increased sales revenue generated by

the scheme to defraud. Each member of the RICO Enterprise benefited from the common purpose of the scheme to defraud: both Old and New GM sold or leased more vehicles with the Ignition Switch Defect, both Old and New Delphi sold more of the defective ignition switches, and GM's dealers sold and serviced more vehicles with the Ignition Switch Defect.

91. Defendants conducted and participated in the affairs of this RICO Enterprise through a pattern of racketeering activity that lasted more than a decade, and that consisted of numerous and repeated violations of the federal mail and wire fraud statutes, which prohibit the use of any interstate or foreign mail or wire facility for the purpose of executing a scheme to defraud, in violation of 18 U.S.C. §§ 1341 and 1343.

92. As part and in furtherance of the scheme to defraud, Defendants' deceptive scheme to increase revenue depended on actionable deceptive conduct. Defendants actively concealed the dangerous and defective condition of GM's vehicles from its customers through deceptive misrepresentations and omitting material information.

Predicate Acts: Mail and Wire Fraud

93. Section 1961(1) of RICO provides that "racketeering activity" is, among other things, any act that is indictable under any of the provisions of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud).

94. As set forth below, to carry out, or attempt to carry out its scheme to defraud, Defendants have engaged in, and continue to engage in, the affairs of the RICO Enterprise through the following pattern of racketeering activity, in violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud):

a. Both Old and New GM, with the assistance and collaboration of the other persons associated in fact with the enterprise devised and employed a scheme or artifice to

defraud by use of the telephone and internet and transmitted, or caused to be transmitted, by means of wire communication travelling in interstate or foreign commerce, writing(s) or signal(s), including GM's website, Service Bulletins to dealers, and communications with other members of the Enterprise, for the purpose of executing such scheme or artifice to defraud, in violation of 18 U.S.C. § 1341 and § 1343.

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

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

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

96. In 2005, in furtherance of its scheme to defraud, Old GM emphasized on its Chevrolet website that "[y]our family's safety is important to us That's why every Chevrolet is designed with a comprehensive list of safety and security features to help give you peace of mind." This false statement, maintained on the internet through the wires, constitutes a violation of 18 U.S.C. § 1343.

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

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

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

100. In furtherance of the scheme to defraud, GM communicated with Delphi via the mail or wires regarding the manufacture of the defective ignition switch system. Through those communications, GM instructed Delphi to continue manufacturing the defective part even though it did not meet GM's own specifications. Delphi followed these instructions and continued to manufacture the defective parts. Through those communications, GM also

instructed Delphi to make a change to the defective ignition switch system in 2006, and to fraudulently conceal the change by not assigning a new part number. Delphi also followed these instructions, making a change to the defective ignition switch system in 2006 and fraudulently concealing the change by not assigning a new part number. GM's communications with Delphi, and Delphi's responses, constitute repeated violations of 18 U.S.C. §§ 1341 and 1343.

101. Defendants' conduct in furtherance of this scheme was intentional. Plaintiff and the other Class members were harmed in that they relied to their detriment on Defendants' conduct and, as a result, purchased dangerous and defective vehicles that saw their value plummet the moment New GM issued the Recall. Defendants unfairly reaped millions of dollars in excessive sales revenue as a result of this scheme and its conduct in furtherance of this scheme.

102. As described throughout this Complaint, Defendants engaged in a pattern of related and continuous predicate acts for over a decade: the scheme began sometime in or around 2000 and is ongoing.

103. The predicate acts constituted a variety of unlawful activities, each conducted in furtherance of the Enterprise and with the common purpose of defrauding Plaintiff and other Class members and obtaining significant funds while providing defective vehicles that are now worth significantly less in light of the Recall. The predicate acts also had the same or similar results, participants, victims, and methods of commission. The predicate acts were related and not isolated events.

