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9  
10 UNITED STATES DISTRICT COURT  
11 EASTERN DISTRICT OF CALIFORNIA  
12

13 CHRIS AGUILAR, individually, and on  
14 behalf of a class of similarly situated  
individuals,

15 Plaintiff,

16 v.

17 GENERAL MOTORS LLC, a Delaware  
18 Limited Liability Company; GENERAL  
MOTORS COMPANY, a Delaware  
19 Corporation,

20 Defendants.  
21

Case No.:

**CLASS ACTION COMPLAINT FOR:**

- (1) Violations of California Consumer Legal Remedies Act
- (2) Violations of Unfair Business Practices Act
- (3) Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty Act
- (4) Violation of the Magnuson-Moss Warranty Act
- (5) Breach of Express Warranty pursuant to Cal. Comm. Code § 2313

**Jury Trial Demanded As to All Claims So Triable**

1           1.       Plaintiff Chris Aguilar (“Plaintiff”) brings this action for himself and on behalf  
2 all persons in the United States who purchased or leased any 2009 through 2012 GMC Acadia,  
3 2009 through 2012 Buick Enclave, or 2009 through 2012 Chevrolet Traverse vehicles  
4 (collectively, “Class Vehicles”)<sup>1</sup> designed, manufactured marketed, distributed, sold,  
5 warranted and serviced by General Motors, LLC and General Motors Company (collectively,  
6 “General Motors” or “GM”). Plaintiff alleges as follows upon personal knowledge as to  
7 himself and his own acts and experiences, and, as to all other matters, upon information and  
8 belief, including investigation conducted by his attorneys.

9                           **NATURE OF THE CASE & COMMON ALLEGATIONS OF FACT**

10           2.       This action arises out of a uniform and widespread defect in the integral  
11 steering system of an entire class of automobiles that poses an extremely unreasonable safety  
12 risk not only to the driver and passengers of the vehicle, but to other drivers on the road and  
13 pedestrians on the streets.

14           3.       Upon information and belief, the Class Vehicles’ steering system is defective  
15 because steering may intermittently and drastically fail while the car is in motion (the  
16 “Steering Defect”), thus creating a serious safety risk.

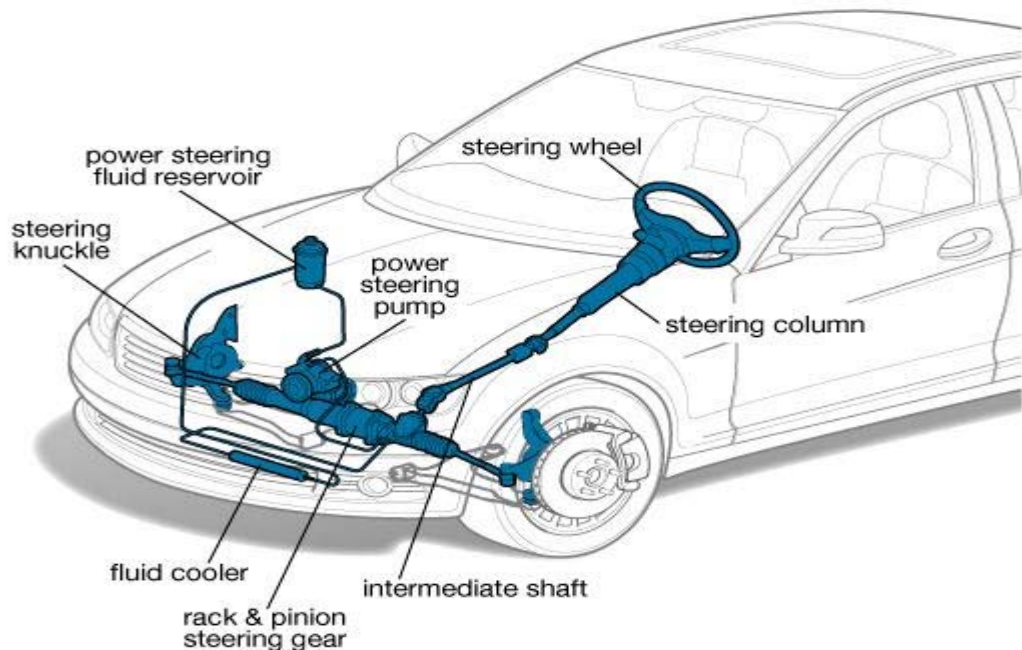
17           4.       An automobile’s ability to respond to driver input is one of the most critical  
18 components of vehicle control, stability and safety. The steering wheel is the driver’s sole  
19 source of maneuvering and directing the vehicle based on driver input. Modern automobiles  
20 can travel at speeds in excess of 80 miles per hour on roads and highways filled with other  
21 automobiles travelling at similar speeds. Precise and calibrated control of the nearly 5,000  
22 pound automobile that hurtles down roads is an essential safety function. A fully functional,  
23 responsive steering wheel is an integral component of a safe automobile.

24           5.       The GMC Acadia, Chevrolet Traverse and Buick Enclave make up the Lambda  
25 crossover platform. All three vehicles employ the same common design and interchangeable  
26

27                           <sup>1</sup> The proposed Class Vehicles include only vehicles manufactured and sold after  
28 *In re General Motors Corp. et al*, administered in the United States Bankruptcy Court for the Southern District of New York.  
*See In re General Motors Corp*, Case No. 09-50026 (Bankr. S.D.N.Y. July 5, 2009).

1 components that include the GM designed and manufactured LLT 3.6 liter gasoline direct  
2 injected engine, a six speed 6T75 transmission and common suspension system. Most  
3 significantly, the Lambda platform also shares the same steering system.

4 6. The Class Vehicles steering system is composed of a rack and pinion, steering  
5 column, steering gear, steering gear bushings, power steering pump, and steering wheel. The  
6 generic illustration below shows a steering system (not configured precisely as the Class  
7 Vehicles' steering system).



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20 7. As a result of the defect in the Class Vehicles' steering systems, consumers will  
21 be required to pay hundreds, if not thousands, of dollars to replace the steering wheel, steering  
22 column, rack and pinion, steering pump, steering gear, steering gear bushings, grommet,  
23 and/or other steering related components.

24 8. In addition to these monetary costs, the Class Vehicles and their power steering  
25 systems present a safety hazard and are unreasonably dangerous to consumers. The steering  
26 system is one of the most important mechanical components for vehicle control and safe  
27 driving. A defective steering system can have serious consequences on the handling,  
28 maneuvering and stability of Class Vehicles while in operation, thereby contributing to car

1 accidents, which can cause personal injury or death.

2 9. Plaintiff is informed and believes, and based thereon alleges, that prior to sale  
3 of the Class Vehicles, Defendants knew that the Class Vehicles and their steering systems  
4 were defective and not fit for their intended purpose of providing consumers with safe and  
5 reliable transportation. Nevertheless, Defendants have actively concealed and failed to  
6 disclose this defect to Plaintiff and Class Members at the time of purchase or lease and  
7 thereafter.

8 10. In brochures for the Acadia line of vehicles, GM advertised that their vehicles  
9 employ “power rack-and-pinion steering” for “precise and accurate response” to driver input  
10 and “positive on-center feel at highway speeds, as well as extra low-speed assist for  
11 maneuvering in tight spaces.”

12 11. GM owners in surprising numbers have reported multiple episodes of the  
13 Steering Defect to their dealers and to the National Highway Traffic Safety Administration  
14 (“NHTSA”). Below is a typical example:

15 THE CONTACT OWNS A 2010 GMC ACADIA. WHILE  
16 DRIVING APPROXIMATELY 60 MPH THE STEERING  
17 WHEEL LOCKED AND THE WOULD NOT TURN TO THE  
18 LEFT OR RIGHT. THE CONTACT APPLIED EXCESSIVE  
19 FORCE TO THE STEERING WHEEL IN ORDER TO  
20 MANEUVER THE VEHICLE. THE VEHICLE WAS TAKEN  
21 TO THE DEALER WHERE THE TECHNICIANS REPLACED  
22 THE STEERING PUMP. THE FAILURE OCCURRED THREE  
23 TIMES AND WAS TAKEN TO THE DEALER. THE  
24 TECHNICIANS REPLACED THE STEERING PUMP, PIPE  
25 AND GASKETS. THE VEHICLE WAS NOT TAKEN TO THE  
26 DEALER FOR DIAGNOSTICS A THIRD TIME. THE  
27 VEHICLE WAS NOT REPAIRED. THE APPROXIMATE  
28 FAILURE MILEAGE WAS 30,000.

