

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

<p>GREG MROSS, RYAN BABBITT, CARLA BUSH, MICHAEL CARR, ERIC JOHNSON, SUSAN JOHNSON, CHARLES OLIVER, CHRISSY OUELLETTE, ERIC AND LISA PRATT, ANTHONY RIVAS, MARTHA RUSHING, CHRIS SIMPSON, RHONDA STOKES, MATTHEW THACKER, ANTON AND CHERYL VIDLAK, GWEN WADKINS, DANA WEBB, AND JOHN WITT, individuals, on behalf of others similarly situated,</p> <p style="text-align:right">Plaintiff,</p> <p style="text-align:center">v.</p> <p>GENERAL MOTORS COMPANY, LLC,</p> <p style="text-align:right">Defendant.</p>	<p>Case No.</p> <p>CLASS ACTION COMPLAINT Jury Trial Demanded</p>
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CLASS ACTION COMPLAINT

Plaintiffs Ryan Babbitt, Carla Bush, Michael Carr, Eric Johnson, Susan Johnson, Greg Mross, Charles Oliver, Chrissy Ouellette, Eric Pratt and Lisa Pratt, Anthony Rivas, Martha Rushing, Chris Simpson, Rhonda Stokes, Matthew Thacker, Anton and Cheryl Vidlak, Gwen Wadkins, Dana Webb and John Witt (collectively, “Plaintiffs”), individually, and on behalf of the other members of the below-defined nationwide class and statewide sub-classes they respectively seek to represent (collectively the “Class,” unless otherwise identified herein), for their Consolidated Class Action Complaint (the “Consolidated Complaint”) allege against Defendant General Motors Company LLC (“GM” or “Defendant”), upon personal knowledge as to themselves and their own acts, and as to all other matters upon information and belief, based upon the investigation made by the undersigned attorneys, as follows:

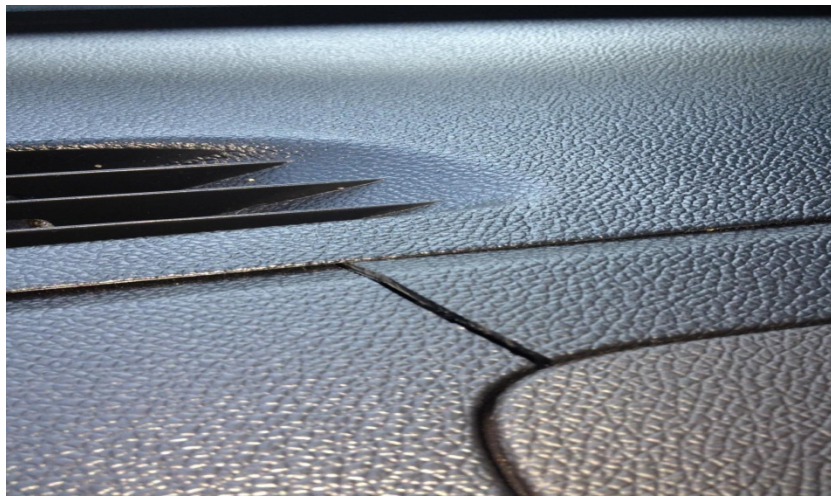
NATURE OF THE CASE

1. This consolidated class action is brought by Plaintiffs seeking damages and equitable relief on their own behalf and on behalf of all other current and former owners or lessees of GMT900 truck platform series vehicles¹ manufactured after July 2009 (which incorporate model years 2009-2014 of the Chevrolet Silverado series, GMC Sierra series, Chevrolet Tahoe series, GMC Yukon series, Cadillac Escalade series, Chevrolet Suburban series and Chevrolet Avalanche series) (collectively, the “GM Vehicles”). This Complaint does not assert, and is not intended to assert, wrongful death or personal injury claims, or any damages therefrom.

2. Unknown to Plaintiffs and the other Class members when they purchased or leased the GM Vehicles (and not until after manifestation of the defect), the dashboards of the GM Vehicles were systemically manufactured and designed in a manner that made them prone to crack. These are not the type of cosmetic blemishes that may plague a car left in the sun for many years. These cracks are deeper, more substantial, occur to vehicles stored in all manners and in all environments, occur during a shorter time horizon, and occur with a relatively uniform location and presentations. The dashboards were defective at the moment of manufacture, assembly, and sale and substantially certain to exhibit a large, discernible crack to the dashboard panel (“Cracked Dashboard” or the “Cracked Dashboard Problem”).

3. The Cracked Dashboard Problem at issue most commonly presents in two areas of the dashboard: at the steering column cowl and passenger airbag areas, as shown respectively in the following pictures:

¹ Defined to include Platforms GMT900, GMT910, GMT920, GMT930 and GMT940.



4. The cracking around the airbag is particularly troubling as it could interfere with the deployment of passenger airbag. The dash is more likely to splinter in unplanned and potentially dangerous directions during deployment. As a result of the Cracked Dashboard Problem, the dashboard portion is more susceptible to shattering, which creates the potential for bodily harm from shrapnel during impact. Thus, Plaintiffs and the other members of the Class, as well as the general public, were and are subject to substantial safety risks resulting from the Cracked Dashboard as the following photo demonstrates:



5. The recent problems involving the Takata airbags bespeaks of the need to approach the issue of dash particles being accelerated into a crash victim during airbag deployment with extreme caution.

6. GM has long known of the Cracked Dashboard Problem. It is a “known defect” among GM servicers and dealerships, though no recall has been implemented by GM, despite the safety risk. The problem was so widespread that, on information and belief, GM hired Delphi to test the dashboards to determine whether the cracking was being caused by consumer use of common automotive cleaning products such as ArmorAll. The testing concluded that such consumer use was not in fact the cause of the cracking. Nonetheless, GM kept selling vehicles containing dashboards with the same basic manufacture and design. Given that GM was aware of this defect while still engaged in the manufacture and sale of the GM Vehicles, GM had (and still has) a duty to disclose and remedy the inherent safety risk associated with the Cracked Dashboard Problem.

7. Plaintiffs, through investigation and retention of consulting experts, have been able to isolate a few potential causes of the problem. The cracking appears to occur along lines of darker colored dash material that appears to have been created during the manufacturing process. Plaintiffs are unable to determine whether the chemical composition of the dash meets the manufacturing specifications because those specifications are proprietary to GM. It is also possible that cooling of the dash mold made the dashes more prone to cracking, but again, Plaintiffs cannot know the way the dashes were molded and cooled without discovery. In short, GM is on notice of the defect and Plaintiffs have exhausted their ability to investigate causes absent discovery.

8. As more fully discussed below, GM concealed material information regarding the Cracked Dashboard Problem, which has allowed GM to continue to sell and/or lease the GM Vehicles to Class members and avoid the expense of the repair or redesign necessary to properly address the Cracked Dashboard Problem.

9. As a result of GM's continued concealment of the dashboard defect, Plaintiffs and the Class had no knowledge of the Cracked Dashboard Problem prior to purchasing their GM Vehicle(s). Additionally, GM has systematically refused to fully repair Cracked Dashboards, while actively concealing that a manufacturing defect exists in the GM Vehicles.

10. GM's uniform failure to disclose this defect constitutes both an actionable omission and an unfair, unlawful, fraudulent, and deceptive business practice in violation of the consumer protection statutes of several states, among other violations discussed below.

11. GM had the knowledge and capability to notify purchasers of the defect and to repair, at its own expense, those defective parts of the GM Vehicles. GM, however, chose to

conceal the defect and let purchasers and lessees suffer repair costs and reduction in value of their vehicles.

12. As a result of GM's practices, Plaintiffs and the other Class members have suffered injury in fact and have lost money or property, including economic damages. Moreover, GM has committed unfair and/or deceptive acts and practices under the laws of Arizona, Arkansas, California, Florida, Indiana, Nevada, Missouri, South Carolina, Texas, Virginia and Wisconsin; breached its common law warranty obligations in Arizona, Arkansas, California, Florida, Indiana, Nevada, Missouri, South Carolina, Texas, Virginia and Wisconsin; unjustly enriched itself at the expense of consumers in Arizona, Arkansas, California, Florida, Indiana, Nevada, Missouri, South Carolina, Texas, Virginia and Wisconsin; and violated the Magnuson-Moss Federal Warranty Act, 15 U.S.C. § 2301, *et seq.*

13. GM's actions in knowingly selling vehicles with defective dashboards while failing to inform its customers of the defect despite the potential presence of a safety risk is at odds with GM's extensive marketing campaign initiated as New GM emerged from the bankruptcy of Old GM. New GM claimed to have turned over a new leaf in the bankruptcy, repeatedly proclaiming to the world and U.S. consumers that it was a new and improved company committed to innovation, safety, and maintaining a strong brand. The 2010 Annual Report is replete with boasts about commitment to quality including statements such as "We truly are building a new GM, from the inside out. Our vision is clear: to design, build, and sell the world's best vehicles, and we have a new business model to bring that vision to life" (at 2) and "The company's progress is early evidence of a new business model that begins and ends with great vehicles." (at 3) The 2011 Annual Report went so far as state that "[e]very driver of a GM car, crossover or truck is a driver of our growth. We're putting our vision in motion by

putting our customers first – executing our strategy to attract and delight more of them every day.” (at 1) The 2012 Annual Report reinforced this “focus on the customer” and on “quality”, stating that “What is immutable is our focus on the customer, which requires us to go from “good” today to “great” in everything we do, including product design, initial quality, durability, and service after the sale.” (at 4) See also 2012 Annual Report at 10 (“Product quality and long-term durability are two other areas that demand our unrelenting attention, even though we are doing well on key measures”).

1. New GM acted contrary to the carefully crafted image it was selling to plaintiffs and members of the class. The subject dashboards were substandard, and New GM kept putting them vehicles knowing they were substandard, and even carried safety risks. Plaintiffs, therefore, bring this action individually and on behalf of a proposed nationwide class of similarly situated owners and lessees of GM Vehicles and on behalf of subclasses of similarly situated GM Vehicle owners and lessees in Arizona, Arkansas, California, Florida, Indiana, Missouri, South Carolina, Texas, Virginia and Wisconsin.

JURISDICTION AND VENUE

2. The Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d), because at least one class member is of diverse citizenship from one defendant, there are more than 100 class members nationwide, and the aggregate amount in controversy exceeds \$5,000,000.00, exclusive of costs and interest.

3. The Court has personal jurisdiction over GM because GM has purposefully availed itself of the privilege of conducting business activities in the State of Indiana by advertising and selling its manufactured vehicles (including the GM Vehicles at issue) within the State of Indiana. Additionally, GM has maintained systematic and continuous business contacts with the State of Indiana, and is registered to conduct business in this State.

4. Venue is proper in this District, pursuant to 28 U.S.C. § 1391, because a substantial part of the acts or omissions giving rise to the claims brought herein occurred or emanated within this District, and GM has caused harm to one or more Plaintiffs residing in this District.

PARTIES

A. Plaintiffs

Arizona

5. Plaintiffs Anton and Cheryl Vidlak are natural persons and citizens who purchased a GM Vehicle in Arizona and were damaged as a result.

6. Plaintiffs Anton and Cheryl Vidlak purchased a new 2011 Chevrolet Suburban LTZ on December 31, 2011 from Sands Chevrolet in Surprise, Arizona.

7. After the Cracked Dashboard Problem manifested, Anton and Cheryl Vidlak took their GM Vehicle to a GM dealership and were faced with out-of-pocket costs associated with redressing the issue.

Arkansas

8. Plaintiff Chris Simpson is a natural person and citizen who purchased a GM Vehicle in Arkansas and was damaged as a result.

9. Plaintiff Chris Simpson purchased a new 2011 Chevrolet Avalanche LTZ on March 9th, 2011 from Lucky's of Monticello in Monticello, Arkansas.

10. After the Cracked Dashboard Problem manifested, Chris Simpson took his GM Vehicle to a GM dealership and suffered out-of-pocket costs associated with redressing the issue.

California

11. Plaintiff Michael Carr is a natural person and citizen who purchased a GM Vehicle in California and was damaged as a result.

12. Plaintiff Michael Carr purchased a new 2010 GMC Sierra 1500 SLT on or about August 2010 from Cardinale GMC in Seaside, California.

13. After the Cracked Dashboard Problem manifested, Michael Carr took his GM Vehicle to a GM dealership and was faced with out-of-pocket costs associated with redressing the issue.

14. Plaintiffs Eric and Lisa Pratt are natural persons and citizens who purchased a GM Vehicle in California and were damaged as a result.

15. Plaintiffs Eric and Lisa Pratt purchased a 2011 GMC Yukon Denali Hybrid on or about July 2013 from Keller GMC in Hanford, California.

16. After the Cracked Dashboard Problem manifested, Eric and Lisa Pratt took their GM Vehicle to a GM dealership and were faced with out-of-pocket costs associated with redressing the issue.

17. Plaintiff Rhonda Stokes is a natural person and citizen who purchased a GM Vehicle in California and was damaged as a result.

18. Plaintiff Rhonda Stokes purchased a new 2011 Chevrolet Avalanche on June 18th, 2011 from Fairfield Chevrolet in Fairfield, California.

19. After the Cracked Dashboard Problem manifested, Rhonda Stokes took her GM Vehicle to a GM dealership and suffered out-of-pocket costs associated with redressing the issue.

Florida

20. Plaintiff Captain Eric Johnson is a natural person and citizen who purchased a GM Vehicle in Florida and was damaged as a result.

21. Plaintiff Johnson purchased a new 2010 Chevrolet Tahoe LTZ on May 11th, 2010 from Sandy Sansing Chevrolet in Pensacola, Florida.

22. After the Cracked Dashboard Problem manifested the first time, Eric Johnson took his GM Vehicle to a GM dealership and his cracked dashboard was replaced.

23. After the Cracked Dashboard Problem manifested itself for the second time, Eric Johnson took his GM Vehicle to a GM Dealership and suffered out-of-pocket costs associated with attempting to redress the issue.

24. When the Cracked Dashboard Problem manifested itself for the third time, Captain Johnson took his GM Vehicle to a GM Dealership and was faced with out-of-pocket costs associated with redressing the issue again.

25. Plaintiff John Witt is a natural person and citizen who purchased a GM Vehicle in Florida and was damaged as a result.

26. Plaintiff John Witt purchased a new 2010 Chevrolet Avalanche on August 8th, 2010 from Arcadia Chevrolet Buick in Arcadia, Florida.

27. After the Cracked Dashboard Problem manifested, John Witt took his GM Vehicle to a GM dealership and suffered out-of-pocket costs associated with redressing the issue.

Indiana

28. Plaintiff Ryan Babbitt is a natural person and citizen who purchased a GM Vehicle in Indiana and was damaged as a result.

29. Plaintiff Ryan Babbitt purchased a new 2010 Chevrolet Silverado on November 16th, 2009 from Dugan Chevrolet (Now Champion Chevrolet) in Avon, Indiana.

30. After the Cracked Dashboard Problem manifested, Ryan Babbitt took his GM Vehicle to a GM dealership and was faced with out-of-pocket costs associated with redressing the issue.

