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4 IN THE CIRCUIT COURT OF THE STATE OF OREGON
5 FOR THE COUNTY OF MULTNOMAH

6 STATE OF OREGON ex rel. DAN
7 RAYFIELD, Attorney General for the State of
8 Oregon,

9 Plaintiff,

10 v.

11 GENERAL MOTORS LLC, a limited liability
12 company; GENERAL MOTORS HOLDINGS
13 LLC, a limited liability company; and
14 ONSTAR, LLC, a limited liability company,

15 Defendants.

Case No.

COMPLAINT

Unlawful Trade Practices Act;
ORS 646.605, et seq.)

CLAIM NOT SUBJECT TO
MANDATORY ARBITRATION

ORS 20.140 - State fees deferred at filing

16 INTRODUCTION

17 1.

18 Plaintiff, the State of Oregon, appearing by and through its attorneys Dan Rayfield,
19 Attorney General of Oregon, and Kristen Hilton, Senior Assistant Attorney General, brings this
20 action for injunctive and other relief against Defendants General Motors LLC, a limited liability
21 company, General Motors Holdings LLC, a limited liability company, and OnStar, LLC, a
22 limited liability company (collectively, “Defendants” or “GM”), for violations of the Oregon
23 Unlawful Trade Practices Act, ORS 646.605-ORS 646.656, relating to Defendants’ data
24 collection, use, and disclosure of Oregonians’ data, and alleges the following:

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1 **PARTIES**

2 2.

3 Plaintiff, the Attorney General of the State of Oregon, brings this enforcement action
4 alleging violations of Oregon's Unlawful Trade Practices Act (UTPA), ORS 646.605 to ORS
5 646.652.

6 3.

7 Defendant General Motors LLC is a Delaware limited liability company with its
8 principal office or place of business at 300 Renaissance Center, Suite L1, Detroit, Michigan
9 48243. General Motors LLC is a wholly owned subsidiary of General Motors Company, a
10 Delaware corporation.

11 4.

12 Defendant General Motors Holdings LLC, is a Delaware limited liability company with
13 its principal office or place of business at 300 Renaissance Center, Suite L1, Detroit, Michigan
14 48243. General Motors Holdings LLC is a wholly owned subsidiary of General Motors
15 Company, a Delaware corporation.

16 5.

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

21 **JURISDICTION AND VENUE**

22 6.

23 At all relevant times, Defendants were engaged in trade and commerce affecting
24 consumers in the State of Oregon insofar as Defendants manufactured, advertised, and
25 distributed vehicles in the State of Oregon. Defendants were also in possession of the personal
26 information and consumer driving data of Oregon residents.

1 7.

2 This court has jurisdiction over this matter pursuant to ORS 646.632.

3 8.

4 Venue for this action properly lies in Multnomah County, Oregon, pursuant to ORS
5 646.632(1) and ORS 646.605(1)(c) as Defendants are alleged to have committed an act
6 prohibited by ORS 646.605 to ORS 646.652 in Multnomah County.

7 9.

8 Defendants agree to waive notice as required by ORS 646.632(2).

9 **FACTS**

10 **(GM'S ONSTAR AND SMART DRIVER SERVICES)**

11 10.

12 GM is a multi-national U.S. based automobile company that manufactures and sells
13 Chevrolet, GMC, Cadillac, and Buick brands (collectively, "GM-branded vehicles"), to GM-
14 authorized dealerships in Oregon. GM offers connected products and services for their GM-
15 branded vehicles under the OnStar brand. OnStar is billed as an in-vehicle entertainment and
16 safety feature, with options like "automatic crash response," "roadside assistance," "remote
17 access," and "in-vehicle apps," to list a few.

18 11.

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

25 ///

26 ///

12.

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.

13.

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 these contracts, 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 to compile consumer reports and driver-ratings that it sold to insurance companies. Some insurance companies then used this information in part to set insurance rates.

14.

Through Smart Driver, customers 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, drivers 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.

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15.

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

(GM FAILED TO DISCLOSE IT SOLD SMART DRIVER DATA TO THIRD PARTIES FOR INSURANCE PURPOSES)

16.

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.

17.

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

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>.

1 information might be shared for things such as research and development or services
2 maintenance. The only reference to sharing for insurance purposes indicated that additional user
3 consent or authorization would be collected before driver information was shared for any usage-
4 based insurance program-based insurance program:

5 With business partners, such as SiriusXM, in connection with their
6 products and services; research institutes, for research and
7 development purposes (*for example, improving highway safety*);
8 dealers, fleet or rental companies, for service maintenance of your
9 vehicle. We may also share data with third parties for marketing
10 activities (with necessary consents) or where you have elected to
11 receive a service from them and/or authorized them to request data
12 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).

12 18.

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

20 19.

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

24 20.