23 12. Each class vehicle is sold with a 3 year/ 36,000 mile basic bump-to-bumper<sup>2</sup>  
24 written express warranty and a 5 year/ 100,000 mile “Drivetrain” written express warranty,  
25 wherein GM affirmatively promised to repair defects in the Class Vehicles during the  
26 prescribed period at no cost to the owner.

27 13. Plaintiff is informed and believes, and based thereon alleges, that even where

28 <sup>2</sup> The Buick Enclave comes with a 4 year/ 50,000 mile bumper-to-bumper warranty.

1 Defendants agree to address consumer complaints of power steering being nonresponsive  
2 and/or completely failing, Defendants merely replace the defective rack and pinion, power  
3 steering pump, bushings, or steering gear with the same defective components.

4 14. Plaintiff is informed and believes, and based thereon alleges, that the repairs are  
5 a temporary mask that will last only long enough to ensure that the Steering Defect manifests  
6 outside of the Class Vehicles' express warranty period. Ultimately, this leaves consumers  
7 with defective vehicles that are substantially certain to again experience the Steering Defect  
8 and costly repairs, as well as the associated safety hazards.

9 15. Plaintiff is also informed and believes, and based thereon alleges, that  
10 Defendants are aware that repairing the same defective steering components does not fix the  
11 Steering Defect. Rather, Defendants implemented this temporary fix to ensure that the  
12 Steering Defect occurs outside of the warranty period so that Defendants can unfairly shift  
13 financial responsibility for the Steering Defect to Class Members.

14 16. Plaintiff is informed and believes, and based thereon alleges, that despite notice  
15 of the defect from numerous consumer complaints and dealership repair orders, Defendants  
16 have not recalled the Class Vehicles to repair the defects, have not offered their customers a  
17 suitable repair or replacement free of charge, and have not offered to reimburse the Class  
18 Vehicles' owners and leaseholders in full for the costs they incurred in diagnosing and  
19 repairing the Steering Defect.

20 17. As a result of their reliance on Defendants' omissions and/or  
21 misrepresentations, owners and/or lessees of the Class Vehicles have suffered an ascertainable  
22 loss of money, property, and/or value to their Class Vehicles.

23 18. As a result of Defendants' misconduct, Plaintiff and Class Members have been  
24 harmed and have suffered actual damages in that their steering systems experience continuous  
25 and progressive problems, and have failed and will continue to fail before their expected  
26 useful life has run.

27 19. As a result of Defendants' misconduct, Plaintiff and other Class Members have  
28 suffered injury in fact, and have lost money or property.

**PARTIES**

**Plaintiff Chris Aguilar**

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3       20. Plaintiff CHRIS AGUILAR is a California citizen who resides in Fresno,  
4 California. On or around May 7, 2010, Mr. Aguilar financed and purchased a 2010 Chevrolet  
5 from Hedrick Chevrolet, an authorized Chevrolet dealer in Clovis, California. The vehicle  
6 was manufactured, sold, distributed, advertised, marketed, and warranted by Defendants, and  
7 bears the Vehicle Identification Number 1GNLRGED1AS136805. The vehicle bears a  
8 production date of 10/2009.

9       21. A determining factor in the purchase of his vehicle was passenger safety,  
10 including the safety of his grandchildren, of whom he planned to transport. Mr. Aguilar took  
11 time and care to research the Chevrolet Traverse and asked the dealership questions regarding  
12 the safety of the vehicle for the driver and passengers.

13       22. Prior to purchase, Mr. Aguilar reviewed advertising and dealership brochures  
14 concerning the 2010 Chevrolet Traverse. Moreover, Mr. Aguilar remembers viewing  
15 television commercials touting the characteristics of the 2010 Chevrolet Traverse. Mr.  
16 Aguilar relied on these brochures and advertisements and they were instrumental in his  
17 purchase of the Chevrolet Traverse.

18       23. Mr. Aguilar purchased this vehicle primarily for his personal, family, or  
19 household purposes.

20       24. After experiencing vibrations within the steering wheel during the normal  
21 course of driving, in or around August 24, 2010, at approximately 8,935 miles, Mr. Aguilar  
22 took his vehicle to Hedrick Chevrolet, the same dealership from where he purchased it,  
23 complaining of loud noises originating from the steering wheel and general instability in the  
24 steering column. The dealer confirmed Mr. Aguilar's complaints and replaced the CV Joint  
25 and accompanying boot, assuming that to be the issue.

26       25. Within two months, Mr. Aguilar began to experience the same noises  
27 originating from the steering system. Believing the dealership to be the issue, in or around  
28 October 14, 2010, at approximately 11,217 miles, Mr. Aguilar took his 2010 Chevrolet

1 Traverse to a different Chevrolet dealership, Michael Automotive Center of Fresno,  
2 California. The mechanics at Chevrolet denied hearing the noise, yet still replaced the  
3 intermediate steering shaft, part description "SHAFT 6.526" on his repair order.

4 26. Less than two weeks later, on or around October 27, 2010, at approximately  
5 11,796 miles, Mr. Aguilar began to experience the same noises emanating from the steering  
6 column and again took his vehicle back to Michael Automotive Center, the same Chevrolet  
7 dealership. The dealer again confirmed Mr. Aguilar's complaints and replaced the rack gear,  
8 part description "GEAR 6.508" on his repair order, and told him the noise should disappear in  
9 time. However, the noise continued.

10 27. In or around December 22, 2011, at approximately 30,489 miles, Plaintiff  
11 complained of, according to his repair order, a "Loud whinning (sic) noise that seems to be  
12 coming from power steering and has been occurring since when we replaced steering gear and  
13 told customer noise should go away when driving." Additionally, the repair order goes on to  
14 state the "vehicle is pulling to the left when driving and will cause steering wheel to hesitate  
15 when turning." The mechanics at Michael Automotive Center replaced the power steering  
16 pump, part description "Pump 6.605", and the power steering gear assembly, part description  
17 "Gear 6.508."

18 28. Currently, Mr. Aguilar's 2010 Chevrolet Traverse continues to have steering  
19 issues related to the Steering Defect, including loss of power steering, hard steering, forceful  
20 pulling to the left and right, and loss of steering control, as if the front end of the vehicle is  
21 floating or gliding while driving. These steering issues continue, despite numerous repair  
22 attempts.

23 29. Safe and reliable steering is and always has been an important factor for Mr.  
24 Aguilar. Had GM informed him of the Steering Defect before purchase, he would not have  
25 purchased the subject vehicle or would have paid less for it.

26 30. At all times, Mr. Aguilar has driven his vehicle in a foreseeable manner and in  
27 the manner in which it was intended to be used.

28 ///







1 consumers. As a result of this failure, Plaintiff and Class Members have been damaged.

2 **The Steering Defect Poses An Unreasonable Safety Hazard**

3 43. Class Vehicles have habitually suffered steering system failure while in traffic,  
4 creating a very serious safety hazard. These failures often result in the steering wheel locking,  
5 loss of power steering while in motion, knocking, bumping, or grinding noises while turning,  
6 steering wheel instability, and total steering wheel failure.

7 44. Hundreds, if not thousands, of purchasers and lessees of the Class Vehicles  
8 have experienced problems with the steering system. Complaints filed by consumers with the  
9 NHTSA and posted on the Internet demonstrate that the defect is widespread and dangerous,  
10 expensive to repair, and that it manifests without warning. The complaints also indicate  
11 Defendants' awareness of the problems with the steering system, the costs associated with the  
12 necessary repairs, and how potentially dangerous the defective condition is for consumers.  
13 The following are some safety complaints relating to steering system failure (spelling and  
14 grammar mistakes remain as found in the original):