Nevada

31. Plaintiff Susan Johnson is a natural person and citizen who purchased a GM Vehicle in Nevada and was damaged as a result.

32. Plaintiff Susan Johnson purchased a new 2011 Chevrolet Suburban on December 13, 2011 from Henderson Chevrolet in Henderson, Nevada.

33. After the Cracked Dashboard Problem manifested, Susan Johnson took her GM Vehicle to a GM dealership and was faced with out-of-pocket costs associated with redressing the issue.

Missouri

34. Plaintiff Gwen Wadkins is a natural person and citizen who purchased a GM Vehicle in Missouri and was damaged as a result.

35. Plaintiff Gwen Wadkins purchased a new 2009 Chevrolet Tahoe LTZ on or about July 2010 from Molle Chevrolet in Blue Springs, Missouri.

36. After the Cracked Dashboard Problem manifested, Gwen Wadkins took her GM Vehicle to a GM dealership and suffered out-of-pocket costs associated with redressing the issue.

Texas

37. Plaintiff Carla Bush is a natural person and citizen who purchased a GM Vehicle in Texas and was damaged as a result.

38. Plaintiff Carla Bush purchased a new 2011 Chevrolet Silverado on or about February 2011 from Don Hewlett Chevrolet Buick in Georgetown, Texas.

39. After the Cracked Dashboard Problem manifested, Carla Bush took her GM Vehicle to a GM dealership and suffered out-of-pocket costs associated with redressing the issue.

40. Plaintiff Martha Rushing is a natural person and citizen who purchased a GM Vehicle in Texas and was damaged as a result.

41. Plaintiff Martha Rushing purchased a new 2012 GMC Yukon on July 20th, 2012 from DeMontrond GMC Buick in Houston, Texas.

42. After the Cracked Dashboard Problem manifested, Martha Rushing took her GM Vehicle to a GM dealership and suffered out-of-pocket costs associated with redressing the issue.

43. Plaintiff Dana Webb is a natural person and citizen who purchased a GM Vehicle in Texas and was damaged as a result.

44. Plaintiff Dana Webb purchased a new 2011 GMC Sierra on May 10th, 2011 from Carlisle Chevy Buick GMC in Waxahachie, Texas.

45. After the Cracked Dashboard Problem manifested, Dana Webb took her GM Vehicle to a GM dealership and was faced with out-of-pocket costs associated with redressing the issue.

South Carolina

46. Plaintiff Charles Oliver is a natural person and citizen who purchased a GM Vehicle in South Carolina and was damaged as a result.

47. Plaintiff Charles Oliver purchased a new 2012 GMC Sierra Denali on or about May 2012 from Bell & Bell Buick GMC Trucks in Little River, South Carolina.

48. After the Cracked Dashboard Problem manifested, Charles Oliver took his GM Vehicle to a GM dealership and suffered out-of-pocket costs associated with redressing the issue.

49. Plaintiff Chrissy Ouellette is a natural person and citizen who purchased a GM Vehicle in South Carolina and was damaged as a result.

50. Plaintiff Chrissy Ouellette purchased a 2010 GMC Yukon Denali XL on February 2nd, 2012 from Bradshaw Automotive Group in Greer, South Carolina.

51. After the Cracked Dashboard Problem manifested, Chrissy Ouellette took her GM Vehicle to a GM dealership and was faced with out-of-pocket costs associated with redressing the issue.

Virginia

52. Plaintiff Anthony Rivas is a natural person and citizen who purchased a GM Vehicle in Virginia and was damaged as a result.

53. Plaintiff Anthony Rivas purchased a new 2010 Yukon Denali on or about October 2010 from Joyce Koons Buick GMC in Manassas, Virginia.

54. After the Cracked Dashboard Problem manifested, Antony Rivas took his GM Vehicle to a GM dealership and was faced with out-of-pocket costs associated with redressing the issue.

Wisconsin

55. Plaintiff Greg Mross is a natural person and citizen who purchased a GM Vehicle in Wisconsin and was damaged as a result.

56. Plaintiff Greg Mross purchased a 2010 Chevrolet Tahoe LT on April 27, 2013 from Palmen Motors in Kenosha, Wisconsin.

57. After the Cracked Dashboard Problem manifested, Greg Mross took his GM Vehicle to a GM dealership and suffered out-of-pocket costs associated with redressing the issue.

B. Defendant

58. Defendant General Motors LLC (“New GM”) is a Delaware limited liability company with its principal place of business located at 300 Renaissance Center, Detroit, Michigan, and is a citizen of the States of Delaware and Michigan. The sole member and owner of General Motors LLC is General Motors Holding LLC. General Motors Holdings LLC is a Delaware limited liability company with its principal place of business in the State of Michigan.

The sole member and owner of General Motors Holdings LLC is General Motors Company, which is a Delaware Corporation with its principal place of business in the State of Michigan, and is a citizen of the States of Delaware and Michigan. GM was re-incorporated in 2009 and, effective 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.

TOLLING OF THE STATUTE OF LIMITATIONS

A. Discovery Rule Tolling

59. Plaintiffs could not have discovered through the exercise of reasonable diligence that their GM Vehicles' dashboards suffered from a systemic manufacturing defective within the time period of any applicable statutes of limitation.

60. Among other things, Plaintiffs did not know and could not have known that the dashboards regularly crack in other similar vehicles and/or that GM was aware of the widespread and common Cracked Dashboard Problem.

B. Fraudulent Concealment Tolling

61. Throughout the time period relevant to this action, GM affirmatively concealed from Plaintiffs and the other Class members the defect described herein. Indeed, GM 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, even upon reasonable exercise of diligence, that the Cracked Dashboard Problem was caused by a systemic manufacturing defect.

62. Specifically, and as discussed in greater detail below, GM was aware of the Cracked Dashboard Problem. Despite its knowledge of the defect, GM continued to

manufacture, advertise, sell, lease, and purportedly warrant the GM Vehicles without disclosing that the Cracked Dashboard Problem was caused by a systemic manufacturing defect.

63. GM has repeatedly and actively concealed the existence of the Cracked Dashboard Problem from Plaintiffs and the other class members. When Plaintiffs and the other class members attempted to have GM repair or reimburse them for repairs to their Cracked Dashboards, GM concealed from Plaintiffs and the other Class members that it was responsible for the damage or that GM had knowledge of the underlying problem.

64. Thus, the running of all applicable statutes of limitation have been suspended with respect to any claims which Plaintiffs and the other Class members have sustained as a result of the Cracked Dashboard Problem by virtue of the fraudulent concealment doctrine.

C. Estoppel

65. GM was under a continuous duty to disclose to Plaintiffs and the other Class members the true character, quality, and nature of its vehicle dashboards.

66. GM knowingly, affirmatively, and actively concealed the true nature, quality and character of its vehicle dashboards from consumers.

67. Based on the foregoing, GM is estopped from relying on any statutes of limitations in defense of this action.

COMMON FACTUAL ALLEGATIONS

A. The GM Vehicles

68. All the GM Vehicles at issue (*i.e.*, GMT900 truck platform series vehicles (which incorporate model years 2010-2014 of the Chevrolet Silverado series, GMC Sierra series, Chevrolet Tahoe series, GMC Yukon series, Cadillac Escalade series, Chevrolet Suburban series and Chevrolet Avalanche series)) share the same model chassis, have materially identical

dashboards, and suffer from the same Cracked Dashboard Problem resulting from a systemic manufacturing defect.

69. GM marketed, distributed, and purportedly warranted the GM Vehicles in the United States in a uniform manner.

B. The Cracked Dashboard Problem

70. Each GM Vehicle manufactured by GM contains an inherent, systemic defect, the Cracked Dashboard Problem, which causes the dashboard panel to crack in common, pivotal locations.

71. At some point during the life of the GM Vehicles, these stresses will cause a large discernible crack to the dashboard panel, immediately devaluing the GM Vehicle and creating the safety hazards described above.

72. The cost of repairing a cracked dashboard in the GM Vehicles, including parts and labor, can range from \$100 to \$2000 out of pocket for Plaintiffs and class members.

C. GM Knew of the Cracked Dashboard Problem

73. GM was aware of the Cracked Dashboard Problem in the GM Vehicles after the GM Vehicles were manufactured. GM has received notice via numerous and myriad complaints about the Cracked Dashboard Problem, but to date has failed to recall the GM Vehicles or otherwise address the defect in any meaningful way.

74. GM knew that the Cracked Dashboard Problem was caused by a systemic manufacturing defect because, among other reasons, the Cracked Dashboard Problem began occurring: (a) in an identical position on the defective part; (b) with nearly identical resulting damage to the defective part; (c) across all GM Vehicles; and (e) to thousands, if not tens of thousands, of GM Vehicles throughout the United States.

75. GM received notice of the Cracked Dashboard Problem from Plaintiffs and class members. When Plaintiffs and class members bring their GM Vehicles to GM authorized dealers and service shops to repair the Cracked Dashboard Problem, GM's policy is to retain the defective dashboards after they are removed. Thus, GM was apprised of the prevalent Cracked Dashboard Problem in its GM Vehicles and maintains exclusive control and authority over the defective dashboards.

CLASS ACTION ALLEGATIONS

Plaintiffs bring this action pursuant to Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of themselves and all others similarly situated. Plaintiffs seek to represent a Class under the laws of the State of Michigan (the "Nationwide Class" or "Class") initially defined as: All current and former owners or lessees of a GMT900 truck platform series vehicle manufactured after July 11, 2009 (which incorporate model years 2009-2014 of the Chevrolet Silverado series, GMC Sierra series, Chevrolet Tahoe series, GMC Yukon series, Cadillac Escalade series, Chevrolet Suburban series and Chevrolet Avalanche series), in the United States. Excluded from the Nationwide Class are New GM, its employees, coconspirators, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliates of New GM, New GM Dealers; 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.

76. Additionally, Plaintiffs seek to represent the following sub-classes (collectively, the "State Sub-Classes") initially defined as follows:

a. All current and former owners or lessees of a GMT900 truck platform series vehicle manufactured after July 2009 (which incorporate model years 2009-2014 of the Chevrolet Silverado series, GMC Sierra series, Chevrolet Tahoe series, GMC Yukon series, Cadillac Escalade series, Chevrolet Suburban series and Chevrolet Avalanche series), residing in the State of Arizona and/or who purchased or leased said vehicle in Arizona (“the Arizona Sub-Class”)

b. All current and former owners or lessees of a GMT900 truck platform series vehicle manufactured after July 2009 (which incorporate model years 2009-2014 of the Chevrolet Silverado series, GMC Sierra series, Chevrolet Tahoe series, GMC Yukon series, Cadillac Escalade series, Chevrolet Suburban series and Chevrolet Avalanche series), residing in the State of Arkansas and/or who purchased or leased said vehicle in Arkansas (“the Arkansas Sub-Class”)

c. All current and former owners or lessees of a GMT900 truck platform series vehicle manufactured after July 2009 (which incorporate model years 2009-2014 of the Chevrolet Silverado series, GMC Sierra series, Chevrolet Tahoe series, GMC Yukon series, Cadillac Escalade series, Chevrolet Suburban series and Chevrolet Avalanche series), residing in the State of California and/or who purchased or leased said vehicle in California (“the California Sub-Class”).

d. All current and former owners or lessees of a GMT900 truck platform series vehicle manufactured after July 2009 (which incorporate model years 2009-2014 of the Chevrolet Silverado series, GMC Sierra series, Chevrolet Tahoe series, GMC Yukon series, Cadillac Escalade series, Chevrolet Suburban series and Chevrolet Avalanche series), residing in

the State of Florida and/or who purchased or leased said vehicle in Florida (“the Florida Sub-Class”)

e. All current and former owners or lessees of a GMT900 truck platform series vehicle manufactured after July 2009 (which incorporate model years 2009-2014 of the Chevrolet Silverado series, GMC Sierra series, Chevrolet Tahoe series, GMC Yukon series, Cadillac Escalade series, Chevrolet Suburban series and Chevrolet Avalanche series), residing in the State of Indiana and/or who purchased or leased said vehicle in Indiana (“the Indiana Sub-Class”)

f. All current and former owners or lessees of a GMT900 truck platform series vehicle manufactured after July 2009 (which incorporate model years 2009-2014 of the Chevrolet Silverado series, GMC Sierra series, Chevrolet Tahoe series, GMC Yukon series, Cadillac Escalade series, Chevrolet Suburban series and Chevrolet Avalanche series), residing in the State of Nevada and/or who purchased or leased said vehicle in Nevada (“the Nevada Sub-Class”)

g. All current and former owners or lessees of a GMT900 truck platform series vehicle manufactured after July 2009 (which incorporate model years 2009-2014 of the Chevrolet Silverado series, GMC Sierra series, Chevrolet Tahoe series, GMC Yukon series, Cadillac Escalade series, Chevrolet Suburban series and Chevrolet Avalanche series), residing in the State of Missouri and/or who purchased or leased said vehicle in Missouri (“the Missouri Sub-Class”)

h. All current and former owners or lessees of a GMT900 truck platform series vehicle manufactured after July 2009 (which incorporate model years 2009-2014 of the Chevrolet Silverado series, GMC Sierra series, Chevrolet Tahoe series, GMC Yukon series,

Cadillac Escalade series, Chevrolet Suburban series and Chevrolet Avalanche series), residing in the State of Texas and/or who purchased or leased said vehicle in Texas (“the Texas Sub-Class”)

i. All current and former owners or lessees of a GMT900 truck platform series vehicle manufactured after July 2009 (which incorporate model years 2009-2014 of the Chevrolet Silverado series, GMC Sierra series, Chevrolet Tahoe series, GMC Yukon series, Cadillac Escalade series, Chevrolet Suburban series and Chevrolet Avalanche series), residing in the State of South Carolina and/or who purchased or leased said vehicle in South Carolina (“the South Carolina Sub-Class”)

j. All current and former owners or lessees of a GMT900 truck platform series vehicle manufactured after July 2009 (which incorporate model years 2009-2014 of the Chevrolet Silverado series, GMC Sierra series, Chevrolet Tahoe series, GMC Yukon series, Cadillac Escalade series, Chevrolet Suburban series and Chevrolet Avalanche series), residing in the State of Virginia and/or who purchased or leased said vehicle in Virginia (“the Virginia Sub-Class”)

k. All current and former owners or lessees of a GMT900 truck platform series vehicle manufactured after July 2009 (which incorporate model years 2009-2014 of the Chevrolet Silverado series, GMC Sierra series, Chevrolet Tahoe series, GMC Yukon series, Cadillac Escalade series, Chevrolet Suburban series and Chevrolet Avalanche series), residing in the State of Wisconsin and/or who purchased or leased said vehicle in Wisconsin (“the Wisconsin Sub-Class”)

77. Excluded from the Class and each of the State Sub-Classes are Defendant General Motor Company LLC and any of its affiliates, parents, subsidiaries, officers, directors,

employees, successors, or assigns; any Judge to whom this case is assigned as well as his or her immediate family and staff; and anyone who purchased a GM Vehicle for the purpose of resale.

78. This action has been brought and may properly be maintained on behalf of the Class and the State Sub-Classes proposed herein under the criteria of Federal Rule of Civil Procedure Rule 23.