25 Nowhere in the enrollment process did GM disclose to consumers that GM would sell
26 their data to third parties who would then sell it to insurance companies. Further, GM's practices

1 contradicted its representations regarding its Insurance Discount Eligibility program, where GM
2 stated that it would only share *anonymous* driving data with insurance companies. In reality, GM
3 sold the identifiable driving data of *all* Smart Driver participants to Verisk and Lexis for the
4 purpose of repackaging and selling to insurance companies.

5 21.

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

13 **(GM FAILED TO DISCLOSE IT COLLECTED AND SOLD PRECISE**
14 **GEOLOCATION DATA OBTAINED FROM SOME ONSTAR ENABLED VEHICLES**
15 **TO THIRD PARTIES)**

16 22.

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

23 23.

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

1 24.

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

5 25.

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

9 26.

10 GM allowed Wejo, and later Jacobs, to license the data obtained by GM to other entities,
11 with GM’s approval, called “egress licensees.” Indeed, under the terms of the contracts with
12 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 27.

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

22 **(GM INCENTIVIZED GM-BRANDED DEALERSHIPS TO ENROLL**
23 **CONSUMERS IN ONSTAR AND SMART DRIVER)**

24 28.

25 To maximize the number of consumers enrolled, GM heavily incentivized GM-branded
26 dealerships to enroll consumers in OnStar and Smart Driver during the vehicle purchase process.

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

8 29.

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

14 **CAUSE OF ACTION**

15 **(COUNT I)**

16 **Violations of the Oregon Unlawful Trade Practices Act (ORS 646.605, *et seq.*)**

17 30.

18 Plaintiff realleges and incorporates Paragraphs 1 through 29 as if fully set forth herein.

19 31.

20 The Oregon Unlawful Trade Practices Act, ORS 646.605-656, prohibits any person or
21 entity from engaging in unlawful trade practices in the course of their business by:

22 (a) Publishing on a website related to the person's business, a statement or
23 representation of fact in which the person asserts that the person, in a particular manner or for
24 particular purposes, will use, disclose, collect, maintain, delete or dispose of information that the
25 person requests, requires or receives from a consumer and the person uses, discloses, collects,
26 maintains, deletes or disposes of the information in a manner that is materially inconsistent with

1 the person's statement or representation (ORS 646.607(12));

2 (b) representing that services have characteristics, benefits, or qualities that the
3 services do not have (ORS 646.608(1)(e)); and

4 (c) representing that services are of a particular standard, quality, or grade, if the
5 services are of another (ORS 646.608(1)(g)).

6 32.

7 Misrepresentations actionable under ORS 646.608(1) "may be any manifestation of any
8 assertion by words or conduct, including, but not limited to, a failure to disclose a fact" (ORS
9 646.608(2)).

10 33.

11 Through its actions and material omissions, described above, GM willfully engaged in
12 unlawful trade practices in violation of ORS 646.607(12) and ORS 646.608(1) as follows:

13 (a) Failing to disclose during online enrollment in OnStar and Smart Driver that the
14 Covered Driver Data it collected would be sold to third parties, including data brokers;

15 (b) Misleading consumers by telling them they would have to affirmatively opt in to
16 an insurance discount program when in fact GM sold consumer data to third parties for insurance
17 purposes for all Smart Driver accounts;

18 (c) Failing to disclose to consumers that enrollment in Smart Driver may affect
19 insurance rates;

20 (d) Failing to disclose to consumers that GM collected and sold precise geolocation
21 data to third parties and that those third parties further licensed that data to other third party
22 entities;

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26 ///

1 (e) Misrepresenting its data collection and sharing practices with consumers through
2 its enrollment process and GM applications;

3 (f) Failing to adequately train and supervise dealership personnel to ensure
4 consumers gave informed consent to enroll in OnStar and Smart Driver

5 **PRAYER FOR RELIEF**

6 **WHEREFORE**, Plaintiff respectfully request that this Court enter judgment against
7 Defendants, and enter an Order:

8 (a) Finding that Defendants violated ORS 646.607(12) by engaging in the unlawful
9 trade practices alleged herein;

10 (b) Finding that Defendants violated ORS 646.608(1)(e) by engaging in the unlawful
11 trade practices alleged herein;

12 (c) Finding that Defendants violated ORS 646.608(1)(g) by engaging in the unlawful
13 trade practices alleged herein;

14 (d) Enjoining Defendants from engaging in the unlawful trade practices alleged
15 herein;

16 (e) Requiring Defendants to pay a penalty of up to \$25,000 per violation of the
17 Unlawful Trade Practices Act, pursuant to ORS 646.642(3);

18 (f) Requiring Defendants to pay Plaintiff's attorney fees, costs and disbursements,
19 pursuant to ORS 646.632(8) and ORCP 68; and

20 (g) Grant such further relief as the Court determines in just and equitable.

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1 DATED this 28th day of October 2026.

2
3 Respectfully submitted,

4 DAN RAYFIELD
5 Attorney General

6 

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