Filed in District Court
State of Minnesota
10/29/2026 9:11 AM

STATE OF MINNESOTA

COUNTY OF RAMSEY

DISTRICT COURT

SECOND JUDICIAL DISTRICT

Case Type: Civil
(Consumer Protection)

STATE OF MINNESOTA, by its Attorney General, Keith Ellison,

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.

Court File No. _____

COMPLAINT

I. INTRODUCTION

1.1 Plaintiff, the State of Minnesota, by its Attorney General Keith Ellkson, 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 Minnesota Prevention of Consumer Fraud Act and the Uniform Deceptive Trade Practices Act.

II. JURISDICTION AND VENUE

2.1 At all relevant times, Defendants were engaged in trade and commerce affecting consumers in Minnesota insofar as Defendants manufactured, advertised, and distributed vehicles in Minnesota. Defendants were also in possession of the personal information and consumer driving data of Minnesota residents.

2.2 This Court has subject matter jurisdiction because the claims at issue arise under the statutes of the State of Minnesota, including Minn. Stat. § 8.01, 8.31, 325F.69, and 325D.44. The Court has personal jurisdiction over Defendants pursuant to Minn. Stat. § 543.19 because they

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conducted and continue to conduct substantial and systematic business activities in Minnesota and committed harmful acts in Minnesota, causing injury to the public in violation of Minnesota law.

2.3 Venue for this action properly lies in Ramsey County pursuant to Minn. Stat. § 542.09 because some of all of the acts, practices, and conduct of Defendants which give rise to this action occurred in Ramsey County.

III. PARTIES

3.1 Plaintiff, the Attorney General of the Minnesota, is authorized under Minnesota Statutes Chapter 8, including Minn. Stat. §§ 8.01 and 8.31, the Minnesota Prevention of Consumer Fraud Act (Minn. Stat. § 325F.69 and the Uniform Deceptive Trade Practices Act (Minn. Stat. § 325D.44), and common law authority, including *parens patriae* authority, to bring this action to enforce Minnesota's laws, vindicate the State's sovereign and quasi-sovereign interests, and remediate all harm arising out of and provide full relief for violations of Minnesota law, including restitution, disgorgement, civil penalties, and costs and attorneys'.

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.

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IV. FACTS

A. GM's OnStar and Smart Driver Services

4.1 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 Minnesota. GM offers 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.

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 safer 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 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.

4.4 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.

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4.5 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.

4.6 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."

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

4.7 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.

4.8 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

[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.

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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).

4.9 Upon acceptance of GM's Privacy Statement, consumers were presented with a second screen that requested the consumer to "one-click" enroll in the OnStar Smart Driver feature 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."

4.10 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."

4.11 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

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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.

4.12 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

4.13 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, starting from ignition on, to GM's storage systems. 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.

4.14 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.

4.15 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.

4.16 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.

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4.17 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.

4.18 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

4.19 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.

4.20 GM failed to implement policies and procedures to ensure that consumers reviewed or understood data sharing practices for OnStar or Smart Driver 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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V. FIRST CAUSE OF ACTION

Prevention of Consumer Fraud Act
Minn. Stat. § 325F.68-.70

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

5.2 The Minnesota Prevention of Consumer Fraud Act ("MCFA"), Minn. Stat. § 325F.69, subd. 1, provides:

> The "[t]he act, use, or employment by any person of any fraud, unfair or unconscionable practice, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is enjoinable as provided in section 325F.70.

5.3 Defendants are "persons" under the MCFA, which is defined to include domestic and foreign corporations, companies, business entities, and any "agent, employee, salesperson, partner, officer, director, member, stockholder, associate, trustee, or cestui que trust thereof." Minn. Stat. § 325F.68, subd. 3.