79. Numerosity. Members of the Nationwide Class and State Sub-Classes are so numerous that their individual joinder herein is impracticable. Upon information and belief, GM has sold or leased millions of GM Vehicles in the United States. Although the exact number of Class members and their addresses are unknown to Plaintiffs, they are readily ascertainable from GM's records. Class members may be notified of the pendency of this action by mail and/or electronic mail, supplemented (if deemed necessary or appropriate by the Court) by published notice.

80. Existence and predominance of common questions. Common questions of law and fact exist as to Plaintiffs and all other members of the Nationwide Class and State Sub-Classes and predominate over questions affecting only individual Class members. These common questions include:

- a. Whether GM provided Plaintiffs and the other Class and State Sub-Class members with a vehicle installed with a defective dashboard;
- b. Whether Plaintiffs and Class members' vehicles have a lower market value as a result of the defective dashboards manufactured and/or installed on their vehicles;
- c. Whether GM knew or should have known that the dashboards were destined to crack;

- d. Whether the defective nature of the dashboards or the costly repairs necessary for cracked dashboards constitute material facts;
- e. Whether GM has a duty to disclose the defective nature of the dashboards to Plaintiffs and Class and State Sub-Class members;
- f. Whether the dashboard defect leads to damage to other component parts;
- g. Whether GM has engaged in unlawful, unfair, or fraudulent business practices;
- h. Whether Plaintiffs and the other Class and State Sub-Class members are entitled to equitable relief, including but not limited to restitution or injunctive relief; and
- i. Whether Plaintiff and the other Class and State Sub-Class members are entitled to damages and other monetary relief and, if so, in what amount.

81. Typicality. Plaintiffs' claims are typical of the claims of the Nationwide Class and State Sub-Classes because, among other things, Plaintiffs purchased or leased a GM Vehicle with the same defective dashboard found in other GM Vehicles.

82. Adequacy. Plaintiffs are adequate representatives of the Nationwide Class and State Sub-Classes because their interests do not conflict with the interests of the members of the Class and State Sub-Classes they respectively seek to represent. Plaintiffs have retained counsel competent and experienced in complex class action litigation, and Plaintiffs intend to prosecute this action vigorously. The interests of members of the Class and State Sub-Classes will be fairly and adequately protected by Plaintiffs and their counsel.

83. Superiority. The class action is superior to other available means for the fair and efficient adjudication of the claims of Plaintiffs. While substantial, the damages suffered by each individual Class and State Sub-Class member do not justify the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendant's conduct.

Further, it would be virtually impossible for the members of the Nationwide Class and State Sub-Classes to individually and effectively redress the wrongs done to them. Even if the members of the Nationwide Class and State Sub-Classes themselves could afford such individual litigation, the court system could not. Individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized litigation increases the delay and expense to all parties and the court system presented by the complex legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

84. In the alternative, the Nationwide Class and State Sub-Classes may be certified because:

a. The prosecution of separate actions by the individual members of the Nationwide Class and State Sub-Classes would create a risk of inconsistent or varying adjudication with respect to individual Class members which would establish incompatible standards of conduct for GM;

b. The prosecution of separate actions by individual Class members would create a risk of adjudications with respect to them which 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

c. GM has acted or refused to act on grounds generally applicable to the Nationwide Class and State Sub-Classes, thereby making appropriate final and injunctive relief with respect to the members of the Nationwide Class and State Sub-Classes as a whole.

CLAIMS ALLEGED

COUNT I FRAUD BY CONCEALMENT (Brought on behalf the “Nationwide Class”)

85. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

86. GM concealed and suppressed material facts concerning the quality of its GM Vehicles and the GM brand.

87. GM concealed and suppressed material facts concerning the culture of GM—a culture characterized by an emphasis on cost-cutting, the studious avoidance of safety issues, and a shoddy design process.

88. GM concealed and suppressed material facts concerning Cracked Dashboard Problem plaguing GM Vehicles, and that it valued cost-cutting and took steps to ensure that its employees did not reveal known defects to regulators or consumers.

89. GM did so in order to boost confidence in its vehicles and falsely assure purchasers and lessors of its vehicles that GM was a reputable manufacturer that stands behind its vehicles after they are sold and that its vehicles are of sound quality. The false representations were material to consumers, because they concerned the quality of the GM Vehicles and because they played a significant role in the value of the GM vehicles.

90. GM had a duty to disclose the Cracked Dashboard Problem in GM Vehicles because it was known and/or accessible only to GM who had superior knowledge and access to the facts, and GM knew the facts were not known to or reasonably discoverable by Plaintiffs and the Nationwide Class. These omitted and concealed facts were material because they directly impact the value of the GM Vehicles purchased or leased by Plaintiffs and the Nationwide Class.

Whether a manufacturer's products are of sound quality, and whether that manufacturer stands behind its products, are material concerns to a consumer.

91. GM actively concealed and/or suppressed these material facts, in whole or in part, to protect its profits and avoid recalls that would hurt the brand's image and cost GM money, and it did so at the expense of Plaintiffs and the Nationwide Class.

92. On information and belief, GM has still not made full and adequate disclosure and continues to defraud Plaintiffs and the Nationwide Class and conceal material information regarding the Cracked Dashboard Problem that exist in GM Vehicles.

93. Plaintiffs and the Nationwide 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. Plaintiffs' and the Nationwide Class's actions were justified. GM was in exclusive control of the material facts and such facts were not known to the public, Plaintiffs, or the Nationwide Class.

94. As a result of GM's concealment of, and failure to timely disclose, the Cracked Dashboard Problem in millions of GM Vehicles and the quality issues engendered by GM's corporate policies, Plaintiffs and the Nationwide Class sustained monetary damage due to out-of-pocket payments expended to remedy the defect and because they own vehicles that diminished in value. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's fraudulent concealment.

95. Accordingly, GM is liable to the Nationwide Class for their damages in an amount to be proven at trial.

96. GM's acts were done deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the Arizona Class's rights to enrich GM. GM'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.

COUNT II
UNJUST ENRICHMENT
(Brought on behalf of the "Nationwide Class")

97. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

98. This claim for unjust enrichment is brought on behalf of the Nationwide class under Indiana law. If Indiana law does not apply, it is brought in the alternative under the laws of the states where Plaintiffs and Class members reside.

99. GM has received and retained a benefit from the Plaintiffs and inequity has resulted.

100. GM was benefitted from selling defective cars for more than they were worth, at a profit, and Plaintiffs have overpaid for the cars and been forced to pay other costs.

101. It is inequitable for GM to retain these benefits.

102. As a result of GM's conduct, the amount of its unjust enrichment should be disgorged, in an amount according to proof.

COUNT III
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT
15 U.S.C. § 2301, et seq.
(Brought on behalf of the "Nationwide Class")

103. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

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

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

106. Plaintiffs are “consumers” within the meaning of the Magnuson-Moss Warranty Act, 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 warranties.

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

108. 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 an implied warranty.

109. GM provided Plaintiffs and the other Class members with an implied warranty of merchantability in connection with the purchase or lease of their vehicles that is an “implied warranty” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(7). As a part of the implied warranty of merchantability, GM warranted that the GM Vehicles were fit for their ordinary purpose as safe passenger motor vehicles, would pass without objection in the trade as designed, manufactured, and marketed, and were adequately contained, packaged, and labeled.

110. GM breached its implied warranties, as described in more detail above, and is therefore liable to Plaintiffs and the Class pursuant to 15 U.S.C. § 2310(d)(1). Without limitation, the GM Vehicles share common design defects in that they are equipped with defective dashboard panels that are susceptible to cracking and shattering around the steering column and passenger air bag, resulting in severe quality and safety issues. Through its practice

to partially cover replacement costs, GM has tacitly admitted that the GM Vehicles suffer from a Cracked Dashboard Problem of its own making, but GM's refusal to fully cover replacement costs and acknowledge the defect in order to inform current and future purchasers of GM Vehicles is woefully insufficient.

111. In its capacity as a warrantor, GM had knowledge of the inherent defect in the GM Vehicles. Any effort by GM to limit the implied warranties in a manner that would exclude coverage of the GM Vehicles is unconscionable, and any such effort to disclaim, or otherwise limit, liability for the GM Vehicles is null and void.

112. Any limitations GM might seek to impose on its warranties are procedurally unconscionable. There was unequal bargaining power between GM and Plaintiffs and the other Class members, as, at the time of purchase and lease, Plaintiffs and the other Class members had no other options for purchasing warranty coverage other than directly from GM.

113. Any limitations GM might seek to impose on its warranties are substantively unconscionable. GM knew that the GM Vehicles were defective and would continue to pose safety risks and quality concerns after the warranties purportedly expired. GM failed to disclose these defects to Plaintiffs and the other Class members. Thus, GM's enforcement of the durational limitations on those warranties is harsh and shocks the conscience.

114. 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 Plaintiffs 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 GM

Vehicles and have no rights under the warranty agreements provided with the GM Vehicles; the warranty agreements were designed for and intended to benefit consumers. Finally, privity is also not required because the GM Vehicles are dangerous instrumentalities due to the aforementioned defects and nonconformities.

115. 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.

116. Plaintiffs and the other Class members would suffer economic hardship if they returned their GM 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 reaccepted their GM Vehicles by retaining them.

117. 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. Plaintiffs, individually and on behalf of the other Class members, seek all damages permitted by law, including diminution in value of their vehicles, in an amount to be proven at trial. In addition, pursuant to 15 U.S.C. § 2310(d)(2), Plaintiffs and the other 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 reasonably been incurred by Plaintiffs and the other Class members in connection with the commencement and prosecution of this action.

118. Plaintiffs seek the establishment of the GM-funded program for Plaintiffs and Class members to recover out of pocket costs incurred in attempting to rectify the Cracked Dashboard Problem in their vehicles.

COUNT IV
VIOLATIONS OF THE CONSUMER FRAUD ACT
(ARIZONA REV. STAT. § 44-1521, *et seq.*)
(Brought on behalf the “Arizona Class”)

119. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

120. GM, Plaintiffs, and the Arizona Class are “persons” within the meaning of the Arizona Consumer Fraud Act (“Arizona CFA”), ARIZ. REV. STAT. § 44-1521(6).

121. The Affected Vehicles are “merchandise” within the meaning of ARIZ. REV. STAT. § 44-1521(5).

122. The Arizona CFA provides that “[t]he act, use or employment by any person of any deception, deceptive act or practice, fraud, . . . misrepresentation, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale . . . of any merchandise whether or not any person has in fact been misled, deceived or damaged thereby, is declared to be an unlawful practice.” ARIZ. REV. STAT. § 44-1522(A).

123. In the course of its business, GM concealed the Cracked Dashboard Problem in GM Vehicles as described herein and otherwise engaged in activities with a tendency or capacity to deceive. GM also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the GM Vehicles.

124. From the date of its re-incorporation on July 10, 2009, GM knew or should have known of the Cracked Dashboard Problem inherent of GM Vehicles, both because of the knowledge of personnel who remained at GM and continuous reports, investigations, and notifications from regulatory authorities.

125. GM was also aware that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured and the failure to disclose and remedy the Cracked Dashboard Problem in all GM Vehicles. GM concealed this information as well.

126. By failing to disclose and by actively concealing the Cracked Dashboard Problem in GM Vehicles, by marketing its vehicles as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that valued quality and stood behind its vehicles after they were sold, GM engaged in deceptive business practices in violation of the Arizona CFA.

127. GM's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the quality of the GM Vehicles and GM brand, and the true value of the GM Vehicles.

128. GM intentionally and knowingly misrepresented material facts regarding the Affected Vehicles with an intent to mislead Plaintiffs and the Arizona Class.

129. GM knew or should have known that its conduct violated the Arizona CFA.

130. GM owed Plaintiffs a duty to disclose the defective condition of the GM Vehicles because GM:

a. Possessed exclusive knowledge that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured;

b. Intentionally concealed the foregoing from Plaintiffs;

131. GM's concealment of the Cracked Dashboard Problem in GM Vehicles was material to Plaintiffs and the Arizona Class. A vehicle made by a reputable manufacturer of quality vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of inferior vehicles that conceals defects rather than promptly remedies them.

132. Plaintiffs and the Arizona Class suffered ascertainable loss caused by GM's misrepresentations and its failure to disclose material information. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's misconduct.

133. GM's violations present a continuing disservice to Plaintiffs as well as to the general public. GM's unlawful acts and practices complained of herein affect the public interest.

134. The repairs instituted by GM have not been adequate.

135. As a direct and proximate result of GM's violations of the Arizona CFA,

136. Plaintiffs and the Arizona Class have suffered injury-in-fact and/or actual damage.

137. Plaintiffs and the Arizona Class seek monetary relief, punitive damages and attorneys' fees against GM in an amount to be determined at trial.

138. Plaintiffs also seek an order enjoining GM's unfair, unlawful, and/or deceptive practices and any other just and proper relief available under the Arizona CFA.

COUNT V
VIOLATIONS OF THE DECEPTIVE TRADE PRACTICE ACT
(ARK. CODE ANN. § 4-88-101, *et seq.*)
(On Behalf of the Arkansas Class)

139. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

140. GM, Plaintiffs, and the Arkansas Class are “persons” within the meaning of Arkansas Deceptive Trade Practices Act (“Arkansas DTPA”), ARK. CODE ANN. § 4-88-102(5).

141. The Affected Vehicles are “goods” within the meaning of ARK. CODE ANN. § 4-88-102(4).

142. The Arkansas DTPA prohibits “[d]eceptive and unconscionable trade practices,” which include, but are not limited to, a list of enumerated items, including “[e]ngaging in any other unconscionable, false, or deceptive act or practice in business, commerce, or trade[.]” ARK. CODE ANN. § 4-88-107(a)(10). The Arkansas DTPA also prohibits the following when utilized in connection with the sale or advertisement of any goods: “(1) The act, use, or employment by any person of any deception, fraud, or false pretense; or (2) The concealment, suppression, or omission of any material fact with intent that others rely upon the concealment, suppression, or omission.” ARK. CODE ANN. § 4-88-108.

143. In the course of its business, GM concealed the Cracked Dashboard Problem in GM Vehicles as described herein and otherwise engaged in activities with a tendency or capacity to deceive. GM also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material

fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the GM Vehicles.

144. From the date of its re-incorporation on July 10, 2009, GM knew or should have known of the Cracked Dashboard Problem inherent of GM Vehicles, both because of the knowledge of personnel retained at GM, GM service centers and authorized GM dealerships, and continuous reports, investigations, and notifications from regulatory authorities.

145. GM was also aware that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured and the failure to disclose and remedy the Cracked Dashboard Problem in all GM Vehicles. GM concealed this information as well.

146. By failing to disclose and by actively concealing the Cracked Dashboard Problem in GM Vehicles, by marketing its vehicles as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that valued quality and stood behind its vehicles after they were sold, GM engaged in deceptive business practices in violation of the Arkansas CFA.

147. GM's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the quality of the GM Vehicles and GM brand, and the true value of the GM Vehicles.