15 **NHTSA Complaints:**

- 16 (a) [2009 GMC ACADIA] TL\* THE CONTACT OWNS A 2009 GMC  
17 ACADIA. WHILE DRIVING APPROXIMATELY 5 MPH, THE  
18 CONTACT HEARD A SQUEAKING SOUND COMING FROM THE  
19 STEERING. THE VEHICLE WAS TAKEN TO THE DEALER FOR  
20 DIAGNOSTICS. THE TECHNICIAN STATED TO THE CONTACT  
21 THAT THE RACK AND PINION WOULD HAVE TO BE  
22 REPLACED. THE VEHICLE WAS NOT REPAIRED. THE  
23 APPROXIMATE FAILURE MILEAGE WAS 43,000. UPDATED  
24 02/01/12 \*BF THE CONSUMER STATED THE PROBLEM HAS  
25 BECOME MORE INTENSE AND THE RUBBING NOISE IS MORE  
26 PRONOUNCED, THE STEERING WHEEL MADE A NOTICEABLE  
27 CLICK WHEN RETURNING TO NEUTRAL FROM BOTH THE  
28 LEFT AND THE RIGHT AT SLOW SPEEDS. THE CONSUMER  
STATED THE POWER STEERING PUMP HAS BEEN REPLACED  
THREE TIMES. THE CONSUMER ALSO STATED HE WOULD BE  
HAVING THE STEERING RACK AND PINION GEAR BOX  
REPLACED. UPDATED 02/08/12
- (b) 2009 GMC ACADIA; STEERING RACK FAILURE. THIS IS THE  
THIRD FAILURE SINCE TAKING DELIVERY OF THE VEHICLE  
IN JANUARY 2009. DEALER WILL REPAIR UNDER WARRANTY  
HOWEVER, THE REPLACEMENT PARTS ARE CLEARLY NOT  
FIXING THE PROBLEM. POSSIBLE LOSS OF VEHICLE  
CONTROL WHEN THE RACK FAILS COMPLETELY AND  
SUDDENLY. MORE OFTEN, THE RACK WILL LEAK

1 INTERNALLY GIVING OWNER "TIME" TO REPAIR. NHTSA  
2 NEEDS TO INVESTIGATE AS THE CARS AFFECTED ARE  
3 NUMEROUS. THEY INCLUDE THE ACADIA, THE SATURN  
4 OUTLOOK, BUICK ENCLAVE AND A SIMILAR CHEVROLET  
5 MODEL (LAMBDA CHASSIS) THAT UTILIZES THE SAME  
6 COMPONENT. ADDITIONALLY, WHAT HAPPENS TO  
7 CONSUMERS ONCE THE WARRANTY EXPIRES AND THE  
8 REPEATED FAILURE OCCURS ONCE AGAIN? THIS IS MY  
9 THIRD FAILURE IN ONLY 32,500 MILES. \*TR

6 (c) [2009 GMC ACADIA] WHEN TRYING TO STEER THE VEHICLE  
7 BELOW 5 MPH'S (ENGINE BELOW 1200 RPM), THE STEERING  
8 WHEEL WILL LOCK UP AND IS VERY HARD TO STEER. MY  
9 WIFE HAD THIS HAPPEN TO HER THE FIRST WHEN SHE WAS  
10 PULLING INTO OUR DRIVEWAY (THANKFULLY IT DID NOT  
11 HAPPEN IN THE CITY). SHE TOLD ME ABOUT IT, SO I THEN  
12 TOOK IT TO TOWN SHOPPING. IT TOOK A WHILE BEFORE IT  
13 HAPPENED TO ME, BUT FINALLY IT DID WHEN I WAS  
14 MAKING A TIGHT RIGHT HAND TURN INTO A MENARDS  
15 PARKING LOT. I STARTED THE TURN AND NOTICE  
16 INSTANTLY THAT I HAD NO STEERING. I ALMOST HIT  
17 ANOTHER CAR BECAUSE I WAS NOT ABLE TO STEER SHARP  
18 ENOUGH OR FAST ENOUGH FOR THE RIGHT HAND TURN.  
19 AFTER THAT, I GOT IN THE PARKING LOT AND DID A LITTLE  
20 TESTING. I FIGURED OUT THAT THE STEERING WAS LOCKED,  
21 AND IF THE ENGINE WAS REVVED OVER 1200 ENGINE RPM,  
22 THE STEERING WOULD COME BACK SLIGHTLY. AFTER  
23 SEVERAL TRIES, IT DID COME BACK. DON'T KNOW IF I CAN  
24 TRUST IT TO WORK ALL THE TIME??? IT APPEARS THE  
25 PROBLEM IS WORSE AFTER THE CAR HAS BEEN RUN FOR A  
26 WHILE. WITH COLD TEMPS IT WORKS UNTIL THE STEERING  
27 SYSTEM WARMS., THEN PROBLEM IS RANDOM. SCARY!!!  
28 FEELS LIKE THERE IS A FLOW CONTROL VALVE MAYBE  
THAT IS IN PUMP, AND WHEN IT STICKS OPEN, THE  
STEERING IS LOST AT IDLE SPEEDS. NOT A GOOD DEAL... \*TR

19 (d) [2009 GMC ACADIA] I WAS DRIVING SLOW AND WHEN I  
20 WENT TO TURN THE STEERING WAS EXTREMELY TIGHT. I  
21 HAD TOLD THE DEALERSHIP WHERE I BOUGHT IT FROM,  
22 FROM THE DATE OF PURCHASE THAT SOMETHING WAS  
23 WRONG. FINALLY TOOK IT IN ON 10/19/2012 AND WAS TOLD  
24 IT WAS THE POWERSTEERING PUMP. IT'S OVER \$400 TO GET  
25 FIXED AND I DON'T HAVE IT RIGHT NOW. \*TR

23 (e) [2009 GMC ACADIA] I HAD JUST PICKED UP MY CAR FROM  
24 HAVING THE A/C COMPRESSOR AND CONDENSOR REPLACED  
25 AND I WAS DOING A U TURN INTO A GAS STATION WHEN  
26 THE POWER STEERING WENT OUT. I HAD TO MANUALLY  
27 TURN THE WHEEL. WITH MY TWO CHILDREN IN THE BACK I  
28 ALMOST WENT INTO A DITCH. I IMMEDIATELY CALLED THE  
DEALERSHIP AND TOOK IT IN FOR THEM TO LOOK AT. THEY  
TOLD ME THAT THE POWER STEERING GEAR ASSEMBLY  
WAS LEAKING AND NEEDED TO BE REPLACED. THEY FOUND  
THAT WHEN THE VES VALVE WAS COMMANDED SHUT, THE  
VALVE WOULD NOT RE-OPEN. THE RACK WAS ALSO

1 LEAKING ON THE LEFT SIDE. THEY REPLACED THE GEAR  
2 ASSEMBLY, SET TOE AND FLUSHED THE SYSTEM. THIS IS A  
3 SERIOUS SAFETY CONCERN AND SHOULD BE LOOKED INTO  
4 FOR A RECALL. \*TR

5 (f) [2010 GMC ACADIA] THE STEERING MAKES AN AWFUL  
6 NOISE WHEN TURNING. THIS IS USUALLY AT LOW SPEEDS.  
7 THIS SAME PROBLEM WAS CORRECTED WHILE IT WAS  
8 UNDER WARRANTY AT THE DEALERSHIP. HOWEVER, NOW I  
9 AM PAST THE MILEAGE WARRANTY AND NOTHING WILL BE  
10 DONE. I HAVE CONTACTED GMC SEVERAL TIMES AND  
11 THERE WERE NO SUGGESTIONS. THIS IS VERY  
12 DISAPPOINTING SEEING THAT IT HAS BEEN LESS THAN A  
13 YEAR SINCE THE PART WAS REPLACED UNDER WARRANTY.  
14 \*TR

15 (g) TL\* THE CONTACT OWNS A 2010 GMC ACADIA. WHILE  
16 DRIVING APPROXIMATELY 25 MPH, THE CONTACT SLIGHTLY  
17 TURNED THE STEERING WHEEL AND THERE WAS AN  
18 ABRUPT FORCEFUL RESPONSE. THE FAILURE OCCURRED  
19 WHILE DRIVING AT ANY SPEED. WHEN TURNING THE  
20 STEERING WHEEL, EXCESSIVE FORCE WAS REQUIRED TO  
21 PREVENT THE VEHICLE FROM WANDERING OFF THE ROAD  
22 OR INTO ANOTHER LANE. THE VEHICLE WAS TAKEN TO AN  
23 AUTHORIZED DEALER ON THREE DIFFERENT OCCASIONS  
24 FOR THE SAME FAILURE. THE TECHNICIAN STATED THAT  
25 THE VEHICLE PERFORMED WITHIN FACTORY  
26 SPECIFICATIONS. THE MANUFACTURER WAS NOTIFIED OF  
27 THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS  
28 350. UPDATED 03/14/12\*LJ THE CONSUMER STATED WHILE  
DRIVING, THE VEHICLE WOULD DRIFT IN EITHER  
DIRECTION. WHEN HE TRIED TO CORRECT IT, THE VEHICLE  
WOULD DIVE IN THE OPPOSITE DIRECTION.

