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KING COUNTY
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CASE #: 26-2-35496-1 SEA

**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

GENERAL MOTORS LLC, a limited
liability company; GENERAL MOTORS
HOLDINGS LLC, a limited liability
company; and ONSTAR, LLC, a limited
liability company,

Defendants.

NO.

COMPLAINT FOR INJUNCTIVE
AND OTHER RELIEF

I. INTRODUCTION

1.1 Plaintiff, the State of Washington, by and through its attorneys Nicholas W. Brown, Attorney General, and Kathleen Box, Andrea Alegrett, and Bret Finkelstein, Assistant Attorneys General, brings this action for injunctive and other relief against Defendants General Motors LLC, a limited liability company, General Motors Holdings LLC, a limited liability company, and OnStar, LLC, a limited liability company (collectively, “Defendants” or “GM”), for violations of the Consumer Protection Act (CPA).

II. JURISDICTION AND VENUE

2.1 The Attorney General files this Complaint to enforce Washington’s Consumer Protection Act, RCW 19.86 (CPA). This Court has jurisdiction under the CPA, as well as RCW 2.08.010 and RCW 7.24.010.

2.2 Defendants engaged in the conduct set forth in this Complaint in King County and elsewhere in the State of Washington.

2.3 Venue is proper in King County pursuant to RCW 4.12.020 and RCW 4.12.025, and Civil Rule 82 because at all relevant times, Defendants were engaged in trade and commerce affecting consumers in Washington insofar as Defendants advertised and distributed vehicles in Washington. Defendants were also in possession of the personal information and consumer driving data of Washington residents.

III. PARTIES

3.1 The Plaintiff is the Washington State Attorney General's Office, Consumer Protection Division. The Attorney General is authorized to commence this action pursuant to RCW 19.86.080 and RCW 19.86.140. The Washington State Attorney General's Office created the Consumer Protection Division to detect, investigate, and prosecute any act prohibited or declared to be unlawful under the Washington Consumer Protection Act.

3.2 Defendant General Motors LLC is a Delaware limited liability company with its principal office or place of business at 300 Renaissance Center, Suite L1, Detroit, Michigan 48243. General Motors LLC is a wholly owned subsidiary of General Motors Company, a Delaware corporation.

3.3 Defendant General Motors Holdings LLC is a Delaware limited liability company with its principal office or place of business at 300 Renaissance Center, Suite L1, Detroit, Michigan 48243. General Motors Holdings LLC is a wholly owned subsidiary of General Motors Company, a Delaware corporation.

3.4 Defendant OnStar, LLC (“OnStar”) is a Delaware limited liability company with its principal office or place of business at 400 Renaissance Center, Detroit, Michigan 48243. OnStar, LLC is a wholly owned subsidiary of General Motors Company, a Delaware corporation.

IV. FACTS

A. GM's OnStar and Smart Driver Services

4.1 GM is a multinational U.S. based automobile company that manufactures and sells Chevrolet, GMC, Cadillac, and Buick vehicles (collectively, "GM-branded vehicles"), to GM-authorized dealerships in Washington. GM offers connected products and services for its GM-branded vehicles under the OnStar brand. OnStar is billed as an in-vehicle entertainment and safety feature, with options like "automatic crash response," "roadside assistance," "remote access," and "in-vehicle apps," to list a few.

4.2 In 2015, GM released "Smart Driver" as part of the OnStar service. GM promoted Smart Driver as a tool to help consumers drive more safely by providing information about their driving behavior. Through Smart Driver, Defendants collected huge volumes of consumer driver behavior information, such as hard braking, hard acceleration, hard cornering, crossing of a designated high-speed threshold, seat belt usage, or late-night driving, and trip time and duration for such events ("Covered Driver Data").

4.3 Through OnStar, GM also collected precise geolocation data linked to identifiable personal information, including name, address, and Vehicle Identification Number ("VIN"). This precise geolocation data consisted of latitude and longitude along with elevation, heading, current speed, a date and timestamp, and a trip identifier that could be used to tie multiple transmissions together to identify the entire route of a specific trip taken by a single vehicle. GM collected precise geolocation data every three seconds from ignition on to ignition off.