148. GM intentionally and knowingly misrepresented material facts regarding the Affected Vehicles with an intent to mislead Plaintiffs and the Arkansas Class.

149. GM knew or should have known that its conduct violated the Arkansas CFA.

150. GM owed Plaintiffs a duty to disclose the defective condition of the GM Vehicles because GM:

a. Possessed exclusive knowledge that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured;

b. Intentionally concealed the foregoing from Plaintiffs;

151. GM's concealment of the Cracked Dashboard Problem in GM Vehicles was material to Plaintiffs and the Arkansas Class. A vehicle made by a reputable manufacturer of quality vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of inferior vehicles that conceals defects rather than promptly remedies them.

152. Plaintiffs and the Arkansas Class suffered ascertainable loss caused by GM's misrepresentations and its failure to disclose material information. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's misconduct.

153. GM's violations present a continuing disservice to Plaintiffs as well as to the general public. GM's unlawful acts and practices complained of herein affect the public interest.

154. The repairs instituted by GM have not been adequate.

155. As a direct and proximate result of GM's violations of the Arkansas CFA,

156. Plaintiffs and the Arkansas Class have suffered injury-in-fact and/or actual damage.

157. Plaintiffs and the Arkansas Class seek monetary relief, punitive damages and attorneys' fees against GM in an amount to be determined at trial.

158. Plaintiffs also seek an order enjoining GM's unfair, unlawful, and/or deceptive practices and any other just and proper relief available under the Arkansas CFA.

COUNT VI
VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT
(CAL. CIV. CODE § 1750, *et seq.*)
(Brought on behalf of the "California Class")

159. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth

160. GM is a "person" under CAL. CIV. CODE § 1761(c).

161. Plaintiffs and the California Class are "consumers," as defined by CAL. CIVIL CODE § 1761(d), who purchased or leased one or more Affected Vehicles. 1088. The California Legal Remedies Act ("CLRA") prohibits "unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer[.]" CAL. CIV. CODE § 1770(a).

162. In the course of its business, GM concealed the Cracked Dashboard Problem in GM Vehicles as described herein and otherwise engaged in activities with a tendency or capacity to deceive. GM also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the GM Vehicles.

163. From the date of its re-incorporation on July 10, 2009, GM knew or should have known of the Cracked Dashboard Problem inherent of GM Vehicles, both because of the

knowledge of personnel retained at GM, GM service centers and authorized GM dealerships, and continuous reports, investigations, and notifications from regulatory authorities.

164. GM was also aware that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured and the failure to disclose and remedy the Cracked Dashboard Problem in all GM Vehicles. GM concealed this information as well.

165. By failing to disclose and by actively concealing the Cracked Dashboard Problem in GM Vehicles, by marketing its vehicles as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that valued quality and stood behind its vehicles after they were sold, GM engaged in deceptive business practices in violation of the California CLRA.

166. GM's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the quality of the GM Vehicles and GM brand, and the true value of the GM Vehicles.

167. GM intentionally and knowingly misrepresented material facts regarding the Affected Vehicles with an intent to mislead Plaintiffs and the California Class.

168. GM knew or should have known that its conduct violated the California CLRA.

169. GM owed Plaintiffs a duty to disclose the defective condition of the GM Vehicles because GM:

a. Possessed exclusive knowledge that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from

finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured;

b. Intentionally concealed the foregoing from Plaintiffs;

170. GM's concealment of the Cracked Dashboard Problem in GM Vehicles was material to Plaintiffs and the California Class. A vehicle made by a reputable manufacturer of quality vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of inferior vehicles that conceals defects rather than promptly remedies them.

171. Plaintiffs and the California Class suffered ascertainable loss caused by GM's misrepresentations and its failure to disclose material information. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's misconduct.

172. GM's violations present a continuing disservice to Plaintiffs as well as to the general public. GM's unlawful acts and practices complained of herein affect the public interest.

173. The repairs instituted by GM have not been adequate.

174. As a direct and proximate result of GM's violations of the California CLRA, Plaintiffs and the California Class have suffered injury-in-fact and/or actual damage.

175. Plaintiffs and the California Class seek monetary relief, punitive damages and attorneys' fees against GM in an amount to be determined at trial.

176. Plaintiffs also seek an order enjoining GM's unfair, unlawful, and/or deceptive practices and any other just and proper relief available under the California CLRA.

COUNT VII
VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW
(CAL. BUS. & PROF. CODE § 17200, *et seq.*)
(Brought on behalf of the "California Class")

177. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

178. California Business and Professions Code § 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.

179. GM violated the unlawful prong of § 17200 by:

a. Violating the CLRA, CAL. CIV. CODE § 1750, *et seq.*, as set forth in Count I by the acts and practices set forth in this Complaint;

b. Engaging in conduct, as alleged herein, that violates the Magnuson-Moss Warranty Act, 15 U.S.C. §§2301, *et seq.*;

180. GM also violated the unfair prong of section 17200 because the act of concealing the Cracked Dashboard Problem in GM Vehicles, information that was material to a reasonable consumer, offends established public policy, and also because the harm GM caused consumers greatly outweighs any benefits associated with those practices. GM’s conduct has also impaired competition within the automotive vehicles market and has prevented Plaintiffs and the California Class from making fully informed decisions about whether to lease, purchase and/or retain the GM Vehicles.

181. From the date of its re-incorporation on July 10, 2009, GM knew or should have known of the Cracked Dashboard Problem inherent of GM Vehicles, both because of the knowledge of personnel retained at GM, GM service centers and authorized GM dealerships, and continuous reports, investigations, and notifications from regulatory authorities.

182. GM was also aware that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of

more defects in the vehicles it designed and manufactured and the failure to disclose and remedy the Cracked Dashboard Problem in all GM Vehicles. GM concealed this information as well.

183. By failing to disclose and by actively concealing the Cracked Dashboard Problem in GM Vehicles, by marketing its vehicles as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that valued quality and stood behind its vehicles after they were sold, GM engaged in deceptive business practices in violation of the California UCL.

184. GM's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the quality of the GM Vehicles and GM brand, and the true value of the GM Vehicles.

185. GM intentionally and knowingly misrepresented material facts regarding the Affected Vehicles with an intent to mislead Plaintiffs and the California Class.

186. GM knew or should have known that its conduct violated the California UCL.

187. GM owed Plaintiffs a duty to disclose the defective condition of the GM Vehicles because GM:

a. Possessed exclusive knowledge that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured;

b. Intentionally concealed the foregoing from Plaintiffs;

188. GM's concealment of the Cracked Dashboard Problem in GM Vehicles was material to Plaintiffs and the California Class. A vehicle made by a reputable manufacturer of

quality vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of inferior vehicles that conceals defects rather than promptly remedies them.

189. Plaintiffs and the California Class suffered ascertainable loss caused by GM's misrepresentations and its failure to disclose material information. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's misconduct.

190. GM's violations present a continuing disservice to Plaintiffs as well as to the general public. GM's unlawful acts and practices complained of herein affect the public interest.

191. The repairs instituted by GM have not been adequate.

192. As a direct and proximate result of GM's violations of the California UCL, Plaintiffs and the California Class have suffered injury-in-fact and/or actual damage.

193. Plaintiffs request that this Court enter such orders or judgments as may be necessary, including a declaratory judgment that GM has violated the UCL; an order enjoining GM from continuing its unfair, unlawful, and/or deceptive practices; an order supervising the recalls; an order and judgment restoring to the California Class members any money lost as the result of GM's unfair, unlawful, and deceptive trade practices, including restitution and disgorgement of any profits GM received as a result of its unfair, unlawful, and/or deceptive practices, as provided in CAL. BUS. & PROF. CODE § 17203, CAL CIV. PROC. § 384 and CAL. CIV. CODE § 3345; and for such other relief as may be just and proper.

COUNT VIII
VIOLATION OF FLORIDA'S UNFAIR &
DECEPTIVE TRADE PRACTICES ACT
(FLA. STAT. § 501.201, *et seq.*)
(Brought on behalf of the "Florida Class")

194. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

195. Plaintiffs are “consumers” within the meaning of Florida Unfair and Deceptive Trade Practices Act (“FUDTPA”), FLA. STAT. § 501.203(7).

196. GM engaged in “trade or commerce” within the meaning of FLA. STAT. § 501.203(8).

197. FUDTPA prohibits “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce ...” FLA. STAT. § 501.204(1). GM participated in unfair and deceptive trade practices that violated the FUDTPA as described herein.

198. In the course of its business, GM concealed the Cracked Dashboard Problem in GM Vehicles as described herein and otherwise engaged in activities with a tendency or capacity to deceive. GM also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the GM Vehicles.

199. From the date of its re-incorporation on July 10, 2009, GM knew or should have known of the Cracked Dashboard Problem inherent of GM Vehicles, both because of the knowledge of personnel retained at GM, GM service centers and authorized GM dealerships, and continuous reports, investigations, and notifications from regulatory authorities.

200. GM was also aware that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of

more defects in the vehicles it designed and manufactured and the failure to disclose and remedy the Cracked Dashboard Problem in all GM Vehicles. GM concealed this information as well.

201. By failing to disclose and by actively concealing the Cracked Dashboard Problem in GM Vehicles, by marketing its vehicles as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that valued quality and stood behind its vehicles after they were sold, GM engaged in deceptive business practices in violation of the Florida FUDTPA.

202. GM's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the quality of the GM Vehicles and GM brand, and the true value of the GM Vehicles.

203. GM intentionally and knowingly misrepresented material facts regarding the Affected Vehicles with an intent to mislead Plaintiffs and the Florida Class.

204. GM knew or should have known that its conduct violated the Florida FUDTPA.

205. GM owed Plaintiffs a duty to disclose the defective condition of the GM Vehicles because GM:

a. Possessed exclusive knowledge that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured;

b. Intentionally concealed the foregoing from Plaintiffs;

206. GM's concealment of the Cracked Dashboard Problem in GM Vehicles was material to Plaintiffs and the Florida Class. A vehicle made by a reputable manufacturer of

quality vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of inferior vehicles that conceals defects rather than promptly remedies them.

207. Plaintiffs and the Florida Class suffered ascertainable loss caused by GM's misrepresentations and its failure to disclose material information. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's misconduct.

208. GM's violations present a continuing disservice to Plaintiffs as well as to the general public. GM's unlawful acts and practices complained of herein affect the public interest.

209. The repairs instituted by GM have not been adequate.

210. As a direct and proximate result of GM's violations of the Florida FUDTPA, Plaintiffs and the Florida Class have suffered injury-in-fact and/or actual damage.

211. Plaintiffs and the Florida Class seek monetary relief, punitive damages and attorneys' fees against GM in an amount to be determined at trial.

212. Plaintiffs also seek an order enjoining GM's unfair, unlawful, and/or deceptive practices and any other just and proper relief available under the Florida FUDTPA.

COUNT IX
VIOLATION OF THE INDIANA DECEPTIVE CONSUMER SALES ACT
(IND. CODE § 24-5-0.5-3)
(Brought on behalf of the "Indiana Class")

213. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

214. GM is a "person" within the meaning of IND. CODE § 24-5-0.5-2(2) and a "supplier" within the meaning of IND. CODE § 24-5-.05-2(a)(3).

215. Plaintiffs' and Indiana Class members' purchases of the Affected Vehicles are "consumer transactions" within the meaning of IND. CODE § 24-5-.05-2(a)(1).

216. Indiana's Deceptive Consumer Sales Act ("Indiana DCSA") 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."

217. In the course of its business, GM concealed the Cracked Dashboard Problem in GM Vehicles as described herein and otherwise engaged in activities with a tendency or capacity to deceive. GM also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the GM Vehicles.

218. From the date of its re-incorporation on July 10, 2009, GM knew or should have known of the Cracked Dashboard Problem inherent of GM Vehicles, both because of the knowledge of personnel retained at GM, GM service centers and authorized GM dealerships, and continuous reports, investigations, and notifications from regulatory authorities.

219. GM was also aware that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured and the failure to disclose and remedy the Cracked Dashboard Problem in all GM Vehicles. GM concealed this information as well.

220. By failing to disclose and by actively concealing the Cracked Dashboard Problem in GM Vehicles, by marketing its vehicles as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that valued quality and stood behind its vehicles after they were sold, GM engaged in deceptive business practices in violation of the Indiana DCSA.

221. GM's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the quality of the GM Vehicles and GM brand, and the true value of the GM Vehicles.

222. GM intentionally and knowingly misrepresented material facts regarding the Affected Vehicles with an intent to mislead Plaintiffs and the Indiana Class.

223. GM knew or should have known that its conduct violated the Indiana DCSA.

224. GM owed Plaintiffs a duty to disclose the defective condition of the GM Vehicles because GM:

a. Possessed exclusive knowledge that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured;

b. Intentionally concealed the foregoing from Plaintiffs;

225. GM's concealment of the Cracked Dashboard Problem in GM Vehicles was material to Plaintiffs and the Indiana Class. A vehicle made by a reputable manufacturer of quality vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of inferior vehicles that conceals defects rather than promptly remedies them.

226. Plaintiffs and the Indiana Class suffered ascertainable loss caused by GM's misrepresentations and its failure to disclose material information. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's misconduct.

227. GM's violations present a continuing disservice to Plaintiffs as well as to the general public. GM's unlawful acts and practices complained of herein affect the public interest.

228. The repairs instituted by GM have not been adequate.

229. As a direct and proximate result of GM's violations of the Indiana DCSA, Plaintiffs and the Indiana Class have suffered injury-in-fact and/or actual damage.

230. Plaintiffs and the Indiana Class seek monetary relief, punitive damages and attorneys' fees against GM in an amount to be determined at trial.

231. Plaintiffs also seek an order enjoining GM's unfair, unlawful, and/or deceptive practices and any other just and proper relief available under the Indiana DCSA.

COUNT X
VIOLATION OF THE NEVADA DECEPTIVE TRADE PRACTICES ACT
(NEV. REV. STAT. § 598.0903, *et seq.*)
(Brought on behalf of the “Nevada Class”)

232. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

233. The Nevada Deceptive Trade Practices Act (“Nevada DTPA”), NEV. REV. STAT. § 598.0903, *et seq.* prohibits deceptive trade practices. NEV. REV. STAT. § 598.0915 provides that a person engages in a “deceptive trade practice” if, in the course of business or occupation, the person: “5. Knowingly makes a false representation as to the characteristics, ingredients, uses, benefits, alterations or quantities of goods or services for sale or lease or a false representation as to the sponsorship, approval, status, affiliation or connection of a person therewith”; “7. Represents that goods or services for sale or lease are of a particular standard, quality or grade, or that such goods are of a particular style or model, if he or she knows or should know that they are of another standard, quality, grade, style or model”; “9. Advertises goods or services with intent not to sell or lease them as advertised”; or “15. Knowingly makes any other false representation in a transaction.”

234. In the course of its business, GM concealed the Cracked Dashboard Problem in GM Vehicles as described herein and otherwise engaged in activities with a tendency or capacity to deceive. GM also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the GM Vehicles.