(h) [2012 GMC ACADIA] TL\* THE CONTACT OWNS A 2012 GMC  
ACADIA. THE CONTACT STATED THAT WHILE TRAVELING 20  
MPH, THE STEERING WHEEL DETACHED FROM THE VEHICLE.  
THE VEHICLE WAS TOWED TO THE DEALER AND THE  
MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE  
VEHICLE WAS NOT REPAIRED. THE FAILURE AND CURRENT  
MILEAGES WERE 300.

**Edmunds Complaints:**

(a) [2010 GMC Acadia] [T]his forum makes me sick to my stomach! We  
too have been having all of the same issues! took in for popping noise  
when turning wheel and transmission issues, and back up camara. My  
extended warrenty covered the steering problem (\$200 deductible) but  
they could not get the transmission to act up, so it wasn't worked on.  
After taking home, the transmission contiued to act up, and then it  
started leaking transmission fluid. Back to the shop we go! they rebuilt  
the transmission (car has 60,000 miles) fixed the leaks and replaced the  
water pump because it apparently had a leak too! (another \$200  
deductible) yay! no more problems, right? UM.... NO! The trasmission  
is still slipping! so I get online to do some research and find that this is a

1 common problem! And the response I see on her from GMC are a  
2 disgrace! I don't even know what to do now? I dont have the time,  
3 energy, patience, or money to keep takeing my car to the shop! this car  
4 has been in the shop more times then all of my previous cars put  
5 together! I WILL NEVER BUY A GMC AGAIN! (Edmunds, *GMC*  
*Acadia Problems and Repairs – Car Forums Edmunds* (February 15,  
2013), [http://townhall-  
talk.edmunds.com/direct/view/.f1310a2/1955#MSG1955](http://townhall-talk.edmunds.com/direct/view/.f1310a2/1955#MSG1955))

6 (b) [2010 GMC Acadia] What is the mileage on your 2010? GMC admits  
7 that the power steering pump they used was too small for the size of the  
8 vehicle, for I'm not surprised to hear it failed multiple times. (Edmunds,  
*GMC Acadia Problems and Repairs – Car Forums Edmunds*  
(February 15, 2013), [http://townhall-  
talk.edmunds.com/direct/view/.f1310a2/1955#MSG1867](http://townhall-talk.edmunds.com/direct/view/.f1310a2/1955#MSG1867))

9 (c) In regard to the Dexron fluid vs. non-Dexron Fluid, it hardly matters  
10 when the power steering fluid is leaking out of the bearings on both end  
11 of your power steering rack. I have owned many GM vehicles, and I  
12 usually drive them to well over 100,000 miles without ever having to  
13 replace a power steering rack. The one on my Adadia only lasted 3  
14 years, when it was just out of the mileage warranty (Cost \$1,200). The  
15 bearings in the steering column had already been replaced at 30,000  
16 miles when it was under warranty. This car obviously had design flaws  
17 and/or cheap parts. Traded it in immediately for a Ford Edge. Rides  
18 nicer, no repair issues. (Edmunds, *GMC Acadia Problems and Repairs*  
*– Car Forums Edmunds* (February 15, 2013), [http://townhall-  
talk.edmunds.com/direct/view/.f1310a2/1844#MSG1844](http://townhall-talk.edmunds.com/direct/view/.f1310a2/1844#MSG1844))

19 (d) [2009 GMC Acadia] Your thread sounds so familiar that I could have  
20 written it. We got stuck 500 miles away from home at a soccer  
21 tournament for cylinder misfires. Two months after they fixed cylinders  
22 2 and 6, cylinder numbers 3 and 5 started misfiring. They replaced the  
23 remainder. At one year, the bushings in the steering column went. We  
24 had multiple headlamp repairs and these things were designed so poorly  
25 that a headlamp going out requires a trip to the dealership since you  
26 have to go in through the wheelwell to replace it. We had trouble getting  
27 tires since they are such a strange size that no one stocks them. Got  
28 stuck again at another soccer tournament last month when the water  
pump went. After it was towed back to the dealership I asked them to  
check a squealing noise in the steering column and it turned out I  
needed a whole new power steering rack (\$1,200). Never have I had a  
car with this many problems in the first 3 years. I asked GM to chip in  
for part of the repair and they refused so I traded it in on a Ford Edge.  
That's the last GM that will sit in my driveway after 28 years of GM  
ownership. (Edmunds, *GMC Acadia Problems and Repairs – Car*  
*Forums Edmunds* (February 15, 2013), [http://townhall-  
talk.edmunds.com/direct/view/.f1310a2/1789](http://townhall-talk.edmunds.com/direct/view/.f1310a2/1789))

(e) [2009 GMC Acadia] We bought our 2009 GMC Acadia new, and have  
had nothing but trouble. I love the interior- it gets my 4 children around  
with comfort- but I hate that I have it at the dealership with such  
regularity! We've had the power train go out- which left me stranded  
with 4 young children one evening. The steering column went out-  
luckily I was near home and managed to get home safely. We've had the

1 "check engine light" come on more times than I can count- multiple  
2 times for "cylinder misfiring". The tire pressure sensor had to be  
3 replaced, and still doesn't work properly (multiple repairs and trips to  
4 the dealer for that!). Has anyone had this much trouble with the Acadia?  
5 Does anyone know if any of these were just "bugs" that got worked out  
6 in later models? (Edmunds, *GMC Acadia Problems and Repairs – Car  
7 Forums Edmunds* (February 15, 2013), [http://townhall-  
8 talk.edmunds.com/direct/view/.f1310a2/1785](http://townhall-talk.edmunds.com/direct/view/.f1310a2/1785))

9 (f) [2010 GMC Acadia] I have three beautiful children that I have to take  
10 to daycare, school, games, doctor appointments, etc and thought this  
11 was a nice looking very helpful and dependable vehicle that our family  
12 could use to do the job. Oh boy. I have owned this 10 since February of  
13 2011. I have taken this hunk of junk to the dealership more than 5 times.  
14 The oxygen sensors went out-I had them replaced. The rack and pinion  
15 had to be replaced. The lift gate shocks had to be replaced. The water  
16 pump had to be replaced and as of today the power steering pump. Not  
17 to mention the \$900 set of cooper tires that we had put on because the  
18 Goodyear brand roared like mud tires. Lo and behold there are only two  
19 sets to choose from. The Cooper's roar too. Even though some of this  
20 was covered by warranty we have honestly spent more money to FIX  
21 this vehicle than the yearly payment! There is a HORRID smell of wet  
22 dog/mold/mildew that comes out of the vents when you turn on the  
23 air/heat. It seriously makes you gag. This will be the last acadia or GMC  
24 product this mother will buy. This was an experience I will never forget.  
25 (Edmunds, *GMC Acadia Problems and Repairs – Car Forums  
26 Edmunds* (February 15, 2013), [http://townhall-  
27 talk.edmunds.com/direct/view/.f1310a2/1774](http://townhall-talk.edmunds.com/direct/view/.f1310a2/1774))

28 (g) [2008 GMC Acadia] Many times when the check engine light comes on  
for the 08 acadia means you need a new timing chain.. Also, the noise in  
the wheel may mean you need new powersteering, because the power  
steering is an issue plaguing old acadias and that makes for an unsettling  
noise. (Edmunds, *GMC Acadia Problems and Repairs – Car Forums  
Edmunds* (February 15, 2013), [http://townhall-  
talk.edmunds.com/direct/view/.f1310a2/1733](http://townhall-talk.edmunds.com/direct/view/.f1310a2/1733))

(h) [2008 GMC Acadia] Honestly, and i hate to say this, but you have been  
lucky with your 2008 acadia.. many people have had MAANY more  
problems than that with them. The power steering and a c issues happen  
frequently, as well as water pumps, timing chains, leakng, and  
transmissions. If you have any way to do so, I suggest you get a  
different car.. This may not be an option but the 08 acadia is very  
unreliable, so it may be a better bet in the long run. (Edmunds, *GMC  
Acadia Problems and Repairs – Car Forums Edmunds* (February 15,  
2013), [http://townhall-  
talk.edmunds.com/direct/view/.f1310a2/1732](http://townhall-talk.edmunds.com/direct/view/.f1310a2/1732))

