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CONSUMER PROTECTION DIVISION OF THE OFFICE OF THE ATTORNEY GENERAL 200 St. Paul Place, Baltimore, Maryland 21202 Plaintiff, v. GENERAL MOTORS LLC, a limited liability company; 300 Renaissance Center, Suite L1 Detroit, Michigan 48243, GENERAL MOTORS HOLDINGS LLC, a limited liability company, 300 Renaissance Center, Suite L1 Detroit, Michigan 48243, and ONSTAR, LLC, a limited liability company, 400 Renaissance Center Detroit, Michigan 48243 Defendants.	IN THE CIRCUIT COURT FOR BALTIMORE COUNTY Case No. C-03-CV-26-005102

COMPLAINT FOR PERMANENT INJUNCTION AND OTHER RELIEF

Plaintiff, the Consumer Protection Division of the Office of the Attorney General of Maryland (the "Division" or the "Plaintiff"), brings this action for injunctive and other relief against Defendants General Motors LLC, General Motors Holdings LLC, and OnStar, LLC (collectively, "Defendants" or "GM"), for violating the Maryland Consumer Protection Act, Md. Code. Ann., Com. Law §§ 13-101 through 13-501 (the "Consumer Protection Act"), and states as follows:

THE PARTIES

1. Plaintiff is the Consumer Protection Division of the Office of the Attorney General of Maryland. The Division is charged with, among other things, enforcing and seeking redress for violations of Maryland's consumer protection laws, including the Consumer Protection Act.

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. 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.

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 is a wholly owned subsidiary of General Motors Company, a Delaware corporation.

JURISDICTION AND VENUE

5. At all times relevant to this Complaint, Defendants were engaged in offering for sale and selling vehicles and related products and services to consumers within the State of Maryland, including, but not limited to, in Baltimore County. Defendants were also in possession of the personal information and consumer driving data of Maryland residents.

6. Venue for this action properly lies in Baltimore County, Maryland, pursuant to Md. Code Ann., Cts & Jud. Proc. § 6-201.

7. This court has jurisdiction over this matter pursuant to Md. Code Ann., Cts & Jud. Proc. § 6-103.

BACKGROUND

A. GM's OnStar and Smart Driver Services

8. GM is a multi-national U.S. based automobile company that manufactures and sells Chevrolet, GMC, Cadillac, and Buick brands (collectively, "GM-branded vehicles"), to GM-authorized dealerships in Maryland. GM offers and provides connected products and services for their 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.

9. In 2015, GM released "Smart Driver" as part of the OnStar services. 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").

10. 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 time stamp, 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.

11. In 2015, GM started selling OnStar and Smart Driver data to third party Verisk Analytics ("Verisk") and in 2019 entered into a similar contract with Lexis Nexis Risk Solutions, Inc. ("Lexis"). Pursuant to the Lexis contract, GM provided Lexis with precise geolocation data, while Verisk's contract expressly barred GM from providing such location data. Verisk and Lexis used the data they received to compile consumer reports and driver-ratings that they sold to insurance companies. Some insurance companies then used this information, in part, to set insurance rates.

12. Consumers were told that through Smart Driver they could choose to further enroll in an Insurance Discount Eligibility program that allowed GM to share anonymous driving data with participating insurance companies to see if they qualified for a discount. If a discount was available, consumers could then decide whether to share their personal information to claim it. Yet, GM sold identifiable driving data for *all* customers enrolled in Smart Driver, regardless of their participation in the Insurance Discount Eligibility Program. Ultimately, GM made over $20 million nationwide in connection with these data sales.

13. On March 11, 2024, the New York Times reported that GM was sharing consumer driver behavior data with insurance companies.[1] The article noted consumers were unaware that their driving data was being used to set insurance rates and that many consumers saw their rates unexpectedly increase. On April 23, 2024, the New York Times reported that some GM customers were enrolled in Smart Driver despite their GM-vehicle related app indicated they were not enrolled.[2]

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

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

14. In April 2024, GM announced that it was discontinuing the Smart Driver program "based on customer feedback."

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

15. GM represented to consumers that Smart Driver collected data for the customer's own assessment of their driving habits. GM marketed Smart Driver as a way for consumers to "level up [their] driving skills" by "encourag[ing] better driving habits [and] offering tips that [could] help sharpen driving skills." However, GM failed to disclose that it sold consumers' driving information to third parties.

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

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

17. Upon acceptance of GM's Privacy Statement, consumers were presented with a second screen that requested that consumers enroll in the OnStar Smart Driver feature with a single click and the third screen offered a summary of the enrollment process. The Smart Driver consent screens told consumers the program provides "insights on your driving behavior and can help you recognize driving improvement opportunities" and that "[y]ou'll earn achievements, get valuable feedback with each trip, and access your driving data." GM said that it would use the information collected about "where and how you operate your vehicle."

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

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

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

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

21. Starting in 2018, GM collected precise geolocation data from millions of vehicles through a particular task that collected and transmitted precise geolocation data every three seconds to GM's storage systems, starting from the moment the ignition was turned on. This precise geolocation data consisted of latitude and longitude, along with elevation, heading, current speed, a date and time stamp, 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.