235. From the date of its re-incorporation on July 10, 2009, GM knew or should have known of the Cracked Dashboard Problem inherent of GM Vehicles, both because of the

knowledge of personnel retained at GM, GM service centers and authorized GM dealerships, and continuous reports, investigations, and notifications from regulatory authorities.

236. GM was also aware that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured and the failure to disclose and remedy the Cracked Dashboard Problem in all GM Vehicles. GM concealed this information as well.

237. By failing to disclose and by actively concealing the Cracked Dashboard Problem in GM Vehicles, by marketing its vehicles as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that valued quality and stood behind its vehicles after they were sold, GM engaged in deceptive business practices in violation of the Nevada DTPA.

238. GM's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the quality of the GM Vehicles and GM brand, and the true value of the GM Vehicles.

239. GM intentionally and knowingly misrepresented material facts regarding the Affected Vehicles with an intent to mislead Plaintiffs and the Indiana Class.

240. GM knew or should have known that its conduct violated the Nevada DTPA.

241. GM owed Plaintiffs a duty to disclose the defective condition of the GM Vehicles because GM:

a. Possessed exclusive knowledge that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from

finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured;

b. Intentionally concealed the foregoing from Plaintiffs;

242. GM's concealment of the Cracked Dashboard Problem in GM Vehicles was material to Plaintiffs and the Nevada Class. A vehicle made by a reputable manufacturer of quality vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of inferior vehicles that conceals defects rather than promptly remedies them.

243. Plaintiffs and the Nevada Class suffered ascertainable loss caused by GM's misrepresentations and its failure to disclose material information. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's misconduct.

244. GM's violations present a continuing disservice to Plaintiffs as well as to the general public. GM's unlawful acts and practices complained of herein affect the public interest.

245. The repairs instituted by GM have not been adequate.

246. As a direct and proximate result of GM's violations of the Nevada DTPA Plaintiffs and the Nevada Class have suffered injury-in-fact and/or actual damage.

247. Plaintiffs and the Nevada Class seek monetary relief, punitive damages and attorneys' fees against GM in an amount to be determined at trial.

248. Plaintiffs also seek an order enjoining GM's unfair, unlawful, and/or deceptive practices and any other just and proper relief available under the Indiana DCSA.

COUNT XI
VIOLATION OF MISSOURI MERCHANDISING PRACTICES ACT
(MO. REV. STAT. § 407.010, *et seq.*)
(Brought on behalf of the "Missouri Class")

249. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

250. GM, Plaintiffs and the Missouri Class are “persons” within the meaning of MO. REV. STAT. § 407.010(5).

251. GM engaged in “trade” or “commerce” in the State of Missouri within the meaning of MO. REV. STAT. § 407.010(7).

252. The Missouri Merchandising Practices Act (“Missouri MPA”) makes unlawful the “act, use or employment by any person of any deception, fraud, false pretense, misrepresentation, unfair practice, or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise.” MO. REV. STAT. § 407.020.

253. In the course of its business, GM concealed the Cracked Dashboard Problem in GM Vehicles as described herein and otherwise engaged in activities with a tendency or capacity to deceive. GM also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the GM Vehicles.

254. From the date of its re-incorporation on July 10, 2009, GM knew or should have known of the Cracked Dashboard Problem inherent of GM Vehicles, both because of the knowledge of personnel retained at GM, GM service centers and authorized GM dealerships, and continuous reports, investigations, and notifications from regulatory authorities.

255. GM was also aware that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and

flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured and the failure to disclose and remedy the Cracked Dashboard Problem in all GM Vehicles. GM concealed this information as well.

256. By failing to disclose and by actively concealing the Cracked Dashboard Problem in GM Vehicles, by marketing its vehicles as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that valued quality and stood behind its vehicles after they were sold, GM engaged in deceptive business practices in violation of the Missouri MPA.

257. GM's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the quality of the GM Vehicles and GM brand, and the true value of the GM Vehicles.

258. GM intentionally and knowingly misrepresented material facts regarding the Affected Vehicles with an intent to mislead Plaintiffs and the Missouri Class.

259. GM knew or should have known that its conduct violated the Missouri MPA.

260. GM owed Plaintiffs a duty to disclose the defective condition of the GM Vehicles because GM:

- a. Possessed exclusive knowledge that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured;

- b. Intentionally concealed the foregoing from Plaintiffs;

261. GM's concealment of the Cracked Dashboard Problem in GM Vehicles was material to Plaintiffs and the Missouri Class. A vehicle made by a reputable manufacturer of

quality vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of inferior vehicles that conceals defects rather than promptly remedies them.

262. Plaintiffs and the Missouri Class suffered ascertainable loss caused by GM's misrepresentations and its failure to disclose material information. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's misconduct.

263. GM's violations present a continuing disservice to Plaintiffs as well as to the general public. GM's unlawful acts and practices complained of herein affect the public interest.

264. The repairs instituted by GM have not been adequate.

265. As a direct and proximate result of GM's violations of the Missouri MPA, Plaintiffs and the Missouri Class have suffered injury-in-fact and/or actual damage.

266. Plaintiffs and the Missouri Class seek monetary relief, punitive damages and attorneys' fees against GM in an amount to be determined at trial.

267. Plaintiffs also seek an order enjoining GM's unfair, unlawful, and/or deceptive practices and any other just and proper relief available under the Missouri MPA.

COUNT XII
VIOLATIONS OF THE SOUTH CAROLINA
UNFAIR TRADE PRACTICES ACT
(S.C. CODE ANN. § 39-5-10, *et seq.*)
(Brought on behalf of the "South Carolina Class")

268. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

269. New GM is a "person" under S.C. CODE ANN. § 39-5-10.

270. The South Carolina Unfair Trade Practices Act (“South Carolina UTPA”) prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce” S.C. CODE ANN. § 39-5-20(a). New GM engaged in unfair and deceptive acts or practices and violated the South Carolina UTPA by systematically devaluing safety and concealing a plethora of defects in GM-branded vehicles.

271. In the course of its business, GM concealed the Cracked Dashboard Problem in GM Vehicles as described herein and otherwise engaged in activities with a tendency or capacity to deceive. GM also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the GM Vehicles.

272. From the date of its re-incorporation on July 10, 2009, GM knew or should have known of the Cracked Dashboard Problem inherent of GM Vehicles, both because of the knowledge of personnel retained at GM, GM service centers and authorized GM dealerships, and continuous reports, investigations, and notifications from regulatory authorities.

273. GM was also aware that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured and the failure to disclose and remedy the Cracked Dashboard Problem in all GM Vehicles. GM concealed this information as well.

274. By failing to disclose and by actively concealing the Cracked Dashboard Problem in GM Vehicles, by marketing its vehicles as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that valued quality and stood behind its vehicles

after they were sold, GM engaged in deceptive business practices in violation of the South Carolina UTPA.

275. GM's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the quality of the GM Vehicles and GM brand, and the true value of the GM Vehicles.

276. GM intentionally and knowingly misrepresented material facts regarding the Affected Vehicles with an intent to mislead Plaintiffs and the South Carolina Class.

277. GM knew or should have known that its conduct violated the South Carolina UTPA.

278. GM owed Plaintiffs a duty to disclose the defective condition of the GM Vehicles because GM:

a. Possessed exclusive knowledge that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured;

b. Intentionally concealed the foregoing from Plaintiffs;

279. GM's concealment of the Cracked Dashboard Problem in GM Vehicles was material to Plaintiffs and the South Carolina Class. A vehicle made by a reputable manufacturer of quality vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of inferior vehicles that conceals defects rather than promptly remedies them.

280. Plaintiffs and the South Carolina Class suffered ascertainable loss caused by GM's misrepresentations and its failure to disclose material information. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid

less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's misconduct.

281. GM's violations present a continuing disservice to Plaintiffs as well as to the general public. GM's unlawful acts and practices complained of herein affect the public interest.

282. The repairs instituted by GM have not been adequate.

283. As a direct and proximate result of GM's violations of the South Carolina UTPA, Plaintiffs and the South Carolina Class have suffered injury-in-fact and/or actual damage.

284. Plaintiffs and the South Carolina Class seek monetary relief, punitive damages and attorneys' fees against GM in an amount to be determined at trial.

285. Plaintiffs also seek an order enjoining GM's unfair, unlawful, and/or deceptive practices and any other just and proper relief available under the South Carolina UTPA.

COUNT XIII
VIOLATIONS OF THE SOUTH CAROLINA REGULATION OF MANUFACTURERS,
DISTRIBUTORS, AND DEALERS ACT
(S.C. CODE ANN. § 56-15-10, *et seq.*)
(Brought on behalf of the "South Carolina Class")

286. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

287. GM was a "manufacturer" as set forth in S.C. CODE ANN. § 56-15-10, as it was engaged in the business of manufacturing or assembling new and unused motor vehicles.

288. GM committed unfair or deceptive acts or practices that violated the South Carolina Regulation of Manufacturers, Distributors, and Dealers Act ("Dealers Act"), S.C. CODE ANN. § 56-15-30.

289. GM engaged in actions which were arbitrary, in bad faith, unconscionable, and which caused damage to Plaintiffs, the South Carolina Class, and to the public.

290. GM's bad faith and unconscionable actions include, but are not limited to: (1) representing that GM Vehicles have characteristics, uses, benefits, and qualities which they do not have, (2) representing that GM Vehicles are of a particular standard, quality, and grade when they are not, (3) advertising GM Vehicles with the intent not to sell them as advertised, (4) and representing that a transaction involving GM Vehicles confers or involves rights, remedies, and obligations which it does not.

291. GM resorted to and used false and misleading advertisements in connection with its business. GM made numerous material statements about the quality and safety of the GM Vehicles that were either false or misleading. Each of these statements contributed to the deceptive context of GM's unlawful advertising and representations as a whole.

292. Pursuant to S.C. CODE ANN. § 56-15-110(2), Plaintiffs bring this action on behalf of themselves and the South Carolina Class, as the action is one of common or general interest to many persons and the parties are too numerous to bring them all before the court.

293. Plaintiffs and the South Carolina Class are entitled to double their actual damages, the cost of the suit, attorney's fees pursuant to S.C. CODE ANN. § 56-15-110. Plaintiffs also seek injunctive relief under S.C. CODE ANN. § 56-15-110. Plaintiffs also seek treble damages because GM acted maliciously.

COUNT XIV
VIOLATIONS OF THE TEXAS DECEPTIVE TRADE
PRACTICES – CONSUMER PROTECTION ACT
(TEX. BUS. & COM. CODE §§ 17.41, *et seq.*)

294. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

295. Plaintiffs and the Texas Class are individuals, partnerships and corporations with assets of less than \$25 million (or are controlled by corporations or entities with less than \$25 million in assets). *See* TEX. BUS. & COM. CODE § 17.41.

296. The Texas Deceptive Trade Practices-Consumer Protection Act (“Texas DTPA”) prohibits “[f]alse, misleading, or deceptive acts or practices in the conduct of any trade or commerce,” TEX. BUS. & COM. CODE § 17.46(a), and an “unconscionable action or course of action,” which means “an act or practice which, to a consumer’s detriment, takes advantage of the lack of knowledge, ability, experience, or capacity of the consumer to a grossly unfair degree.” TEX. BUS. & COM. CODE § 17.45(5); TEX. BUS. & COM. CODE § 17.50(a)(3). GM has committed false, misleading, unconscionable, and deceptive acts or practices in the conduct of trade or commerce.

297. GM also violated the Texas DTPA by: (1) representing that the GM Vehicles have characteristics, uses, benefits, and qualities which they do not have; (2) representing that the GM Vehicles are of a particular standard, quality, and grade when they are not; (3) advertising the GM Vehicles with the intent not to sell them as advertised; and (4) failing to disclose information concerning the GM Vehicles with the intent to induce consumers to purchase or lease the GM Vehicles.

298. In the course of its business, GM concealed the Cracked Dashboard Problem in GM Vehicles as described herein and otherwise engaged in activities with a tendency or capacity to deceive. GM also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the GM Vehicles.

299. From the date of its re-incorporation on July 10, 2009, GM knew or should have known of the Cracked Dashboard Problem inherent of GM Vehicles, both because of the knowledge of personnel retained at GM, GM service centers and authorized GM dealerships, and continuous reports, investigations, and notifications from regulatory authorities.

300. GM was also aware that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured and the failure to disclose and remedy the Cracked Dashboard Problem in all GM Vehicles. GM concealed this information as well.

301. By failing to disclose and by actively concealing the Cracked Dashboard Problem in GM Vehicles, by marketing its vehicles as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that valued quality and stood behind its vehicles after they were sold, GM engaged in deceptive business practices in violation of the Texas DTPA.

302. GM's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the quality of the GM Vehicles and GM brand, and the true value of the GM Vehicles.

303. GM intentionally and knowingly misrepresented material facts regarding the Affected Vehicles with an intent to mislead Plaintiffs and the Texas Class.

304. GM knew or should have known that its conduct violated the Texas UTPA.

305. GM owed Plaintiffs a duty to disclose the defective condition of the GM Vehicles because GM:

a. Possessed exclusive knowledge that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured;

b. Intentionally concealed the foregoing from Plaintiffs;

306. GM's concealment of the Cracked Dashboard Problem in GM Vehicles was material to Plaintiffs and the Texas Class. A vehicle made by a reputable manufacturer of quality vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of inferior vehicles that conceals defects rather than promptly remedies them.

307. Plaintiffs and the Texas Class suffered ascertainable loss caused by GM's misrepresentations and its failure to disclose material information. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's misconduct.

308. GM's violations present a continuing disservice to Plaintiffs as well as to the general public. GM's unlawful acts and practices complained of herein affect the public interest.

309. The repairs instituted by GM have not been adequate.

310. As a direct and proximate result of GM's violations of the Texas DTPA, Plaintiffs and the Texas Class have suffered injury-in-fact and/or actual damage.

311. Plaintiffs and the Texas Class seek monetary relief, punitive damages and attorneys' fees against GM in an amount to be determined at trial.

312. Plaintiffs also seek an order enjoining GM's unfair, unlawful, and/or deceptive practices and any other just and proper relief available under the Texas DTPA.

COUNT XV
VIOLATION OF VIRGINIA CONSUMER PROTECTION ACT
(VA. CODE ANN. 15 §§ 59.1-196, *et seq.*)
(Brought on behalf of the “Virginia Class”)

313. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

314. GM is a “supplier” under VA. CODE ANN. § 59.1-198.

315. The sale of the GM Vehicles to the Class members was a “consumer transaction” within the meaning of VA. CODE ANN. § 59.1-198.

316. The Virginia Consumer Protection Act (“Virginia CPA”) lists prohibited “practices” which include: “5. Misrepresenting that good or services have certain characteristics;” “6. Misrepresenting that goods or services are of a particular standard, quality, grade style, or model;” “8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the price or upon the terms advertised;” “9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;” and “14. Using any other deception, fraud, or misrepresentation in connection with a consumer transaction.” VA. CODE ANN. § 59.1-200. GM violated the Virginia CPA by misrepresenting that GM Vehicles had certain quantities, characteristics, ingredients, uses, or benefits; misrepresenting that GM Vehicles were of a particular standard, quality, grade, style, or model when they were another; advertising GM Vehicles with intent not to sell them as advertised; and otherwise “using any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction.