(i) [2010 GMC Acadia] I just had my Acadia into a different dealer ship.  
The first dealer re balanced the tires and the shimmming still continued.  
Then I took it to a second dealership yesterday and they road force  
balanced the tires. \$110 later, my Acadia still has a shimmy in the  
steering wheel at speeds of around 60-65 miles per hour. I have 20,000  
miles on the vehicle, but this all started at around 15,000 miles.  
(Edmunds, *GMC Acadia Problems and Repairs – Car Forums  
Edmunds* (February 15, 2013), [http://townhall-  
talk.edmunds.com/direct/view/.f1310a2/1732](http://townhall-<br/>talk.edmunds.com/direct/view/.f1310a2/1732))

1 talk.edmunds.com/direct/view/.f1310a2/1707)

2 (j) [2010 GMC Acadia] Try contacting the BBB Autoline in your state to  
3 file a complaint or hire a lawyer. We have had many issues with 2010  
4 Acadia re steering and also feel it is unsafe to drive. The local dealer  
5 where we bought it was of no help. We contacted the BBB and currently  
6 are looking at a buyback. Hope all works out. (Edmunds, *GMC Acadia  
7 Problems and Repairs – Car Forums Edmunds* (February 15, 2013),  
8 [http://townhall-  
9 talk.edmunds.com/direct/view/.f1310a2/1698#MSG1698](http://townhall-talk.edmunds.com/direct/view/.f1310a2/1698#MSG1698))

10 (k) [2010 GMC Acadia] I also have a 2010 Acadia and have noticed the  
11 steering wheel shaking mostly on aceleration and when I reach the  
12 speeds of 60-65. I have had the tires rebalanced, but that did not solve  
13 the problem. Have you been able to have yours fixed for this issue?  
14 (Edmunds, *GMC Acadia Problems and Repairs – Car Forums  
15 Edmunds* (February 15, 2013), [http://townhall-  
16 talk.edmunds.com/direct/view/.f1310a2/1696](http://townhall-talk.edmunds.com/direct/view/.f1310a2/1696))

17 (l) [2010 GMC Acadia] "You should probably look at getting rid of the  
18 Acadia and get another vehicle." Yes. This is probably the best option  
19 after the problem is fixed. I have been driving 5 different vehicles, none  
20 of them had steering problem before 100K. I usually have 5 kids from 5-  
21 9 year old in the car. If the steering is failure during driving with them  
22 in the car, it could be horrible disaster. UPDATE: After several calls  
23 around and waited for 20 minutes, I got the GM Rep. that is handing my  
24 case. His answer were "I can not do any thing....I can not force the  
25 dealer to fix.....you can drive the car for 30 days as recommend or bring  
26 to other dealer." Finally, I had to slowly drive my car back home. Not  
27 sure what to do next. (Edmunds, *GMC Acadia Problems and Repairs –  
28 Car Forums Edmunds* (February 15, 2013), [http://townhall-  
talk.edmunds.com/WebX?14@@.f1310a2/1691#MSG1691](http://townhall-talk.edmunds.com/WebX?14@@.f1310a2/1691#MSG1691))

(m) [2010 GMC Acadia] I brought my 2010 Acadia to local dealer to fix  
steering wheel binding problem that causes the steering freely move  
about 10 degrees before actually turning the front wheels. This happens  
when park or driving that makes me nervous while drive the car. The  
dealer replaced the steering gear, but the problem still the same. I  
brought the car back to dealer, they replaced the power steering.  
However, the binding problem is still remaining with addition noise  
when turning the steering. The service adviser told me that GM  
recommends driving the car for 30 days the problem will go away. I am  
not confident with his advice after replaced two different parts and the  
problem still the same, so I asked him to write the GM recommend on  
the receipt but he refused!!!!!!!!!!!! I am not brave enough to drive the  
car with my kids with steering issue, so I call GM customer service. The  
customer service Rep. asked me to bring the car back to dealer.  
However, after hold my car for a day, the service adviser asked me go  
back to take my car, and told me that they will not to do anything with  
my car until I driving for 30 days. They also suggested me to bring to  
another dealer. I call GM customer again, but could not get any help  
because the Rep. that is assigned on my case was not available. I had the  
Acadia 2010 only 2 year 4 months, but had to bring to GM dealer  
SEVEN times for safety related problems • FOUR times for steering  
problem (replaced gear twice, gear housing twice, inlet hose, set toe,

1 and power steering bump). Now the problem is still remaining, and need  
2 the FIFTH time!!!! • Replace brake master cylinder • 2 safety recalls  
3 Could you please advice what should I do? My car still in the dealer and  
4 I am not confident to drive the car with steering defective. (Edmunds,  
*GMC Acadia Problems and Repairs – Car Forums Edmunds*  
(February 15, 2013), [http://townhall-  
talk.edmunds.com/direct/view/.f1310a2/1688#MSG1688](http://townhall-talk.edmunds.com/direct/view/.f1310a2/1688#MSG1688))

5 (n) [2010 GMC Acadia] I purchased 2010 Acadia brand new and have  
6 never been so disappointed and frustrated. This is my first and last GMC  
7 car I will ever purchase. I have had more issues with this car than any  
8 other car I have ever owned. Everytime I take it in for routine service  
9 there are "warranty" issues that need to be addressed. These included  
10 problems with power steering, transmission, and oil leaks. What  
11 happens when the warrany runs out?? I'll be screwed. (Edmunds, *GMC*  
12 *Acadia Problems and Repairs – Car Forums Edmunds* (February 15,  
13 2013), [http://townhall-  
talk.edmunds.com/direct/view/.f1310a2/1688#MSG1667](http://townhall-talk.edmunds.com/direct/view/.f1310a2/1688#MSG1667))

14 (o) [2009 GMC Acadia] I posted a message about the problems im having  
15 with my 09 Acadia on January of 2012. After nearly having a accident  
16 when the steering colum fail.. and other problems like Clunking noise  
17 on front of the vehicle, 3 different code need re-programming for  
18 "engine problem" and replacing my steering colume which GMC  
19 agreed to pay half of the repair. I really felt they should have pay the  
20 whole thing since this issue is widely spread on this type of vehicle.  
21 Now I still have the clunking noise which I am now use to live with it,  
22 the re-programming of the transmission seems to made my shifting  
23 worst right around 65-75mph. Now lately my rear latch shocks for the  
24 rear access door are shot! I ended replacing them my self instead of  
25 bringing it to the shop...and just today 4/21/2012 my rear access door  
26 latch don't want to open no matter how much I push, pull or tug on the  
27 handle...We are on the park with my kids and their bikes, when I tried  
28 opening the trunk with no avail, I ended calling my friend with a pick-  
up truck to help us out..To make matter worst there is no manual release  
button or back-up release for the trunk or rear access door...I AM  
REALLY, REALLY, REALLY sick of this piece of junk...I guess I will  
be calling the shop for repair!!! \*\*\*\*\*WARNING IF YOU ARE  
READING THIS DO NOT BUY THIS PIECE OF JUNK I AM  
TRYING TO SAVE YOU FROM HEAD ACHE" (Edmunds, *GMC*  
*Acadia Problems and Repairs – Car Forums Edmunds* (February 15,  
2013), [http://townhall-  
talk.edmunds.com/direct/view/.f1310a2/1688#MSG1649](http://townhall-talk.edmunds.com/direct/view/.f1310a2/1688#MSG1649))

23 (p) [2008 GMC Acadia] I bought my Acadia used in October of 2011. 6  
24 months later and it has been in the shop 5 times!!! The things that I have  
25 had gone wrong are Master Cylinder replaced, headlight recall, a/c  
26 replaced, air bag sensor, heated seat melted the airbag sensor,  
27 transmission wave plate replaced, leaky sunroof, and intake tuning valve  
28 stuck. The lady before me has done the sunroof leak as well, water  
pump, steering (a couple times) and a/c. I paid \$28000 plus fees and  
warranties for a car that is in the shop once a month. The dealer isn't  
much help, they will let me trade it in but only giving me \$24000 as a  
trade-in while i still owe \$30000, because I have only had the car 6  
months. I am not sure what I am going to do but I am so unhappy with



1 this car. This car is for sure a lemon but I have been told that used cars  
2 don't qualify as lemons. I am going to start complaining to GM and see  
3 what they will do for their costumers. (Edmunds, *GMC Acadia  
4 Problems and Repairs – Car Forums Edmunds* (February 15, 2013),  
5 [http://townhall-  
6 talk.edmunds.com/direct/view/.f1310a2/1688#MSG1644](http://townhall-talk.edmunds.com/direct/view/.f1310a2/1688#MSG1644))