5.4 Defendants, through their communications to consumers within the State of Minnesota, have repeatedly violated and continue to violate the MCFA by engaging in the fraudulent and deceptive practices described herein. This conduct includes:

a. Failing to obtain affirmative informed consent from consumers during enrollment in OnStar and Smart Driver prior to collecting and selling data to third parties;

b. Deceiving consumers by telling them they would have to affirmatively 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;

c. Failing to disclose to consumers that enrollment in Smart Driver may result affect insurance rates;

d. Failing to disclose to consumers that GM collected and sold precise geolocation data to third parties that licensed that data to other entities;

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e. Misrepresenting its data collection and sharing practices with consumers through its enrollment process and GM applications;

f. Failing to adequately train and supervise dealership personnel to ensure consumers gave informed consent to enroll in OnStar and Smart Driver

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

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

5.7 Based upon the alleged conduct herein, each Defendant committed numerous, separate and independent violations of the MCFA through each and every unfair, deceptive, false, or misleading representation or omission of material information, to any person, including to the public and Minnesota consumers

VI. SECOND CAUSE OF ACTION
Uniform Deceptive Trade Practices
Minn. Stat. § 325D.43-.48

6.1 Plaintiff realleges and incorporates Paragraphs 1 through 5.6 as if fully set forth herein.

6.2 The Uniform Deceptive Trade Practices Act ("UDTPA"), Minn. Stat. §§ 325D.43-.48, provides that a "person … engages in a deceptive trade practice" in violation of the UDTPA when "in the course of business, vocation, or occupation," they do any of the following:

> "(5) represent[] that goods or services have … characteristics, ingredients, uses, [or] benefits … that they do not have,"
>
> "(9) advertise[] goods or services with intent not to sell them as advertised,"
>
> "(13) engage[] in (i) unfair methods of competition, or (ii) unfair or unconscionable acts or practices," or

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"(14) engage[] in any other conduct which similarly creates a likelihood of confusion or of misunderstanding."

Minn. Stat. §§ 325D.44, subds. 1(5), (9), (13), (14)

6.3 Defendants are "persons" within the meaning of § 325D.44, which includes corporate entities. See Minn. Stat. § 645.44, subd. 7 (defining "person" generally)

6.4 Defendants are subject to the UDTPA because they engage in a "course of business" by, among other things, advertising and selling their products in Minnesota pursuant to § 325D.44, subd. 1.

6.5 Defendants, through their representations, advertisements, and other communications directed at consumers within the State of Minnesota, have repeatedly and continuously violated the UDTPA, and they continue to do so, through the following deceptive practices:

a. Failing to obtain affirmative informed consent from consumers during enrollment in OnStar and Smart Driver prior to collecting and selling data to third parties;
b. Deceiving consumers by telling them they would have to affirmatively 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;
c. Failing to disclose to consumers that enrollment in Smart Driver may result affect insurance rates;
d. Failing to disclose to consumers that GM collected and sold precise geolocation data to third parties that licensed that data to other entities;
e. Misrepresenting its data collection and sharing practices with consumers through its enrollment process and GM applications;
f. Failing to adequately train and supervise dealership personnel to ensure consumers gave informed consent to enroll in OnStar and Smart Driver

6.6 Based upon the alleged conduct herein, each Defendant committed numerous, separate and independent violations of the UDTPA through each and every unfair, deceptive, false,

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or misleading representation, or omission of material information, to any person, including to the public

6.7 Each of the practices alleged herein provides individual and independent bases for injunctive and other relief.

VII. REQUEST FOR RELIEF

Wherefore, Plaintiff respectfully requests that the Court enter judgment against the Defendants, jointly and severally, for all the relief requested herein and to which the Plaintiff may otherwise be entitled, including, without limitation, as follows

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

7.2 That the Court adjudge and decree that the conduct complained of constitutes violations of the Minnesota Prevention of Consumer Fraud Act (Minn. Stat. § 325F.69, *et seq*.) and the Uniform Deceptive Trade Practices Act (Minn. Stat. § 325D.44, *et seq*.).

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

7.4 An award of the maximum amount of statutory civil penalties available under Minn. Stat. § 8.31 against each Defendant for each violation of Minnesota law and as necessary to effectively enforce applicable statutes and deter future violations.

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

7.6 An award of restitution, disgorgement, and/or any other consumer relief under the applicable statutes, common law *parens patriae* authority, § 8.31, as well as the general equitable powers of this Court and any other authority, for all persons injured by Defendants' violations as described herein.

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7.7 An award of the Attorney General's reasonable attorney's fees and litigation costs, as provided by Minn. Stat. § 8.31, subd. 3a.

7.8 An award of pre-judgment and post-judgment interest as provided by law, and that such interest be awarded at the highest legal rate from and after the date of service of this Complaint.

7.9 Such other further relief as the case may require and the Court may deem just and proper.

DATE: October 29, 2026

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