317. In the course of its business, GM concealed the Cracked Dashboard Problem in GM Vehicles as described herein and otherwise engaged in activities with a tendency or capacity to deceive. GM also engaged in unlawful trade practices by employing deception, deceptive acts

or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the GM Vehicles.

318. From the date of its re-incorporation on July 10, 2009, GM knew or should have known of the Cracked Dashboard Problem inherent of GM Vehicles, both because of the knowledge of personnel retained at GM, GM service centers and authorized GM dealerships, and continuous reports, investigations, and notifications from regulatory authorities.

319. GM was also aware that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured and the failure to disclose and remedy the Cracked Dashboard Problem in all GM Vehicles. GM concealed this information as well.

320. By failing to disclose and by actively concealing the Cracked Dashboard Problem in GM Vehicles, by marketing its vehicles as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that valued quality and stood behind its vehicles after they were sold, GM engaged in deceptive business practices in violation of the Virginia CPA.

321. GM's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the quality of the GM Vehicles and GM brand, and the true value of the GM Vehicles.

322. GM intentionally and knowingly misrepresented material facts regarding the Affected Vehicles with an intent to mislead Plaintiffs and the Virginia Class.

323. GM knew or should have known that its conduct violated the Virginia CPA.

324. GM owed Plaintiffs a duty to disclose the defective condition of the GM Vehicles because GM:

a. Possessed exclusive knowledge that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured;

b. Intentionally concealed the foregoing from Plaintiffs;

325. GM's concealment of the Cracked Dashboard Problem in GM Vehicles was material to Plaintiffs and the Virginia Class. A vehicle made by a reputable manufacturer of quality vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of inferior vehicles that conceals defects rather than promptly remedies them.

326. Plaintiffs and the Virginia Class suffered ascertainable loss caused by GM's misrepresentations and its failure to disclose material information. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's misconduct.

327. GM's violations present a continuing disservice to Plaintiffs as well as to the general public. GM's unlawful acts and practices complained of herein affect the public interest.

328. The repairs instituted by GM have not been adequate.

329. As a direct and proximate result of GM's violations of the Virginia CPA, Plaintiffs and the Virginia Class have suffered injury-in-fact and/or actual damage.

330. Pursuant to VA. CODE ANN. § 59.1-204, Plaintiffs and the Virginia Class seek monetary relief against New GM measured as the greater of (a) actual damages in an amount to

be determined at trial and (b) statutory damages in the amount of \$500 for each Plaintiff and each Virginia Class member. Because New GM's conduct was committed willfully and knowingly, Plaintiffs are entitled to recover, for each Plaintiff and each Virginia Class member, the greater of (a) three times actual damages or (b) \$1,000.

331. Plaintiffs also seek an order enjoining New GM's unfair and/or deceptive acts or practices, punitive damages, and attorneys' fees, and any other just and proper relief available under General Business Law § 59.1-204, *et seq.*

COUNT XVI
VIOLATIONS OF THE WISCONSIN
DECEPTIVE TRADE PRACTICES ACT
(WIS. STAT. § 110.18)
(Brought on behalf of the "Wisconsin Class")

332. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

333. GM is a "person, firm, corporation or association" within the meaning of WIS. STAT. § 100.18(1).

334. Plaintiffs and Wisconsin Class members are members of "the public" within the meaning of WIS. STAT. § 100.18(1). Plaintiffs and Wisconsin Class members purchased or leased one or more Affected Vehicles.

335. The Wisconsin Deceptive Trade Practices Act ("Wisconsin DTPA") prohibits a "representation or statement of fact which is untrue, deceptive or misleading." WIS. STAT. § 100.18(1).

336. In the course of its business, GM concealed the Cracked Dashboard Problem in GM Vehicles as described herein and otherwise engaged in activities with a tendency or capacity to deceive. GM also engaged in unlawful trade practices by employing deception, deceptive acts

or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the GM Vehicles.

337. From the date of its re-incorporation on July 10, 2009, GM knew or should have known of the Cracked Dashboard Problem inherent of GM Vehicles, both because of the knowledge of personnel retained at GM, GM service centers and authorized GM dealerships, and continuous reports, investigations, and notifications from regulatory authorities.

338. GM was also aware that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured and the failure to disclose and remedy the Cracked Dashboard Problem in all GM Vehicles. GM concealed this information as well.

339. By failing to disclose and by actively concealing the Cracked Dashboard Problem in GM Vehicles, by marketing its vehicles as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that valued quality and stood behind its vehicles after they were sold, GM engaged in deceptive business practices in violation of the Wisconsin DTPA.

340. GM's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the quality of the GM Vehicles and GM brand, and the true value of the GM Vehicles.

341. GM intentionally and knowingly misrepresented material facts regarding the Affected Vehicles with an intent to mislead Plaintiffs and the Wisconsin Class.

342. GM knew or should have known that its conduct violated the Wisconsin DTPA.

343. GM owed Plaintiffs a duty to disclose the defective condition of the GM Vehicles because GM:

a. Possessed exclusive knowledge that it valued cost-cutting over safety, selected parts from the cheapest supplier regardless of quality, and actively discouraged employees from finding and flagging known safety defects, and that this approach would necessarily cause the existence of more defects in the vehicles it designed and manufactured;

b. Intentionally concealed the foregoing from Plaintiffs;

344. GM's concealment of the Cracked Dashboard Problem in GM Vehicles was material to Plaintiffs and the Wisconsin Class. A vehicle made by a reputable manufacturer of quality vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of inferior vehicles that conceals defects rather than promptly remedies them.

345. Plaintiffs and the Wisconsin Class suffered ascertainable loss caused by GM's misrepresentations and its failure to disclose material information. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's misconduct.

346. GM's violations present a continuing disservice to Plaintiffs as well as to the general public. GM's unlawful acts and practices complained of herein affect the public interest.

347. The repairs instituted by GM have not been adequate.

348. As a direct and proximate result of GM's violations of the Wisconsin DTPA, Plaintiffs and the Wisconsin Class have suffered injury-in-fact and/or actual damage.

349. Plaintiffs and the Wisconsin Class are entitled to damages and other relief provided for under WIS. STAT. § 110.18(11)(b)(2). Because GM's conduct was committed

knowingly and/or intentionally, Plaintiffs` and the Wisconsin Class are entitled to treble damages.

350. Plaintiffs and the Wisconsin Class also seek court costs and attorneys' fees under WIS. STAT. § 110.18(11)(b)(2).

COUNT XVII
FRAUD BY CONCEALMENT
(Brought on behalf the "Arizona Class")

351. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

352. GM concealed and suppressed material facts concerning the quality of its GM Vehicles and the GM brand.

353. GM concealed and suppressed material facts concerning the culture of

354. GM—a culture characterized by an emphasis on cost-cutting, the studious avoidance of safety issues, and a shoddy design process.

355. GM concealed and suppressed material facts concerning Cracked Dashboard Problem plaguing GM Vehicles, and that it valued cost-cutting and took steps to ensure that its employees did not reveal known defects to regulators or consumers.

356. GM did so in order to boost confidence in its vehicles and falsely assure purchasers and lessors of its vehicles that GM was a reputable manufacturer that stands behind its vehicles after they are sold and that its vehicles are of sound quality. The false representations were material to consumers, because they concerned the quality of the GM Vehicles and because they played a significant role in the value of the GM vehicles.

357. GM had a duty to disclose the Cracked Dashboard Problem in GM Vehicles because it was known and/or accessible only to GM who had superior knowledge and access to

the facts, and GM knew the facts were not known to or reasonably discoverable by Plaintiffs and the Arizona Class. These omitted and concealed facts were material because they directly impact the value of the GM Vehicles purchased or leased by Plaintiffs and the Arizona Class. Whether a manufacturer's products are of sound quality, and whether that manufacturer stands behind its products, are material concerns to a consumer.

358. GM actively concealed and/or suppressed these material facts, in whole or in part, to protect its profits and avoid recalls that would hurt the brand's image and cost GM money, and it did so at the expense of Plaintiffs and the Arizona Class.

359. On information and belief, GM has still not made full and adequate disclosure and continues to defraud Plaintiffs and the Arizona Class and conceal material information regarding the Cracked Dashboard Problem that exist in GM Vehicles.

360. Plaintiffs and the Arizona 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. Plaintiffs' and the Arizona Class's actions were justified. GM was in exclusive control of the material facts and such facts were not known to the public, Plaintiffs, or the Arizona Class.

361. As a result of GM's concealment of, and failure to timely disclose, the Cracked Dashboard Problem in millions of GM Vehicles and the quality issues engendered by GM's corporate policies, Plaintiffs and the Arizona Class sustained monetary damage due to out-of-pocket payments expended to remedy the defect and because they own vehicles that diminished in value. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's fraudulent concealment.

362. Accordingly, GM is liable to the Arizona Class for their damages in an amount to be proven at trial.

363. GM's acts were done deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the Arizona Class's rights to enrich GM. GM'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.

COUNT XVIII
FRAUD BY CONCEALMENT
(Brought on behalf the "Arkansas Class")

364. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

365. GM concealed and suppressed material facts concerning the quality of its GM Vehicles and the GM brand.

366. GM concealed and suppressed material facts concerning the culture of GM—a culture characterized by an emphasis on cost-cutting, the studious avoidance of safety issues, and a shoddy design process.

367. GM concealed and suppressed material facts concerning Cracked Dashboard Problem plaguing GM Vehicles, and that it valued cost-cutting and took steps to ensure that its employees did not reveal known defects to regulators or consumers.

368. GM did so in order to boost confidence in its vehicles and falsely assure purchasers and lessors of its vehicles that GM was a reputable manufacturer that stands behind its vehicles after they are sold and that its vehicles are of sound quality. The false representations were material to consumers, because they concerned the quality of the GM Vehicles and because they played a significant role in the value of the GM vehicles.

369. GM had a duty to disclose the Cracked Dashboard Problem in GM Vehicles because it was known and/or accessible only to GM who had superior knowledge and access to the facts, and GM knew the facts were not known to or reasonably discoverable by Plaintiffs and the Arkansas Class. These omitted and concealed facts were material because they directly impact the value of the GM Vehicles purchased or leased by Plaintiffs and the Arkansas Class. Whether a manufacturer's products are of sound quality, and whether that manufacturer stands behind its products, are material concerns to a consumer.

370. GM actively concealed and/or suppressed these material facts, in whole or in part, to protect its profits and avoid recalls that would hurt the brand's image and cost GM money, and it did so at the expense of Plaintiffs and the Arkansas Class.

371. On information and belief, GM has still not made full and adequate disclosure and continues to defraud Plaintiffs and the Arkansas Class and conceal material information regarding the Cracked Dashboard Problem that exist in GM Vehicles.

372. Plaintiffs and the Arkansas 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. Plaintiffs' and the Arkansas Class's actions were justified. GM was in exclusive control of the material facts and such facts were not known to the public, Plaintiffs, or the Arkansas Class.

373. As a result of GM's concealment of, and failure to timely disclose, the Cracked Dashboard Problem in millions of GM Vehicles and the quality issues engendered by GM's corporate policies, Plaintiffs and the Arkansas Class sustained monetary damage due to out-of-pocket payments expended to remedy the defect and because they own vehicles that diminished in value. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased

them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's fraudulent concealment.

374. Accordingly, GM is liable to the Arkansas Class for their damages in an amount to be proven at trial.

375. GM's acts were done deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the Arkansas Class's rights to enrich GM. GM'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.

COUNT XIX
FRAUD BY CONCEALMENT
(Brought on behalf the "California Class")

376. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

377. GM concealed and suppressed material facts concerning the quality of its GM Vehicles and the GM brand.

378. GM concealed and suppressed material facts concerning the culture of GM—a culture characterized by an emphasis on cost-cutting, the studious avoidance of safety issues, and a shoddy design process.

379. GM concealed and suppressed material facts concerning Cracked Dashboard Problem plaguing GM Vehicles, and that it valued cost-cutting and took steps to ensure that its employees did not reveal known defects to regulators or consumers.

380. GM did so in order to boost confidence in its vehicles and falsely assure purchasers and lessors of its vehicles that GM was a reputable manufacturer that stands behind its vehicles after they are sold and that its vehicles are of sound quality. The false representations

were material to consumers, because they concerned the quality of the GM Vehicles and because they played a significant role in the value of the GM vehicles.

381. GM had a duty to disclose the Cracked Dashboard Problem in GM Vehicles because it was known and/or accessible only to GM who had superior knowledge and access to the facts, and GM knew the facts were not known to or reasonably discoverable by Plaintiffs and the California Class. These omitted and concealed facts were material because they directly impact the value of the GM Vehicles purchased or leased by Plaintiffs and the California Class. Whether a manufacturer's products are of sound quality, and whether that manufacturer stands behind its products, are material concerns to a consumer.

382. GM actively concealed and/or suppressed these material facts, in whole or in part, to protect its profits and avoid recalls that would hurt the brand's image and cost GM money, and it did so at the expense of Plaintiffs and the California Class.

383. On information and belief, GM has still not made full and adequate disclosure and continues to defraud Plaintiffs and the California Class and conceal material information regarding the Cracked Dashboard Problem that exist in GM Vehicles.

384. Plaintiffs and the California 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. Plaintiffs' and the California Class's actions were justified. GM was in exclusive control of the material facts and such facts were not known to the public, Plaintiffs, or the California Class.

385. As a result of GM's concealment of, and failure to timely disclose, the Cracked Dashboard Problem in millions of GM Vehicles and the quality issues engendered by GM's corporate policies, Plaintiffs and the California Class sustained monetary damage due to out-of-pocket payments expended to remedy the defect and because they own vehicles that diminished

in value. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's fraudulent concealment.

386. Accordingly, GM is liable to the California Class for their damages in an amount to be proven at trial.

387. GM's acts were done deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the California Class's rights to enrich GM. GM'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.

COUNT XX
FRAUD BY CONCEALMENT
(Brought on behalf the "Florida Class")

388. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

389. GM concealed and suppressed material facts concerning the quality of its GM Vehicles and the GM brand.

390. GM concealed and suppressed material facts concerning the culture of GM—a culture characterized by an emphasis on cost-cutting, the studious avoidance of safety issues, and a shoddy design process.

391. GM concealed and suppressed material facts concerning Cracked Dashboard Problem plaguing GM Vehicles, and that it valued cost-cutting and took steps to ensure that its employees did not reveal known defects to regulators or consumers.

392. GM did so in order to boost confidence in its vehicles and falsely assure purchasers and lessors of its vehicles that GM was a reputable manufacturer that stands behind its vehicles after they are sold and that its vehicles are of sound quality. The false representations were material to consumers, because they concerned the quality of the GM Vehicles and because they played a significant role in the value of the GM vehicles.

393. GM had a duty to disclose the Cracked Dashboard Problem in GM Vehicles because it was known and/or accessible only to GM who had superior knowledge and access to the facts, and GM knew the facts were not known to or reasonably discoverable by Plaintiffs and the Florida Class. These omitted and concealed facts were material because they directly impact the value of the GM Vehicles purchased or leased by Plaintiffs and the Florida Class. Whether a manufacturer's products are of sound quality, and whether that manufacturer stands behind its products, are material concerns to a consumer.