7 (q) [2009 GMC Acadia] We have already decided that we are going to get  
8 rid of this nightmare of a car so no need for any GM rep to say they  
9 understand our frustration and would like to help. I feel that it is my  
10 duty to let everyone know what a dog this Acadia is. There have been so  
11 many problems I know I can't remember them all, but I will try. Water  
12 pump - we were told it was getting hot because the oil wasn't changed  
13 regularly, after verifying that the oil had been changed when it should  
14 have been, it was a defective water pump. The navigation unit went bad  
15 and was replaced. A month later we got the new nav disk. The steering  
16 gear assembly was replaced. The complete rack and pinion steering  
17 system was replaced. The steering column and air bag coil was repaired  
18 and or replaced twice. The battery died within a year and was replaced.  
19 The radio was replaced after the bat. died again. All of the headlights,  
20 high & low have been replaced twice. The right side wiring harness had  
21 melted and was replaced. Have it at the dealer now getting the left  
22 harness replaced and new bulbs. Drivers seat track was binding and was  
23 replaced. The heated windshield washer assembly was removed and  
24 disabled so it won't cause a fire. (They refunded us \$100 for the loss of  
25 this option). 12v plug in the back seat blew the fuse several times and  
26 currently does not work. Gas & brake pedels still squeak after dealer  
27 repaired them. Service air bag light on, bad connector changed. Tire air  
28 pressure light comes, then goes off, then comes on. The rubber coating  
on the AC button and others has rubbed off and is now bright green  
instead of grey. I know there are some things I have left out. Another  
thing that I hate about this car is you have to remove the front tires and  
wheel well liners to access the headlight bulbs, even then it is tough to  
reach them. The battery is located under the feet of the person in the  
right back seat. There is a cardboard cover with carpet over it that  
seperates the battery from the cabin. If this vehicle ever rolls over better  
hope your baby is not strapped in under the leaking battery. I thought  
batteries inside the car went out with the old VW bugs. If you look in  
the manual for how to replace the headlights or battery, it refers you to  
the dealer. If I would have read that I would not have bought this car. I  
have learned a valuable lesson with this lemon, don't buy GM!  
(Edmunds, *GMC Acadia Problems and Repairs – Car Forums  
Edmunds* (February 15, 2013), [http://townhall-  
talk.edmunds.com/direct/view/.f1310a2/1688#MSG1402](http://townhall-talk.edmunds.com/direct/view/.f1310a2/1688#MSG1402))

24 (r) [2009 GMC Acadia] Back again with a follow-up. Nice of the dealer  
25 tech not to check for anything like nails in the tire when the pressure  
26 was low at the last service call, which turned out to be the case. When  
27 tire went low I took the poor Acadia to Goodyear and got that problem  
28 fixed properly the first time. So the power steering sound keeps getting  
louder and now the truck makes odd noises while idling. I should take it  
in but we need the truck while we're on call to rush in for my wife going  
into labor. We have a complaint case number with GMC (71-  
986198005). So far the GMC rep at the call center has lied to me twice.  
First was to tell me the area representative would contact me within 48

1 hours. A couple weeks later and still no call from this person and no  
2 response to my voice mails. So I call in again and I'm told the case has  
3 been referred to another group with GMC and that they'll contact me  
4 within 48 hours. Well over a week and not a sign of life. I tried calling  
5 the number I was given. Unless you know which specific group you've  
6 been sent to there's no escaping the automated system. This morning a  
7 colleague tells me she's considering the Acadia because mine looks so  
8 nice. I did the right thing and told her to get a more reliable make. Our  
9 son is due by next Wednesday. We'll have more help around the house  
and will be able to go out and find someone to trade this nice looking  
22K mile SUV to without having to haul all the children with us. You  
can bet we won't be trading for a GMC or any other GM product after  
this. Who needs the hassle of such poor customer service and product?  
Nissan and Volvo are looking like very strong contenders for our  
money. (Edmunds, *GMC Acadia Problems and Repairs – Car Forums*  
*Edmunds* (February 15, 2013), [http://townhall-  
talk.edmunds.com/direct/view/.f1310a2/1323#MSG1323](http://townhall-talk.edmunds.com/direct/view/.f1310a2/1323#MSG1323))

### 10 Defendant's Knowledge of the Steering Defect

11 45. Defendants had superior and exclusive knowledge of the Steering Defect and  
12 knew or should have known that the defect was not known or reasonably discoverable by  
13 Plaintiff and Class Members prior to their purchase or lease of the Class Vehicles.

14 46. Plaintiff is informed and believes and based thereon alleges that Defendants  
15 acquired their knowledge of the Steering Defect prior to 2008 through sources not available to  
16 Class Members, including, but not limited to, pre-release testing data and early consumer  
17 complaints to Defendants and their dealers about the Steering Defect in the Class Vehicles.  
18 Other reliable sources include, without limitation, other earlier model year versions of such  
19 vehicles<sup>3</sup>, testing conducted in response to reported complaints, aggregate data from GM  
20 dealers, such as dealer repair orders, high warranty reimbursement rates that can cost hundreds  
21 and sometimes thousands of dollars for each vehicle, consumer complaints online reported by  
22 GM customer care agents on internet forums, and other internal sources.

23 47. Defendants have been aware of the Steering Defect since at least February of  
24 2009, before the class vehicles were sold, and when the first Technical Service Bulletin (TSB)  
25 addressing the issue was released. In or around February of 2009, Defendants issued TSB  
26 PIT4537C, which addressed a "Whine or moan from the power steering." Further, on

27 <sup>3</sup> For example, earlier model years of the GMC Acadia equipped with a similar  
28 steering system to that of the Class Vehicles were covered under earlier Technical Service  
Bulletins for similar issues.

1 November 12, 2009, Defendants released another Technical Service Bulletin, TSB PIT4879A,  
2 titled "Power steering whine or moan noise." On February 12, 2010, Defendants issued TSB  
3 09-02-34-001A, titled "Squeak/Rattle Noise from Steering Column." On March 17, 2010,  
4 Defendants issued TSB PI0029A, titled "Squeak, Moan or Rub Type Noise When Turning  
5 Steering Wheel at Slow Speeds." On March 1, 2010, Defendants issued TSB PIT4985, titled  
6 "Clunk or Knock Noise When Turning." On February 16, 2010, Defendants issued  
7 PIT4632A, titled "Click or Clunk Noise From Steering Column When Turning. Despite these  
8 repeated attempts by Defendants to repair the Steering Defect, none have yet been successful.

9 48. Defendants have issued different iterations and updates to the preceding  
10 Technical Service Bulletins. Further, additional Technical Service Bulletins relating to the  
11 Steering Defect other than those listed above, may have been issued by Defendants. However,  
12 none have succeeded in repairing the Steering Defect.

13 49. Moreover, on an internet forum devoted to Defendants' vehicles,  
14 <http://www.acadiaforum.net>, Defendants have regularly surveyed, researched and  
15 communicated with Class Vehicle owners regarding issues they were having with their  
16 vehicles. As agents of Defendants, those customer service representatives clearly had  
17 knowledge of Steering Defect by at least June of 2010, prior to Plaintiff's purchase of his  
18 vehicle. Upon information and belief, Defendants monitor many other websites and forums  
19 and, as such, have large, aggregate amounts of consumer complaints regarding the Steering  
20 Defect.

21 50. As recently as March of 2012, Defendants issued an article in GM Tech Link,  
22 which describes itself as a "monthly publication for GM Dealership Service Professionals."  
23 In an article titled "Steering Gear Replacement Guidelines," four different technical service  
24 bulletins are listed as possible repairs for complaints concerning the steering system. The  
25 affected vehicles listed in the Guidelines are the 2008-2012 Traverse, 2007-2012 Enclave and  
26 Acadia, and 2007-2010 Outlook, which completely subsumes the Class Vehicles. Defendants'  
27 knowledge of the defect is clear through the Technical Service Bulletins and Steering  
28 Replacement Guidelines issued.

1           51.     Furthermore, upon information and belief, previous model years of the Class  
2     Vehicles exhibit the same exact defect that plagues Class Vehicles. Vehicles manufactured by  
3     Defendants prior to July 10, 2009 are prone to the Steering Defect, as evidenced by Technical  
4     Service Bulletins issued by GM and NHTSA complaints.

5           52.     The existence of the Steering Defect would be considered material by a  
6     reasonable consumer deciding whether to purchase or lease a vehicle. Had Plaintiff and Class  
7     Members known that the Class Vehicles were equipped with a defective steering system, they  
8     would not have purchased the Class Vehicles or would have paid less for them.