4.4 In 2015, GM started selling OnStar and Smart Driver data to a third party, Verisk Analytics ("Verisk") and in 2019 entered into a similar contract with Lexis Nexis Risk Solutions, Inc. ("Lexis"). Pursuant to these contracts, GM provided Lexis with precise geolocation data, while Verisk's contract expressly barred GM from providing such location data. Verisk and

1 Lexis used the data to compile consumer reports and driver-ratings that it sold to insurance
2 companies. Some insurance companies then used this information in part to set insurance rates.

3 4.5 Through Smart Driver, customers could choose to enroll separately in an
4 Insurance Discount Eligibility program that allowed GM to share anonymous driving data with
5 participating insurance companies to see if they qualified for a discount. If a discount was
6 available, drivers could then decide whether to share their personal information to claim it. Yet,
7 GM sold identifiable driving data for *all* customers enrolled in Smart Driver, regardless of their
8 participation in the Insurance Discount Eligibility Program. Ultimately, GM made over \$20
9 million nationwide in connection with these data sales.

10 4.6 On March 11, 2024, the New York Times reported that GM was sharing
11 consumer driver behavior data with insurance companies.¹ The article noted consumers were
12 unaware that their driving data was being used to set insurance rates and that many consumers
13 saw their rates unexpectedly increase. On April 23, 2024, the New York Times reported that
14 some GM customers were enrolled in Smart Driver despite their GM-vehicle related app
15 indicating they were not enrolled.² In April 2024, GM announced that it was discontinuing the
16 Smart Driver program “based on customer feedback.”

17 **B. GM Failed to Disclose It Sold Smart Driver Data to Third Parties for Insurance**
18 **Purposes**

19 4.7 GM represented to consumers that Smart Driver collected data for the customer’s
20 own assessment of their driving habits. GM marketed Smart Driver as a way for consumers to
21 “level up [their] driving skills” by “encourag[ing] better driving habits [and] offering tips that
22

23 ¹ Kashmir Hill, *Automakers Are Sharing Consumer Driving Behavior With Insurance Companies*, N.Y.
24 Times (Mar. 11, 2024), <https://www.nytimes.com/2024/03/11/technology/carmakers-driver-tracking-insurance.html>.

25 ² Kashmir Hill, *How G.M Tricked Millions of Drivers Into Being Spied On (Including Me)*, N.Y. Times
26 (Apr. 23, 2024), <https://www.nytimes.com/2024/04/23/technology/general-motors-spying-driver-data-consent.html>.

1 [could] help sharpen driving skills.” However, GM failed to disclose that it sold consumers’
2 driving information to third parties.

3 4.8 A vast majority of Smart Driver enrollments occurred before the consumer left
4 the dealerships. The OnStar enrollment process consisted of a consumer viewing a series of
5 screens before indicating “I accept” or “I decline” by selecting labeled radio buttons on the
6 screens. The first screen requested that the consumer review the terms and conditions for
7 connected vehicle services and the GM Privacy Statement. This privacy statement told
8 consumers that their information might be shared for things such as research and development
9 or services maintenance. The only reference to sharing for insurance purposes indicated that
10 additional user consent or authorization would be collected before driver information was shared
11 for any usage-based insurance program:

12 With business partners, such as SiriusXM, in connection with their
13 products and services; research institutes, for research and
14 development purposes (*for example, improving highway safety*);
15 dealers, fleet or rental companies, for service maintenance of your
16 vehicle. We may also share data with third parties for marketing
17 activities (with necessary consents) or where you have elected to
18 receive a service from them and/or authorized them to request data
19 from GM (*for example, financial organizations who offer financing*
20 *for the purchase or lease of GM vehicles or usage based insurance*
21 *providers*) (emphasis in original).