394. GM actively concealed and/or suppressed these material facts, in whole or in part, to protect its profits and avoid recalls that would hurt the brand's image and cost GM money, and it did so at the expense of Plaintiffs and the Florida Class.

395. On information and belief, GM has still not made full and adequate disclosure and continues to defraud Plaintiffs and the Florida Class and conceal material information regarding the Cracked Dashboard Problem that exist in GM Vehicles.

396. Plaintiffs and the Florida 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. Plaintiffs' and the Florida Class's actions were justified. GM was in exclusive control of the material facts and such facts were not known to the public, Plaintiffs, or the Florida Class.

397. As a result of GM's concealment of, and failure to timely disclose, the Cracked Dashboard Problem in millions of GM Vehicles and the quality issues engendered by GM's corporate policies, Plaintiffs and the Florida Class sustained monetary damage due to out-of-pocket payments expended to remedy the defect and because they own vehicles that diminished in value. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's fraudulent concealment.

398. Accordingly, GM is liable to the Florida Class for their damages in an amount to be proven at trial.

399. GM's acts were done deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the Florida Class's rights to enrich GM. GM'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.

COUNT XXI
FRAUD BY CONCEALMENT
(Brought on behalf the "Indiana Class")

400. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

401. GM concealed and suppressed material facts concerning the quality of its GM Vehicles and the GM brand.

402. GM concealed and suppressed material facts concerning the culture of GM—a culture characterized by an emphasis on cost-cutting, the studious avoidance of safety issues, and a shoddy design process.

403. GM concealed and suppressed material facts concerning Cracked Dashboard Problem plaguing GM Vehicles, and that it valued cost-cutting and took steps to ensure that its employees did not reveal known defects to regulators or consumers.

404. GM did so in order to boost confidence in its vehicles and falsely assure purchasers and lessors of its vehicles that GM was a reputable manufacturer that stands behind its vehicles after they are sold and that its vehicles are of sound quality. The false representations were material to consumers, because they concerned the quality of the GM Vehicles and because they played a significant role in the value of the GM vehicles.

405. GM had a duty to disclose the Cracked Dashboard Problem in GM Vehicles because it was known and/or accessible only to GM who had superior knowledge and access to the facts, and GM knew the facts were not known to or reasonably discoverable by Plaintiffs and the Indiana Class. These omitted and concealed facts were material because they directly impact the value of the GM Vehicles purchased or leased by Plaintiffs and the Indiana Class. Whether a manufacturer's products are of sound quality, and whether that manufacturer stands behind its products, are material concerns to a consumer.

406. GM actively concealed and/or suppressed these material facts, in whole or in part, to protect its profits and avoid recalls that would hurt the brand's image and cost GM money, and it did so at the expense of Plaintiffs and the Indiana Class.

407. On information and belief, GM has still not made full and adequate disclosure and continues to defraud Plaintiffs and the Indiana Class and conceal material information regarding the Cracked Dashboard Problem that exist in GM Vehicles.

408. Plaintiffs and the Indiana 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.

Plaintiffs' and the Indiana Class's actions were justified. GM was in exclusive control of the material facts and such facts were not known to the public, Plaintiffs, or the Indiana Class.

409. As a result of GM's concealment of, and failure to timely disclose, the Cracked Dashboard Problem in millions of GM Vehicles and the quality issues engendered by GM's corporate policies, Plaintiffs and the Indiana Class sustained monetary damage due to out-of-pocket payments expended to remedy the defect and because they own vehicles that diminished in value. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's fraudulent concealment.

410. Accordingly, GM is liable to the Indiana Class for their damages in an amount to be proven at trial.

411. GM's acts were done deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the Indiana Class's rights to enrich GM. GM'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.

COUNT XXII
FRAUD BY CONCEALMENT
(Brought on behalf the "Nevada Class")

412. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

413. GM concealed and suppressed material facts concerning the quality of its GM Vehicles and the GM brand.

414. GM concealed and suppressed material facts concerning the culture of GM—a culture characterized by an emphasis on cost-cutting, the studious avoidance of safety issues, and a shoddy design process.

415. GM concealed and suppressed material facts concerning Cracked Dashboard Problem plaguing GM Vehicles, and that it valued cost-cutting and took steps to ensure that its employees did not reveal known defects to regulators or consumers.

416. GM did so in order to boost confidence in its vehicles and falsely assure purchasers and lessors of its vehicles that GM was a reputable manufacturer that stands behind its vehicles after they are sold and that its vehicles are of sound quality. The false representations were material to consumers, because they concerned the quality of the GM Vehicles and because they played a significant role in the value of the GM vehicles.

417. GM had a duty to disclose the Cracked Dashboard Problem in GM Vehicles because it was known and/or accessible only to GM who had superior knowledge and access to the facts, and GM knew the facts were not known to or reasonably discoverable by Plaintiffs and the Nevada Class. These omitted and concealed facts were material because they directly impact the value of the GM Vehicles purchased or leased by Plaintiffs and the Nevada Class. Whether a manufacturer's products are of sound quality, and whether that manufacturer stands behind its products, are material concerns to a consumer.

418. GM actively concealed and/or suppressed these material facts, in whole or in part, to protect its profits and avoid recalls that would hurt the brand's image and cost GM money, and it did so at the expense of Plaintiffs and the Nevada Class.

419. On information and belief, GM has still not made full and adequate disclosure and continues to defraud Plaintiffs and the Nevada Class and conceal material information regarding the Cracked Dashboard Problem that exist in GM Vehicles.

420. Plaintiffs and the Nevada 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. Plaintiffs' and the Nevada Class's actions were justified. GM was in exclusive control of the material facts and such facts were not known to the public, Plaintiffs, or the Nevada Class.

421. As a result of GM's concealment of, and failure to timely disclose, the Cracked Dashboard Problem in millions of GM Vehicles and the quality issues engendered by GM's corporate policies, Plaintiffs and the Nevada Class sustained monetary damage due to out-of-pocket payments expended to remedy the defect and because they own vehicles that diminished in value. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's fraudulent concealment.

422. Accordingly, GM is liable to the Nevada Class for their damages in an amount to be proven at trial.

423. GM's acts were done deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the Nevada Class's rights to enrich GM. GM'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.

COUNT XXIII
FRAUD BY CONCEALMENT
(Brought on behalf the "Missouri Class")

424. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

425. GM concealed and suppressed material facts concerning the quality of its GM Vehicles and the GM brand.

426. GM concealed and suppressed material facts concerning the culture of GM—a culture characterized by an emphasis on cost-cutting, the studious avoidance of safety issues, and a shoddy design process.

427. GM concealed and suppressed material facts concerning Cracked Dashboard Problem plaguing GM Vehicles, and that it valued cost-cutting and took steps to ensure that its employees did not reveal known defects to regulators or consumers.

428. GM did so in order to boost confidence in its vehicles and falsely assure purchasers and lessors of its vehicles that GM was a reputable manufacturer that stands behind its vehicles after they are sold and that its vehicles are of sound quality. The false representations were material to consumers, because they concerned the quality of the GM Vehicles and because they played a significant role in the value of the GM vehicles.

429. GM had a duty to disclose the Cracked Dashboard Problem in GM Vehicles because it was known and/or accessible only to GM who had superior knowledge and access to the facts, and GM knew the facts were not known to or reasonably discoverable by Plaintiffs and the Missouri Class. These omitted and concealed facts were material because they directly impact the value of the GM Vehicles purchased or leased by Plaintiffs and the Missouri Class. Whether a manufacturer's products are of sound quality, and whether that manufacturer stands behind its products, are material concerns to a consumer.

430. GM actively concealed and/or suppressed these material facts, in whole or in part, to protect its profits and avoid recalls that would hurt the brand's image and cost GM money, and it did so at the expense of Plaintiffs and the Missouri Class.

431. On information and belief, GM has still not made full and adequate disclosure and continues to defraud Plaintiffs and the Missouri Class and conceal material information regarding the Cracked Dashboard Problem that exist in GM Vehicles.

432. Plaintiffs and the Missouri 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. Plaintiffs' and the Missouri Class's actions were justified. GM was in exclusive control of the material facts and such facts were not known to the public, Plaintiffs, or the Missouri Class.

433. As a result of GM's concealment of, and failure to timely disclose, the Cracked Dashboard Problem in millions of GM Vehicles and the quality issues engendered by GM's corporate policies, Plaintiffs and the Missouri Class sustained monetary damage due to out-of-pocket payments expended to remedy the defect and because they own vehicles that diminished in value. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's fraudulent concealment.

434. Accordingly, GM is liable to the Missouri Class for their damages in an amount to be proven at trial.

435. GM's acts were done deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the Missouri Class's rights to enrich GM. GM'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.

COUNT XXIV
FRAUD BY CONCEALMENT
(Brought on behalf the “South Carolina Class”)

436. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

437. GM concealed and suppressed material facts concerning the quality of its GM Vehicles and the GM brand.

438. GM concealed and suppressed material facts concerning the culture of GM—a culture characterized by an emphasis on cost-cutting, the studious avoidance of safety issues, and a shoddy design process.

439. GM concealed and suppressed material facts concerning Cracked Dashboard Problem plaguing GM Vehicles, and that it valued cost-cutting and took steps to ensure that its employees did not reveal known defects to regulators or consumers.

440. GM did so in order to boost confidence in its vehicles and falsely assure purchasers and lessors of its vehicles that GM was a reputable manufacturer that stands behind its vehicles after they are sold and that its vehicles are of sound quality. The false representations were material to consumers, because they concerned the quality of the GM Vehicles and because they played a significant role in the value of the GM vehicles.

441. GM had a duty to disclose the Cracked Dashboard Problem in GM Vehicles because it was known and/or accessible only to GM who had superior knowledge and access to the facts, and GM knew the facts were not known to or reasonably discoverable by Plaintiffs and the South Carolina Class. These omitted and concealed facts were material because they directly

impact the value of the GM Vehicles purchased or leased by Plaintiffs and the South Carolina Class. Whether a manufacturer's products are of sound quality, and whether that manufacturer stands behind its products, are material concerns to a consumer.

442. GM actively concealed and/or suppressed these material facts, in whole or in part, to protect its profits and avoid recalls that would hurt the brand's image and cost GM money, and it did so at the expense of Plaintiffs and the South Carolina Class.

443. On information and belief, GM has still not made full and adequate disclosure and continues to defraud Plaintiffs and the South Carolina Class and conceal material information regarding the Cracked Dashboard Problem that exist in GM Vehicles.

444. Plaintiffs and the South Carolina 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. Plaintiffs' and the South Carolina Class's actions were justified. GM was in exclusive control of the material facts and such facts were not known to the public, Plaintiffs, or the South Carolina Class.

445. As a result of GM's concealment of, and failure to timely disclose, the Cracked Dashboard Problem in millions of GM Vehicles and the quality issues engendered by GM's corporate policies, Plaintiffs and the South Carolina Class sustained monetary damage due to out-of-pocket payments expended to remedy the defect and because they own vehicles that diminished in value. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's fraudulent concealment.

446. Accordingly, GM is liable to the South Carolina Class for their damages in an amount to be proven at trial.

447. GM's acts were done deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the South Carolina Class's rights to enrich GM. GM'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.

COUNT XXV
FRAUD BY CONCEALMENT
(Brought on behalf the "Texas Class")

448. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

449. GM concealed and suppressed material facts concerning the quality of its GM Vehicles and the GM brand.

450. GM concealed and suppressed material facts concerning the culture of GM—a culture characterized by an emphasis on cost-cutting, the studious avoidance of safety issues, and a shoddy design process.

451. GM concealed and suppressed material facts concerning Cracked Dashboard Problem plaguing GM Vehicles, and that it valued cost-cutting and took steps to ensure that its employees did not reveal known defects to regulators or consumers.

452. GM did so in order to boost confidence in its vehicles and falsely assure purchasers and lessors of its vehicles that GM was a reputable manufacturer that stands behind its vehicles after they are sold and that its vehicles are of sound quality. The false representations were material to consumers, because they concerned the quality of the GM Vehicles and because they played a significant role in the value of the GM vehicles.

453. GM had a duty to disclose the Cracked Dashboard Problem in GM Vehicles because it was known and/or accessible only to GM who had superior knowledge and access to the facts, and GM knew the facts were not known to or reasonably discoverable by Plaintiffs and the Texas Class. These omitted and concealed facts were material because they directly impact the value of the GM Vehicles purchased or leased by Plaintiffs and the Texas Class. Whether a manufacturer's products are of sound quality, and whether that manufacturer stands behind its products, are material concerns to a consumer.

454. GM actively concealed and/or suppressed these material facts, in whole or in part, to protect its profits and avoid recalls that would hurt the brand's image and cost GM money, and it did so at the expense of Plaintiffs and the Texas Class.

455. On information and belief, GM has still not made full and adequate disclosure and continues to defraud Plaintiffs and the Texas Class and conceal material information regarding the Cracked Dashboard Problem that exist in GM Vehicles.

456. Plaintiffs and the Texas 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. Plaintiffs' and the Texas Class's actions were justified. GM was in exclusive control of the material facts and such facts were not known to the public, Plaintiffs, or the Texas Class.

457. As a result of GM's concealment of, and failure to timely disclose, the Cracked Dashboard Problem in millions of GM Vehicles and the quality issues engendered by GM's corporate policies, Plaintiffs and the Texas Class sustained monetary damage due to out-of-pocket payments expended to remedy the defect and because they own vehicles that diminished in value. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased

them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's fraudulent concealment.

458. Accordingly, GM is liable to the Texas Class for their damages in an amount to be proven at trial.

459. GM's acts were done deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the Texas Class's rights to enrich GM. GM'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.

COUNT XXVI
FRAUD BY CONCEALMENT
(Brought on behalf the "Virginia Class")

460. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

461. GM concealed and suppressed material facts concerning the quality of its GM Vehicles and the GM brand.

462. GM concealed and suppressed material facts concerning the culture of GM—a culture characterized by an emphasis on cost-cutting, the studious avoidance of safety issues, and a shoddy design process.

463. GM concealed and suppressed material facts concerning Cracked Dashboard Problem plaguing GM Vehicles, and that it valued cost-cutting and took steps to ensure that its employees did not reveal known defects to regulators or consumers.

464. GM did so in order to boost confidence in its vehicles and falsely assure purchasers and lessors of its vehicles that GM was a reputable manufacturer that stands behind its vehicles after they are sold and that its vehicles are of sound quality. The false representations

were material to consumers, because they concerned the quality of the GM Vehicles and because they played a significant role in the value of the GM vehicles.

465. GM had a duty to disclose the Cracked Dashboard Problem in GM Vehicles because it was known and/or accessible only to GM who had superior knowledge and access to the facts, and GM knew the facts were not known to or reasonably discoverable by Plaintiffs and the Virginia Class. These omitted and concealed facts were material because they directly impact the value of the GM Vehicles purchased or leased by Plaintiffs and the Virginia Class. Whether a manufacturer's products are of sound quality, and whether that manufacturer stands behind its products, are material concerns to a consumer.