9           53.     Reasonable consumers, like Plaintiff, expect and assume that a vehicle's  
10    steering system is safe, will function in a manner that will not pose an unreasonable safety  
11    hazard, and is free from defects. Plaintiff and Class Members further expect and assume that  
12    Defendants will not sell or lease vehicles with known safety defects, such as the Steering  
13    Defect, and will disclose any such defects to its consumers when it learns of them. They do  
14    not expect Defendants to fail to disclose the Steering Defect to them, to continually deny the  
15    defect, to replace defective components with the same defective components, and to charge  
16    them thousands of dollars to repair defective steering systems.

17                           **Defendants have Actively Concealed the Steering Defect**

18           54.     While Defendants have been fully aware of the Steering Defect in the Class  
19    Vehicles, they have actively concealed the existence and nature of the defect from Plaintiff  
20    and Class Members at the time of purchase, lease or repair and thereafter. Specifically,  
21    Defendants have failed to disclose or actively concealed at and after the time of purchase,  
22    lease or repair:

- 23                   (a)     Any and all known material defects or material non-conformity of the  
24                           Class Vehicles, including the defects relating to the steering system;  
25                   (b)     That the Class Vehicles, including their steering systems, were not in  
26                           good working order, were defective, and were not fit for their intended  
27                           purposes; and  
28                   (c)     That the Class Vehicles and their steering systems were defective,

1 despite the fact that GM learned of such defects through alarming  
2 failure rates, customer complaints, as well as through other internal  
3 sources, as early as 2008, if not before.

4 55. As a result of the Steering Defect, Defendants were inundated with complaints  
5 regarding the steering system. Since at least February of 2009, GM has released no less than  
6 six different Technical Service Bulletins relating to the steering system for issues ranging  
7 from, in Defendants' words, "Grinding noise coming from the front of the vehicle while  
8 driving," "whine or moan noise when making turns in slow speed," "squeak, moan or rub type  
9 noise when turning steering wheel at slow speeds," and "click or clunk noise from the steering  
10 column when turning."

11 56. Upon information and belief, the Technical Service Bulletins outlined have  
12 been ineffective at addressing the Steering Defect.

13 57. Defendants have caused Plaintiff and Class Members to expend money at their  
14 dealerships to repair or replace the Class Vehicles' steering systems, despite Defendants'  
15 knowledge of the Steering Defect.

16 58. When consumers present the Class Vehicles to an authorized GM dealer for  
17 repair of the steering system, consumers are typically told they must pay for the repair.

18 59. Whether or not consumers are not forced to pay for the repair, the same  
19 defective part is used to replace the prior defective part.

20 60. To this day, Defendants still have not notified Plaintiff and Class Members that  
21 the Class Vehicles contain a systemic defect that causes the steering system to malfunction.

22 **TOLLING OF THE STAUTE OF LIMITATIONS**

23 61. Because the defects in the design or manufacturer of the Class Vehicles and  
24 their steering systems cannot be detected until the defect manifests itself, Plaintiff and the  
25 Class Members were not reasonably able to discover the problem until after purchasing or  
26 leasing the Class Vehicles, despite their exercise of due diligence.

27 62. Plaintiff and the Class Members had no realistic ability to discern that the  
28 steering systems were defective until the steering systems prematurely failed, nor would

1 Plaintiff and Class Members have reason to believe that problems they encountered were  
2 caused by a widespread, systemic defect. Therefore, the discovery rule is applicable to the  
3 claims asserted by Plaintiff and the Class Members.

4 63. Plaintiff is informed and believes and based thereon alleges that GM has known  
5 of the Steering Defect since 2008, if not earlier, and has concealed from or failed to alert  
6 owners and lessees of the Class Vehicles of the defective nature of their steering systems.

7 64. Any applicable statute of limitation has therefore been tolled by GM's  
8 knowledge, active concealment, and denial of the facts alleged herein. GM is further estopped  
9 from relying on any statute of limitation because of its concealment of the defective nature of  
10 the Class Vehicles and their steering systems.

#### 11 CLASS ACTION ALLEGATIONS

12 65. Plaintiff brings this lawsuit as a class action on behalf of himself and all others  
13 similarly situated as members of the proposed Plaintiff Classes pursuant to Federal Rules of  
14 Civil Procedure 23(a) and 23(b)(3) and/or (b)(2). This action satisfies the numerosity,  
15 commonality, typicality, adequacy, predominance and superiority requirements of those  
16 provisions.

17 66. The Class and Sub-Class are defined as:

- 18 (a) Nationwide Class: All individuals in the United States who purchased or  
19 leased any 2009 through 2012 GM Acadia, 2009 through 2012 Buick  
20 Enclave, or 2009 through 2012 Chevrolet Traverse vehicles  
21 manufactured and sold after July 10, 2009 (the "Nationwide Class").
- 22 (b) CLRA Sub-Class: All members of the Nationwide Class who reside in  
23 the State of California who are "consumers" within the meaning of  
24 California Civil Code § 1761(d) ("the CLRA Sub-Class").
- 25 (c) Implied Warranty Sub-Class: All Members of the Nationwide Class  
26 who purchased or leased their vehicles in the State of California.  
27 ("Implied Warranty Sub-Class")
- 28 (d) The Implied Warranty and CLRA Sub-Classes are collectively referred

1 to as the “California Sub-Classes”.

2 67. Excluded from the Class and Sub-Class are: (1) Defendants, any entity or  
3 division in which Defendants have a controlling interest, and their legal representatives,  
4 officers, assigns and successors; (2) the Judge to whom this case is assigned and the Judge’s  
5 staff; and (3) those persons who have suffered personal injuries as a result of the facts alleged  
6 herein. Plaintiff reserves the right to amend the Class and Sub-Class definitions if discovery  
7 and further investigation reveal that the Class and Sub-Class should be expanded or otherwise  
8 modified.

9 68. There is a well-defined community of interest in the litigation and the Class is  
10 readily ascertainable.

11 69. Numerosity: The Class here numbers in the tens of thousands, making joinder  
12 impracticable. The disposition of the claims of these Class Members in a single action will  
13 provide substantial benefits to all parties and to the Court. The Class Members are readily  
14 identifiable from information and records in Defendants’ possession, custody, or control, as  
15 well as from records kept by the departments of motor vehicles of the various states.

16 70. Typicality: The claims of the representative Plaintiff are typical of the claims  
17 of the Class in that the representative Plaintiff, like all Class Members, purchased and leased a  
18 Class Vehicle designed, manufactured, and distributed by Defendants and equipped with a  
19 defective steering system. The representative, like all Class Members, has been damaged by  
20 Defendants’ misconduct in that he has incurred or will incur the cost of repairing or replacing  
21 the defective steering system. Furthermore, the factual bases of Defendant’s misconduct are  
22 common to all Class Members and represent a common thread resulting in injury to all Class  
23 Members.

24 71. Commonality: There are numerous questions of law and fact common to  
25 Plaintiff and the Class that predominate over any question affecting only individual Class  
26 Members. These common legal and factual issues include the following:

27 (a) Whether the Class Vehicles contain defects relating to the steering  
28 system;

- 1 (b) Whether the defects relating to the steering system constitute an
- 2 unreasonable safety risk;
- 3 (c) Whether Defendants knew about the defects relating to the steering
- 4 system and, if so, how long Defendants have known of the defect;
- 5 (d) Whether the defective nature of the steering system constitutes a
- 6 material fact;
- 7 (e) Whether Defendant's have a duty to disclose the defective nature of the
- 8 steering system to Plaintiff and Class Members;
- 9 (f) Whether Plaintiff and the other Class Members are entitled to equitable
- 10 relief, including, but not limited to, a preliminary and/or permanent
- 11 injunction;
- 12 (g) Whether Defendants should be declared financially responsible for
- 13 notifying all Class Members of the problems with the Class Vehicles
- 14 and for the costs and expenses of repairing and replacing the defective
- 15 steering systems;
- 16 (h) Whether Defendants are obligated to inform California Class Members
- 17 of their right to seek reimbursement for having paid to diagnose, repair,
- 18 and replace their defective steering systems;
- 19 (i) Whether Defendants breached the implied warranty of merchantability
- 20 pursuant to the Song-Beverly Act; and
- 21 (j) Whether Defendants violated the Magnuson-Moss warranty act by
- 22 failing to disclose to consumers that they are required to maintain their
- 23 steering systems.