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

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

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

25. GM allowed Wejo, and later Jacobs, to license the data obtained by GM to other entities, with GM's approval, called "egress licensees." Indeed, under the terms of the contracts with third parties, GM knew and approved each egress licensee to whom Wejo and Jacobs had licensed the data. However, GM did not disclose information about specific egress licensees to consumers.

26. Moreover, the OnStar Terms and GM's Privacy Statement did not inform consumers that their precise geolocation data would be sold to third parties, licensed to other

entities with whom the third parties had their own relationships, and used for the specific purposes carried out by Wejo and Jacobs. Additionally, consumers were never informed whether their GM-branded vehicles were among the vehicles from which GM collected and sent precise geolocation data to Wejo or Jacobs.

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

27. To maximize the number of consumers enrolled, GM heavily incentivized GM-branded dealerships to enroll consumers in OnStar and Smart Driver during the vehicle purchase process. GM offered incentive payments to dealership personnel if: (1) the consumer enrolled at the dealership at the time of sale; (2) the consumer accepted the OnStar terms and conditions; and (3) the consumer opted in to Smart Driver. GM representatives pushed dealerships to increase their OnStar enrollment numbers. GM's incentives resulted in extraordinarily high volumes of consumers being enrolled in OnStar and Smart Driver at the dealerships. In many cases, dealership employees allegedly accepted terms and conditions on behalf of customers without their consent.

28. GM failed to implement policies and procedures to ensure that consumers had the opportunity to review or to understand the OnStar or Smart Driver data sharing practices when signing up at GM-branded dealerships. Furthermore, GM failed to provide dealerships with training materials explaining how these programs worked, including what data was collected and for what purpose, or how to obtain consumers' informed consent.

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COUNT ONE

VIOLATIONS OF THE CONSUMER PROTECTION ACT

29. Plaintiff realleges and incorporates by reference Paragraphs 1 through 28 as if fully set forth herein.

30. Defendants' practices, as set forth above, constitute unfair and deceptive trade practices in the sale and offer for sale of consumer goods and services that violate the Consumer Protection Act.

31. The goods and services Defendants advertise, offer, and sell to consumers are consumer goods and services pursuant to § 13-101(d)(2) of the CPA because they are used for personal, family, or household purposes.

32. Defendants are merchants as defined by § 13-101(g)(1) of the CPA.

33. Respondents have engaged in unfair, deceptive and abusive trade practices in connection with the offer or sale of consumer goods and services that are generally prohibited by § 13-303 of the CPA, a defined by § 13-303(1), and (3) of the CPA.

34. A deceptive or unfair trade practice is a violation of the CPA regardless of whether any consumer has been misled, deceived, or damaged because of the practice. CPA § 13-302.

Deception

35. Defendants' false and misleading statements regarding their data collection and sharing practices had the capacity, tendency, or effect of deceiving or misleading consumers and, pursuant to § 13-301(1) of the Consumer Protection Act, constitute deceptive trade practices that are prohibited by § 13-303 of the Consumer Protection Act.

36. Defendants' failure to inform consumers regarding the collection and sale of data to third parties that licensed that data to other entities constitutes a failure to state material facts,

the omission of which has deceived or tended to deceive consumers and constitutes deceptive trade practices as defined by § 13-301(3) of the Consumer Protection Act that are prohibited by § 13-303 of the Consumer Protection Act.

Unfair Practices

37. Defendants engaged in unfair trade practices in their data collection and sharing practices in violation of CPA § 13-303.

38. Defendants caused substantial harm to consumers when they collected and shared consumers' data with third parties without consumers knowledge and consent.

39. Consumers did not know that Defendants were sharing their data and, therefore, could not reasonably avoid the harm they sustained.

40. It does not benefit marketplace or competition to collect and share consumers' data without their knowledge or consent.

Abusiveness

41. Defendants' sale of services to consumers without informing them that they would share their data, including to third-parties who compiled the data and sold it to insurance companies where it could negatively impact consumers' insurance rates, was an abusive practice.

42. Defendants took advantage of consumers' lack of understanding that their data would be shared in this manner if they purchased OnStar and Smart Driver services.

43. Consumers who purchased Defendants' services could not take steps to protect themselves from the detriment they experienced by having their data shared.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests this Court enter judgment against Defendants and enter an Order as follows:

A. Requiring Defendants to cease and desist from engaging in unfair or deceptive trade practices in violation of the Maryland Consumer Protection Act, pursuant to § 13-406(c)(1) of the Consumer Protection Act;

B. Requiring Defendants to take affirmative action, including the payment of restitution, pursuant to § 13-406 of the Consumer Protection Act;

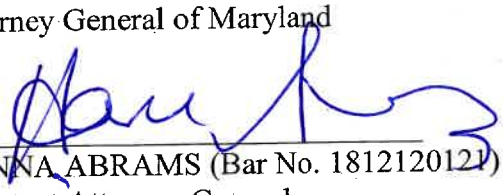
C. Requiring Defendants to pay the costs of this proceeding, including all costs of investigation pursuant to § 13-409 of the Consumer Protection Act;

D. Requiring Defendants to pay a suitable civil penalty pursuant to § 13-410 of the Consumer Protection Act; and

E. Granting such other and further relief as is appropriate and necessary.

Respectfully submitted,

ANTHONY G. BROWN
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