19 4.9 Upon acceptance of GM’s Privacy Statement, consumers were presented with a
20 second screen that requested the consumer to “one-click” enroll in the OnStar Smart Driver
21 feature and the third screen offered a summary of the enrollment process. The Smart Driver
22 consent screens told consumers the program provides “insights on your driving behavior and can
23 help you recognize driving improvement opportunities” and that “[y]ou’ll earn achievements,
24 get valuable feedback with each trip, and access your driving data.” GM said that it would use
25 the information collected about “where and how you operate your vehicle.”
26

1 4.10 If the consumer attempted to decline the OnStar Terms, the screen displayed a
2 message warning that declining “will result in deactivation of all services, including Automatic
3 Crash Response, Emergency Services, and Vehicle Diagnostics.”

4 4.11 Nowhere in the enrollment process did GM disclose to consumers that GM would
5 sell their data to third parties who would then sell it to insurance companies. Further, GM’s
6 practices contradicted its representations regarding its Insurance Discount Eligibility program,
7 where GM stated that it would only share *anonymous* driving data with insurance companies. In
8 reality, GM sold the identifiable driving data of *all* Smart Driver participants to Verisk and Lexis
9 for the purpose of repackaging and selling to insurance companies.

10 4.12 Other customers were automatically enrolled in Smart Driver due to a technical
11 glitch. GM’s applications incorrectly informed over 370,000 consumers that they were not
12 enrolled in Smart Driver despite GM collecting and selling their driver data to third parties. GM
13 discovered the glitch following the April 2024 New York Times article. GM never notified
14 affected consumers of the error. Instead, GM quietly unenrolled those consumers from Smart
15 Driver without telling them that GM had collected and sold their driving data to third parties,
16 potentially impacting their insurance rates.

17 **C. GM Failed to Disclose It Collected and Sold Precise Geolocation Data Obtained**
18 **from Some OnStar Enabled Vehicles to Third Parties**

19 4.13 Starting in 2018, GM collected precise geolocation data from millions of vehicles
20 through a particular task that collected and transmitted precise geolocation data every three
21 seconds, starting from ignition on, to GM’s storage systems. This precise geolocation data
22 consisted of latitude and longitude, along with elevation, heading, current speed, a date and time
23 stamp, and a trip identifier that could be used to tie multiple transmissions together to identify
24 the entire route of a specific trip taken by a single vehicle.

1 4.14 In 2019, this task also collected a persistent vehicle identifier, which linked the
2 precise geolocation data to a particular VIN, and could be used to associate a single vehicle to
3 multiple trips.

4 4.15 In 2018, GM entered into a contract to license the precise geolocation data to
5 Wejo Ltd. (“Wejo”), a United Kingdom-based connected car data company. This agreement
6 continued until Wejo filed for bankruptcy.

7 4.16 Wejo’s assets were sold to Jacobs Engineering Group, Inc. (“Jacobs”), a Texas-
8 based consulting company, on January 3, 2024. That same day, Jacobs entered into an agreement
9 with GM to license the precise geolocation data and persistent identifier.

10 4.17 GM allowed Wejo, and later Jacobs, to license the data obtained by GM to other
11 entities, with GM’s approval, called “egress licensees.” Indeed, under the terms of the contracts
12 with third parties, GM knew and approved each egress licensee to whom Wejo and Jacobs had
13 licensed the data. However, GM did not disclose information about specific egress licensees to
14 consumers.

15 4.18 Moreover, the OnStar Terms and GM’s Privacy Statement did not inform
16 consumers that their precise geolocation data would be sold to third parties, licensed to other
17 entities with whom the third parties had their own relationships, and used for the specific
18 purposes carried out by Wejo and Jacobs. Additionally, consumers were never informed whether
19 their GM-branded vehicles were among the vehicles from which GM collected and sent precise
20 geolocation data to Wejo or Jacobs.

21 **D. GM Incentivized GM-Branded Dealerships to Enroll Consumers in OnStar and**
22 **Smart Driver**

23 4.19 To maximize the number of consumers enrolled, GM heavily incentivized GM-
24 branded dealerships to enroll consumers in OnStar and Smart Driver during the vehicle purchase
25 process. GM offered incentive payments to dealership personnel if: (1) the consumer enrolled at
26 the dealership at the time of sale; (2) the consumer accepted the OnStar terms and conditions;

1 and (3) the consumer opted in to Smart Driver. GM representatives pushed dealerships to
2 increase their OnStar enrollment numbers. GM's incentives resulted in extraordinarily high
3 volumes of consumers being enrolled in OnStar and Smart Driver at the dealerships. In many
4 cases, dealership employees allegedly accepted terms and conditions on behalf of customers
5 without their consent.