104. The predicate acts all had the purpose of generating significant revenue and profits for Defendants at the expense of Plaintiff and the other Class members, who were never informed of the Ignition Switch Defect in their defective vehicles and who have now been

damaged by the diminution in in value caused by the Recall. The predicate acts were committed or caused to be committed by Defendants, through their participation in the RICO Enterprise and in furtherance of their fraudulent scheme, and were interrelated in that they involved obtaining Plaintiff's and all other Class members' funds.

105. Plaintiff and Class Members have a protected property interest in current or prospective contractual relations, such as selling or enjoying their cars without being hampered by Defendants' RICO Enterprise. This deprivation of Plaintiff's and Class Members' property interest is distinct from the injury suffered as a result of the diminished value of the vehicles.

106. Defendants' RICO Enterprise deprived Plaintiff and Class Members of their protected property interest in, and entitlement to, current or prospective business or contractual relations, such as selling or enjoying their cars without being hampered by Defendants' RICO Enterprise

107. Count I seeks relief pursuant to 18 U.S.C. § 1964(c) from Defendants for violation of 18 U.S.C. § 1962(c).

COUNT II

VIOLATIONS OF THE MICHIGAN CONSUMER PROTECTION ACT (Michigan Comp. Laws Ann. § 445, *et seq.*) (Against Defendants)

108. Plaintiff and the Class incorporate by reference paragraphs 1 through 79 as though fully set forth at length herein.

109. This claim is brought on behalf of all Class.

110. Plaintiff and Class Members are all "persons" under the Michigan Consumer Protection Act ("MCPA"), M.C.L.A. § 445.902(1)(d).

111. Defendants were each a "person" engaged in "trade or commerce" under the MCPA, M.C.L.A. § 445.902(1)(d) and (g).

112. The MCPA prohibits any “[u]nfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce.” M.C.L.A. § 445.903(1).

113. Defendants’ conduct, as alleged in the preceding paragraphs, constitutes unfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce. In particular, Defendants violated the MCPA by

a. “[f]ailing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer,” M.C.L.A. § 445.903(s);

b. “[m]aking a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is,” M.C.L.A. § 405.903(bb); and

c. “[f]ailing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner,” M.C.L.A. § 405.903(cc).

114. GM’s practices that violated the MCPA include, without limitation, the following:

a. GM represented that the Defective Vehicles had safety characteristics that they do not have;

b. GM represented that the Defective Vehicles were of a particular standard, quality, or grade, when they are not;

c. GM knew of the Ignition Switch Defect, but failed to disclose its existence or its complete nature, even though GM knew that such information was material to the transaction in light of GM’s prior representations;

d. GM failed to reveal material facts concerning the Ignition Switch Defect to Plaintiff, Class Members, the public, and the government, the omission of which would tend

to mislead or deceive consumers, and which could not be reasonably known to Plaintiff, Class Members, the public, and the government;

e. GM intended for Plaintiff, Class Members, the public, and the government to rely on its misrepresentations and omissions, so that Plaintiff and Class Members would purchase or lease the Defective Vehicles; and

f. GM repeatedly violated the TREAD Act.

115. Delphi's practices that violated the MCPA include, without limitation, the following:

a. Delphi represented that the defective ignition switches had safety characteristics that they do not have;

b. Delphi represented that the Defective Vehicles were of a particular standard, quality, or grade, when they are not;

c. Delphi knew of the Ignition Switch Defect, but failed to disclose its existence or its complete nature;

d. Delphi failed to reveal material facts concerning the Ignition Switch Defect to Plaintiff, Class Members, the public, and the government, the omission of which would tend to mislead or deceive consumers, and which could not be reasonably known to Plaintiff, Class Members, the public, and the government; and

e. Delphi intended for Plaintiff, Class Members, the public, and the government to rely on its misrepresentations and omissions, so that Plaintiff and the Class would purchase or lease the Defective Vehicles;

116. Defendants' acts and practices were unfair and unconscionable, because their acts and practices offend established public policy, and because the harm Defendants caused

consumers greatly outweighs any benefits associated with its acts and practices. Defendants' conduct has also impaired competition within the automotive vehicles market and has prevented Plaintiff and the Class from making fully informed decisions about whether to lease, purchase, or retain Defective Vehicles.