466. GM actively concealed and/or suppressed these material facts, in whole or in part, to protect its profits and avoid recalls that would hurt the brand's image and cost GM money, and it did so at the expense of Plaintiffs and the Virginia Class.

467. On information and belief, GM has still not made full and adequate disclosure and continues to defraud Plaintiffs and the Virginia Class and conceal material information regarding the Cracked Dashboard Problem that exist in GM Vehicles.

468. Plaintiffs and the Virginia 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. Plaintiffs' and the Virginia Class's actions were justified. GM was in exclusive control of the material facts and such facts were not known to the public, Plaintiffs, or the Virginia Class.

469. As a result of GM's concealment of, and failure to timely disclose, the Cracked Dashboard Problem in millions of GM Vehicles and the quality issues engendered by GM's corporate policies, Plaintiffs and the Virginia Class sustained monetary damage due to out-of-pocket payments expended to remedy the defect and because they own vehicles that diminished

in value. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's fraudulent concealment.

470. Accordingly, GM is liable to the Virginia Class for their damages in an amount to be proven at trial.

471. GM's acts were done deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the Texas Class's rights to enrich GM. GM'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.

COUNT XXVII
FRAUD BY CONCEALMENT
(Brought on behalf the "Wisconsin Class")

472. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

473. GM concealed and suppressed material facts concerning the quality of its GM Vehicles and the GM brand.

474. GM concealed and suppressed material facts concerning the culture of GM—a culture characterized by an emphasis on cost-cutting, the studious avoidance of safety issues, and a shoddy design process.

475. GM concealed and suppressed material facts concerning Cracked Dashboard Problem plaguing GM Vehicles, and that it valued cost-cutting and took steps to ensure that its employees did not reveal known defects to regulators or consumers.

476. GM did so in order to boost confidence in its vehicles and falsely assure purchasers and lessors of its vehicles that GM was a reputable manufacturer that stands behind its vehicles after they are sold and that its vehicles are of sound quality. The false representations were material to consumers, because they concerned the quality of the GM Vehicles and because they played a significant role in the value of the GM vehicles.

477. GM had a duty to disclose the Cracked Dashboard Problem in GM Vehicles because it was known and/or accessible only to GM who had superior knowledge and access to the facts, and GM knew the facts were not known to or reasonably discoverable by Plaintiffs and the Wisconsin Class. These omitted and concealed facts were material because they directly impact the value of the GM Vehicles purchased or leased by Plaintiffs and the Wisconsin Class. Whether a manufacturer's products are of sound quality, and whether that manufacturer stands behind its products, are material concerns to a consumer.

478. GM actively concealed and/or suppressed these material facts, in whole or in part, to protect its profits and avoid recalls that would hurt the brand's image and cost GM money, and it did so at the expense of Plaintiffs and the Wisconsin Class.

479. On information and belief, GM has still not made full and adequate disclosure and continues to defraud Plaintiffs and the Wisconsin Class and conceal material information regarding the Cracked Dashboard Problem that exist in GM Vehicles.

480. Plaintiffs and the Wisconsin 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. Plaintiffs' and the Wisconsin Class's actions were justified. GM was in exclusive control of the material facts and such facts were not known to the public, Plaintiffs, or the Wisconsin Class.

481. As a result of GM's concealment of, and failure to timely disclose, the Cracked Dashboard Problem in millions of GM Vehicles and the quality issues engendered by GM's corporate policies, Plaintiffs and the Wisconsin Class sustained monetary damage due to out-of-pocket payments expended to remedy the defect and because they own vehicles that diminished in value. Had they been aware of the Cracked Dashboard Problem that existed in GM Vehicles, Plaintiffs either would have paid less for their vehicles or would not have purchased or leased them at all. Plaintiffs did not receive the benefit of their bargain as a result of GM's fraudulent concealment.

482. Accordingly, GM is liable to the Wisconsin Class for their damages in an amount to be proven at trial.

483. GM's acts were done deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the Texas Class's rights to enrich GM. GM'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.

COUNT XXVIII
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(ARK. CODE ANN. § 4-2-314)
(Brought on behalf the "Arkansas Class")

484. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

485. GM was a merchant with respect to motor vehicles within the meaning of ARK. CODE ANN. § 4-2-104(1).

486. Under ARK. CODE ANN. § 4-2-314, a warranty that the GM Vehicles were in merchantable condition was implied by law in the transactions when Plaintiffs purchased their GM Vehicles.

487. These vehicles, when sold and at all times thereafter, were not merchantable and are not fit for the ordinary purpose for which cars are used. Specifically, the GM Vehicles are inherently defective because of the Cracked Dashboard Problem that causes the GM Vehicles' dashboards to crack and shatter around the steering column and passenger airbag and thus become susceptible to quality and safety issues.

488. GM has been apprised of these issues by numerous individual complaints to GM representatives or dealerships and service requests by Plaintiffs and the Arkansas Class before or within a reasonable amount of time.

489. As a direct and proximate result of GM's breach of the implied warranty of merchantability, Plaintiffs and the Arkansas Class have been damaged in an amount to be proven at trial.

COUNT XXIX
VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT
FOR BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(CAL. CIV. CODE §§ 1791.1 & 1792)
(Brought on behalf of the "California Class")

490. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

491. Plaintiffs and California Subclass members are "buyers" within the meaning of CAL. CIV. CODE § 1791(b).

492. The GM Vehicles are "consumer goods" within the meaning of CIV. CODE § 1791(a).

493. GM was a "manufacturer" of the GM Vehicles within the meaning of CAL. CIV. CODE § 1791(j).

494. GM impliedly warranted to Plaintiffs and the California Subclass that its GM Vehicles were “merchantable” within the meaning of CAL. CIV. CODE §§ 1791.1(a) & 1792; however, the GM Vehicles do not have the quality that a buyer would reasonably expect, and were therefore not merchantable.

495. CAL. CIV. CODE § 1791.1(a) states: “Implied warranty of merchantability” or “implied warranty that goods are merchantable” means that the consumer goods meet each of the following: (1) Pass without objection in the trade under the contract description. (2) Are fit for the ordinary purposes for which such goods are used. (3) Are adequately contained, packaged, and labeled. (4) Conform to the promises or affirmations of fact made on the container or label.

496. The GM Vehicles would not pass without objection in the automotive trade because of the Cracked Dashboard Problem that causes the GM Vehicles’ dashboards to crack and shatter around the steering column and passenger airbag.

497. Because of the Cracked Dashboard Problem, the GM Vehicles become susceptible to quality and safety issues and thus not fit for ordinary purposes.

498. The GM Vehicles are not adequately labeled because the labeling fails to disclose the Cracked Dashboard Problem and does not advise Class members how to address cracked and splintered dashboards.

499. GM breached the implied warranty of merchantability by selling GM Vehicles containing defects leading to the cracking and splintering of GM Vehicle dashboards during ordinary driving conditions. These defects have deprived Plaintiffs and the California Subclass of the benefit of their bargain and have caused the GM Vehicles to depreciate in value.

500. Notice of breach is not required because Plaintiffs and California Subclass members did not purchase their automobiles directly from GM.

501. As a direct and proximate result GM's breach of its duties under California's Lemon Law, Plaintiffs and California Subclass members received goods whose condition substantially impairs their value. Plaintiffs and the California Subclass have been damaged by out-of-pocket expenses used in an attempt to remedy the defect and by the diminished value of GM's products.

502. Under CAL. CIV. CODE §§ 1791.1(d) & 1794, Plaintiffs and California Subclass members are entitled to damages and other legal and equitable relief including, at their election, the purchase price of their GM Vehicles, or the overpayment or diminution in value of their GM Vehicles.

503. Under CAL. CIV. CODE § 1794, Plaintiffs and California Subclass members are entitled to costs and attorneys' fees.

COUNT XXX
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(IND. CODE § 26-1-2-314)
(Brought on behalf of the "Indiana Class")

504. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

505. GM was a merchant with respect to motor vehicles within the meaning of IND. CODE § 26-1-2-104(1).

506. Under IND. CODE § 26-1-2-314, a warranty that the GM Vehicles were in merchantable condition was implied by law in the transactions when Plaintiffs purchased their GM Vehicles.

507. These vehicles, when sold and at all times thereafter, were not merchantable and are not fit for the ordinary purpose for which cars are used. Specifically, the GM Vehicles are inherently defective because of the Cracked Dashboard Problem that causes the GM Vehicles'

dashboards to crack and shatter around the steering column and passenger airbag and thus become susceptible to quality and safety issues.

508. GM has been apprised of these issues by numerous individual complaints to GM representatives or dealerships and service requests by Plaintiffs and the Indiana Class before or within a reasonable amount of time.

509. As a direct and proximate result of GM's breach of the implied warranty of merchantability, Plaintiffs and the Indiana Class have been damaged in an amount to be proven at trial.

COUNT XXXI
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(NEV. REV. STAT. § 104.2314)
(Brought on behalf of the "Nevada Class")

510. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

511. GM was a merchant with respect to motor vehicles within the meaning of NEV. REV. STAT. § 104.2104(1).

512. NEV. REV. STAT. § 104.2314, a warranty that the GM Vehicles were in merchantable condition was implied by law in the transactions when Plaintiffs purchased their GM Vehicles.

513. These vehicles, when sold and at all times thereafter, were not merchantable and are not fit for the ordinary purpose for which cars are used. Specifically, the GM Vehicles are inherently defective because of the Cracked Dashboard Problem that causes the GM Vehicles' dashboards to crack and shatter around the steering column and passenger airbag and thus become susceptible to quality and safety issues.

514. GM has been apprised of these issues by numerous individual complaints to GM representatives or dealerships and service requests by Plaintiffs and the Nevada Class before or within a reasonable amount of time.

515. As a direct and proximate result of GM's breach of the implied warranty of merchantability, Plaintiffs and the Nevada Class have been damaged in an amount to be proven at trial.

COUNT XXXII
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(MO. REV. STAT. § 400.2-314)
(Brought on behalf of "Missouri Class")

516. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

517. GM was a merchant with respect to motor vehicles within the meaning of MO. REV. STAT. § 400.2-314(1).

518. Under MO. REV. STAT. § 400.2-314, a warranty that the GM Vehicles were in merchantable condition was implied by law in the transactions when Plaintiffs purchased their GM Vehicles.

519. These vehicles, when sold and at all times thereafter, were not merchantable and are not fit for the ordinary purpose for which cars are used. Specifically, the GM Vehicles are inherently defective because of the Cracked Dashboard Problem that causes the GM Vehicles' dashboards to crack and shatter around the steering column and passenger airbag and thus become susceptible to quality and safety issues.

520. GM has been apprised of these issues by numerous individual complaints to GM representatives or dealerships and service requests by Plaintiffs and the Missouri Class before or within a reasonable amount of time.

521. As a direct and proximate result of GM's breach of the implied warranty of merchantability, Plaintiffs and the Missouri Class have been damaged in an amount to be proven at trial.

COUNT XXXIII
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(S.C. CODE § 36-2-314)
(Brought on behalf of the "South Carolina Class")

522. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

523. New GM was a merchant with respect to motor vehicles under S.C. CODE § 36-2-314.

524. Under S.C. CODE § 36-2-314, a warranty that the GM Vehicles were in merchantable condition was implied by law when Plaintiffs and the Class purchased the vehicles.

525. These vehicles, when sold and at all times thereafter, were not merchantable and are not fit for the ordinary purpose for which cars are used. Specifically, the GM Vehicles are inherently defective because of the Cracked Dashboard Problem that causes the GM Vehicles' dashboards to crack and shatter around the steering column and passenger airbag and thus become susceptible to quality and safety issues.

526. GM has been apprised of these issues by numerous individual complaints to GM representatives or dealerships and service requests by Plaintiffs and the South Carolina Class before or within a reasonable amount of time.

527. As a direct and proximate result of GM's breach of the implied warranty of merchantability, Plaintiffs and the South Carolina Class have been damaged in an amount to be proven at trial.

COUNT XXXIV

BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(TEX. BUS. & COM. CODE § 2.314)
(Brought on behalf of the “Texas Class”)

528. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

529. New GM was a merchant with respect to motor vehicles under TEX. BUS. & COM. CODE § 2.104.

530. Under TEX. BUS. & COM. CODE § 2.314, a warranty that the GM Vehicles were in merchantable condition was implied by law in the transaction in which Plaintiffs and the Texas Class purchased their GM Vehicles.

531. These vehicles, when sold and at all times thereafter, were not merchantable and are not fit for the ordinary purpose for which cars are used. Specifically, the GM Vehicles are inherently defective because of the Cracked Dashboard Problem that causes the GM Vehicles’ dashboards to crack and shatter around the steering column and passenger airbag and thus become susceptible to quality and safety issues.

532. GM has been apprised of these issues by numerous individual complaints to GM representatives or dealerships and service requests by Plaintiffs and the Texas Class before or within a reasonable amount of time.

533. As a direct and proximate result of GM’s breach of the implied warranty of merchantability, Plaintiffs and the Texas Class have been damaged in an amount to be proven at trial.

COUNT XXXV
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(VA. CODE ANN. § 8.2-314)
(Brought on behalf of the “Virginia Class”)

534. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

535. GM was at all relevant times a merchant with respect to motor vehicles.

536. Under VA. CODE ANN. § 8.2-314, a warranty that the GM Vehicles were in merchantable condition was implied by law in the transaction in which Plaintiffs and the Virginia Class purchased their GM Vehicles.

537. These vehicles, when sold and at all times thereafter, were not merchantable and are not fit for the ordinary purpose for which cars are used. Specifically, the GM Vehicles are inherently defective because of the Cracked Dashboard Problem that causes the GM Vehicles' dashboards to crack and shatter around the steering column and passenger airbag and thus become susceptible to quality and safety issues.

538. GM has been apprised of these issues by numerous individual complaints to GM representatives or dealerships and service requests by Plaintiffs and the Virginia Class before or within a reasonable amount of time.

539. As a direct and proximate result of GM's breach of the implied warranty of merchantability, Plaintiffs and the Virginia Class have been damaged in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf all others similarly situated, respectfully request that this Court enter a judgment against GM and in favor of Plaintiffs and the Classes 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/or 23(b)(3), or alternatively certify all issues and claims that are

appropriately certified; and designate and appoint Plaintiffs as Class Representatives and Plaintiffs' 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 otherwise in violation of law, enjoin any such future conduct, and will establish by Court decree and administration under Court supervision a program funded by GM under which claims can be made and paid for Plaintiffs' and Class members' out-of-pocket expenses and costs;

C. Award Plaintiffs and Class members actual, compensatory damages or, in the alternative, statutory damages, as proven at trial;

D. Award Plaintiffs and the Class members exemplary damages in such amount as proven;

E. Award damages and other remedies, including but not limited to statutory penalties, as allowed by the consumer laws of the various states;

F. Award Plaintiffs and the Class members their reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest;

G. Award Plaintiffs and the 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 request a trial by jury on the legal claims, as set forth herein.

Dated: April 13, 2014

Respectfully submitted,
s/ Jeffrey A. Leon

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