6 4.20 GM failed to implement policies and procedures to ensure that consumers
7 reviewed or understood data sharing practices for OnStar or Smart Driver when signing up at
8 GM-branded dealerships. Furthermore, GM failed to provide dealerships with training materials
9 explaining how these programs worked, including what data was collected and for what purpose,
10 or how to obtain consumers' informed consent.

11 **V. CAUSE OF ACTION**
12 **(Unfair or Deceptive Conduct in Violation of**
13 **the Consumer Protection Act, RCW 19.86)**

14 5.1 Plaintiff realleges and incorporates Paragraphs 1 through 4.20 as if fully set forth
15 herein.

16 5.2 The Attorney General may obtain injunctive relief, as well as monetary relief,
17 including restitution, disgorgement, civil penalties, and recovery of costs and fees for violations
18 of the CPA. RCW 19.86.080, .140.

19 5.3 The CPA prohibits "unfair methods of competition and unfair or deceptive acts
20 or practices in the conduct of any trade or commerce." RCW 19.86.020.

21 5.4 GM has engaged in unfair or deceptive acts or practices by:

- 22 a. Failing to obtain affirmative informed consent from consumers during
23 enrollment in OnStar and Smart Driver prior to collecting and selling data
24 to third parties;
25 b. Deceiving consumers by telling them they would have to affirmatively
26 opt in to an insurance discount program when in fact GM sold consumer
data to third parties for insurance purposes for all Smart Driver accounts;

- 1 c. Failing to disclose to consumers that enrollment in Smart Driver may
2 affect insurance rates;
- 3 d. Failing to disclose to consumers that GM collected and sold precise
4 geolocation data to third parties that licensed that data to other entities;
- 5 e. Misrepresenting its data collection and sharing practices with consumers
6 through its enrollment process and GM applications;
- 7 f. Failing to adequately train and supervise dealership personnel to ensure
8 consumers gave informed consent to enroll in OnStar and Smart Driver.

9 5.5 GM's acts or practices occurred and are occurring in trade or commerce under
10 the CPA and any commerce directly or indirectly affecting the people of the state of Washington.

11 5.6 GM's practices demonstrate a pattern of conduct committed in the course of its
12 business and of which there is a real and substantial potential for repetition, impacting the public
13 interest.

14 VI. REQUEST FOR RELIEF

15 Wherefore, the State of Washington, requests the following relief:

16 6.1 That the Court adjudge and decree that the Defendants have engaged in the conduct
17 complained of herein.

18 6.2 That the Court adjudge and decree that the conduct complained of constitutes unfair
19 or deceptive acts or practices and is unlawful in violation of the CPA.

20 6.3 That the Court issue a permanent injunction pursuant to the CPA, enjoining and
21 restraining Defendants and their representatives, successors, assigns, offices, agents, servants,
22 employees, and all other persons acting or claiming to act for, on behalf of, or in concert or
23 participation with Defendants, from continuing or resuming the unlawful conduct complained of
24 herein.

25 6.4 That the Court assess civil penalties, pursuant to the CPA, against Defendants for
26 each and every violation of the CPA caused by the conduct complained of herein.

1 6.5 That the Court, as an equitable remedy, disgorge Defendants of money or property
2 acquired by Defendants as a result of the conduct and violations complained of herein.

3 6.6 That the Court make such orders pursuant to the CPA as it deems appropriate to
4 provide for restitution to consumers of money or property unlawfully acquired by Defendants as a
5 result of the conduct complained of herein.

6 6.7 That the Court make such orders pursuant to the CPA to provide that the Plaintiff,
7 State of Washington, have and recover from Defendants the costs of this action, including
8 reasonable attorneys' fees.

9 6.8 That the Court award prejudgment interest in accordance with the CPA.

10 6.9 For such other relief as the Court may deem just and proper.

11 DATED this 29th day of October, 2026.

12
13 NICHOLAS W. BROWN
14 Attorney General

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