117. Plaintiff and the Class have suffered an injury, including the loss of money or property, as a result of Defendants' unfair, unlawful, or deceptive practices. Had Plaintiff and the Class known about the full extent of the Ignition Switch Defect, they would not have purchased their vehicles at all or would have paid less for them, and would not have retained their Defective Vehicles only to suffer the diminution in value caused by the Recall. Plaintiff and the Class have therefore suffered a "loss" because of the violations of the MCPA complained of here.

118. All of the wrongful conduct alleged here occurred, and continues to occur, in the conduct of Defendants' business.

119. Plaintiff requests that this Court enjoin Defendants from continuing their unfair, unlawful, or deceptive practices; require Defendants to repair Plaintiff's and Class Members' vehicles to completely eliminate the Ignition Switch Defect; provide to Plaintiff and each Class Member either their actual damages as the result of Defendants' unfair, unlawful, and deceptive trade practices, or \$250 per Class member, whichever is higher; award reasonable attorneys' fees; and provide other appropriate relief under the MCPA.

120. Plaintiff also seeks punitive damages against Defendants because they carried out reprehensible conduct with willful and conscious disregard of the rights and safety of others. Defendants intentionally, willfully, and repeatedly misrepresented the reliability and safety of the Defective Vehicles, and continued to conceal material facts that only they knew, even while

numerous innocent victims were being killed as a result of its conduct. Defendants' unlawful conduct constitutes malice, oppression, and fraud justifying punitive damages.

COUNT III
FRAUD BY CONCEALMENT
(Against Defendants)

121. Plaintiff and the Class incorporate by reference paragraphs 1 through 79 as though fully set forth at length herein.

122. This claim is brought on behalf of all Class.

123. Defendants concealed and suppressed material facts concerning the Ignition Switch Defect.

124. Defendants had a duty to disclose the Ignition Switch Defect because GM consistently represented that its vehicles were reliable and safe and proclaimed that it maintained the highest safety standards, and the defect was known or accessible only to Defendants, who had superior knowledge and access to the facts, and Defendants knew that the facts were not known to or reasonably discoverable by Plaintiff and the Class. These omitted and concealed facts were material because they directly impact the safety of the Defective Vehicles, and GM's prior representations regarding the safety of its vehicles became materially misleading when Defendants concealed facts regarding the Ignition Switch Defect.

125. Defendants actively concealed or suppressed these material facts, in whole or in part, to induce Plaintiff and Class Members to purchase or lease the Defective Vehicles at high prices, and to protect Defendants' profits and avoid a costly recall, and Defendants did so at the expense of Plaintiff and the Class.

126. Plaintiff and the Class were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed or suppressed facts. Plaintiff's and the Class's actions were justified.

127. Because of the concealment or suppression of the facts, Plaintiff and the Class sustained damages because the value of the Defective Vehicles has been diminished by the Recall, the direct result of Defendants' wrongful conduct.

128. Defendants' acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiff's and the Class's rights and well-being to enrich Defendants. Defendants' conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future.

COUNT IV
VIOLATIONS OF MAGNUSON-MOSS CONSUMER PRODUCTS
WARRANTIES ACT ("Magnuson-Moss")
(15 U.S.C. § 2301, et seq.)
(Against GM)

129. Plaintiff and the Class incorporate by reference paragraphs 1 through 79 as though fully set forth at length herein.

130. Magnuson-Moss provides a private right of action by purchasers of consumer products against manufacturers or retailers who, among other things, fail to comply with the terms of the written, express, or implied warranties. *See* 15 U.S.C. § 2310(d)(1). As alleged above, GM has failed to comply with the terms of its implied warranties.

131. The Defective Vehicles are "consumer products," as that term is defined in 15 U.S.C. § 2301(1).

132. GM is a "warrantor," as that term is defined in 15 U.S.C. § 2301(5).

133. Plaintiff and each member of the Class are “consumers,” as that term is defined in 15 U.S.C. § 2301(3).

134. As a warrantor, GM is obligated to afford the Class, as consumers, all rights and remedies available under Magnuson-Moss, regardless of privity.

135. Magnuson-Moss provides a cause of action for, among other things, breach of warranty. *See* 15 U.S.C. § 2310(d)(1). GM has breached its implied warranties of merchantability, which it cannot disclaim under Magnuson-Moss, *see* 15 U.S.C. § 2308(a)(1), by failing to provide merchantable goods. Plaintiff and the Class have suffered damages as a result of GM’s breaches of implied warranties as set forth above. *See* 15 U.S.C. § 2310(d)(1)-(2).

136. GM was on notice of the ignition switch defects as early as 2001, yet did not undertake any opportunity to cure until 2014, nearly thirteen years later, when GM’s knowledge of the ignition switch defects was first made public. Also, once Plaintiff’s representative capacity is determined, notice and opportunity to cure on behalf of the Class — through Plaintiff — can be provided under 15 U.S.C. § 2310(e).

137. Plaintiff and the Class members have suffered, and are entitled to recover, damages as a result of GM’s breaches of warranty and violations of Magnuson-Moss.

138. Additionally, or in the alternative, Magnuson-Moss provides for “other legal and equitable” relief where there has been a breach of warranty or failure to abide by other obligations imposed by Magnuson-Moss. *See* 15 U.S.C. § 2310(d)(1). Rescission and Revocation of Acceptance are equitable remedies available to Plaintiff and the Class members under Magnuson-Moss.

139. Plaintiff also seeks an award of costs and expenses, including attorney’s fees, under Magnuson Moss to prevailing consumers in connection with the commencement and

prosecution of this action. *See* 15 U.S.C. § 2310(d)(2). Plaintiff and the Class intend to seek such an award, including expert witness costs and other recoverable costs, as prevailing consumers at the conclusion of this lawsuit.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf all others similarly situated, respectfully requests that this Court enter a judgment against Defendants, and grant the following relief:

A. Determine that this action may be maintained as a Class action and certify it as such under Rule 23(b)(3) and or 23(b)(2), or alternatively certify all issues and claims that are appropriately certified; and designate and appoint Plaintiff as Class Representative and Plaintiff's chosen counsel as Class Counsel;

B. Declare, adjudge, and decree that Defendants violated 18 U.S.C. § 1962(c) by conducting the affairs of the RICO Enterprise through a pattern of racketeering activity;

C. Declare, adjudge, and decree the conduct of Defendants as alleged herein to be unlawful, unfair or deceptive, and enjoin any such future conduct;

D. Declare, adjudge, and decree that the ignition switches in the Defective Vehicles are defective;

E. Declare, adjudge, and decree that Defendants must disgorge, for the benefit of Plaintiff and Class Members all or part of the ill-gotten gains it received from the sale or lease of the Defective Vehicles;

F. Award Plaintiff and Class Members actual, compensatory damages, or, in the alternative, statutory damages, as proven at trial;

G. Award Plaintiff and Class Members treble damages pursuant to 18 U.S.C. § 1964(c).

H. Alternatively, if elected by Plaintiff and Class Members, require Defendants to repair the defective ignition switches or provide a comparable vehicle that does not have ignition switch defects;

I. Award Plaintiff and Class Members punitive damages in such amount as proven at trial;

J. Award Plaintiff and Class Members their reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest; and

K. Award Plaintiff and Class Members such other further and different relief as the case may require or as determined to be just, equitable, and proper by this Court.

JURY TRIAL DEMAND

Plaintiff requests a trial by jury on all the legal claims alleged in this Complaint.

Respectfully submitted,

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