24 72. Adequate Representation: Plaintiff will fairly and adequately protect the  
25 interests of Class Members. Plaintiff has retained attorneys experienced in the prosecution of  
26 class actions, including consumer and product defect class actions, and Plaintiff intends to  
27 prosecute this action vigorously.

28 73. Superiority: Plaintiff and the Class Members have all suffered and will



1 continue to suffer harm and damages as a result of Defendants' unlawful and wrongful  
2 conduct. A class action is superior to other available methods for the fair and efficient  
3 adjudication of the controversy. Absent a class action, most Class Members would likely find  
4 the cost of litigation their claims prohibitively high and would therefore have no effective  
5 remedy at law. Because of the relatively small size of individual Class Members' claims, it is  
6 likely that only a few Class Members could afford to seek legal redress for Defendants'  
7 misconduct. Absent a class action, Class Members will continue to incur damages, and  
8 Defendants' misconduct will continue without remedy. Class treatment of common questions  
9 of law and fact would also be a superior method to multiple individual actions or piecemeal  
10 litigation in that class treatment will conserve the resources of the courts and the litigants and  
11 will promote consistency and efficiency of the adjudication.

12 74. In the alternative, the Class may be certified because:

- 13 (a) The prosecution of separate actions by the individual members of the  
14 Class would create a risk of inconsistent or varying adjudication with  
15 respect to individual Class Members, which would establish  
16 incompatible standards of conduct for Defendants;
- 17 (b) The prosecution of separate actions by individual Class Members would  
18 create a risk of adjudications with respect to them that would, as a  
19 practical matter, be dispositive of the interests of other Class Members  
20 not parties to the adjudications, or substantially impair or impede their  
21 ability to protect their interests; and
- 22 (c) Defendants have acted or refused to act on grounds generally applicable  
23 to the Class, thereby making appropriate final and injunctive relief with  
24 respect to the members of the class as a whole.

25 **FIRST CAUSE OF ACTION**

26 **(Violation of California's Consumer Legal Remedies Act,**

27 **California Civil Code § 1750, et seq.)**

28 75. Plaintiff hereby incorporates by reference the allegations contained in the

1 preceding paragraphs of this Complaint.

2 76. Plaintiff brings this cause of action on behalf of himself and on behalf of the  
3 Nationwide Class, or, in the alternative, on behalf of the California Sub-Classes, against all  
4 Defendants.

5 77. Defendants are “persons” as defined by California Civil Code § 1761(c).

6 78. Plaintiff and Class Members are “consumers” within the meaning of California  
7 Civil Code § 1761(d).

8 79. By failing to disclose and concealing the defective nature of the steering system  
9 from Plaintiff and prospective Class Members, Defendants violated California Civil Code  
10 § 1770(a), as they 1) represented that the Class Vehicles and their steering systems had  
11 characteristics and benefits that they do not have, and 2) represented that the Class Vehicles  
12 and their steering systems were of a particular standard, quality, or grade when they were of  
13 another. *See* Cal. Civ. Code §§ 1770(a)(5) & (a)(7).

14 80. Defendants’ unfair and deceptive acts or practices occurred repeatedly in  
15 Defendants’ trade or business, were capable of deceiving a substantial portion of the  
16 purchasing public, and imposed a serious safety risk on the public.

17 81. Defendants knew that the Class Vehicles and their steering systems suffered  
18 from an inherent defect, were defectively designed or manufactured, would fail prematurely,  
19 and were not suitable for their intended use.

20 82. Defendants were under a duty to Plaintiff and the Class Members to disclose  
21 the defective nature of the steering systems and/or the associated repair costs because:

- 22 (a) Defendants were in a superior position to know the true state of facts  
23 about the safety defect in the Class Vehicles’ steering systems;
- 24 (b) Plaintiff and the Class Members could not reasonably have been  
25 expected to learn or discover that their steering systems had a dangerous  
26 safety defect until manifestation of failure; and,
- 27 (c) Defendants knew that Plaintiff and the Class Members could not  
28 reasonably have been expected to learn or discover the safety defect.

1           83.     In failing to disclose the defective nature of the steering system, Defendants  
2 have knowingly and intentionally concealed material facts and breached their duty not to do  
3 so.

4           84.     In fact, instead of disclosing the Steering Defect contained in the Class  
5 Vehicles, Defendants' falsely represented in their brochures, press releases and other materials  
6 that the Class Vehicles' steering systems were "precise and accurate."

7           85.     The facts concealed or not disclosed by Defendants to Plaintiff and the Class  
8 Members are material in that a reasonable consumer would have considered them to be  
9 significant in deciding whether or not to purchase the Class Vehicles or pay a lesser price.  
10 Had Plaintiff and other Class Members known that the Class Vehicles' steering systems were  
11 defective, they would not have purchased the Class Vehicles or would have paid less for them.

12           86.     Plaintiff and the Class Members are reasonable consumers who do not expect  
13 the steering systems installed in their vehicles to fail prematurely. This is the reasonable and  
14 objective consumer expectation relating to vehicle steering systems.

15           87.     As a result of Defendants' conduct, Plaintiff and Class Members have been  
16 harmed and suffered actual damages in that the Class Vehicles have undergone and will  
17 continue to undergo premature steering system failures.

18           88.     As a direct and proximate result of Defendants' unfair or deceptive acts or  
19 practices, Plaintiff and Class Members have suffered and will continue to suffer actual  
20 damages.

21           89.     Plaintiff and the Class are entitled to equitable relief.

22           90.     Plaintiff has provided Defendants with notice of their alleged violations of the  
23 CLRA pursuant to California Civil Code § 1782(a). If, within thirty (30) days, Defendants  
24 fail to provide appropriate relief for their violations of the CLRA, Plaintiff will amend this  
25 Complaint to seek monetary, compensatory, and punitive damages, in addition to the  
26 injunctive and equitable relief that they seek now.

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**SECOND CAUSE OF ACTION**

**Violation of California Business & Professions Code § 17200, *et seq.***

**(Against All Defendants)**

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4 91. Plaintiff hereby incorporates by reference the allegations contained in the  
5 preceding paragraphs of this Complaint.

6 92. Plaintiff brings this cause of action on behalf of himself and on behalf of the  
7 Nationwide Class, or, in the alternative, on behalf of the California Sub-Classes against all  
8 Defendants.

9 93. California Business & Professions Code § 17200 prohibits acts of “unfair  
10 competition,” including any “unlawful, unfair or fraudulent business act or practice” and  
11 “unfair, deceptive, untrue or misleading advertising.”

12 94. Plaintiff and Class Members are reasonable consumers who do not expect their  
13 steering systems to prematurely fail.

14 95. Defendants knew the Class Vehicles and their steering systems suffered from  
15 inherent defects, were defectively designed or manufactured, would fail prematurely, and  
16 were not suitable for their intended use.

17 96. Defendants were under a duty to Plaintiff and the Class Members to disclose  
18 the defective nature of the Class Vehicles and their steering systems because:

- 19 (a) Defendants were in a superior position to know the true state of facts  
20 about the safety defect in the Class Vehicles’ steering chain systems;  
21 (b) Defendants made partial disclosures about the quality of the Class  
22 Vehicles without revealing the defective nature of the Class Vehicles  
23 and their steering systems; and,  
24 (c) Defendants actively concealed the defective nature of the Class Vehicles  
25 and their steering systems from Plaintiff and the Class.

26 97. In failing to disclose the defects in the steering system, Defendants have  
27 knowingly and intentionally concealed material facts and breached their duty not to do so.

28 98. The facts concealed or not disclosed to Plaintiff and the Class Members by

1 Defendants are material in that a reasonable person would have considered them to be  
2 important in deciding whether to purchase Class Vehicles. Had Plaintiff and other Class  
3 Members known that the Class Vehicles' steering systems were defective, Plaintiff and the  
4 other Class Members would not have purchased Class Vehicles or would have paid less for  
5 them.

6 99. Defendants continued to conceal the defective nature of the Class Vehicles and  
7 their steering systems even after Class Members began to report problems. Indeed,  
8 Defendants still continue to cover up and conceal the true nature of the problem.

9 100. By their conduct, Defendants have engaged in unfair competition and unfair  
10 business practices.

11 101. Defendants' unfair acts or practices occurred repeatedly in Defendants' trade or  
12 business and were capable of deceiving a substantial portion of the purchasing public.

13 102. In addition, as set forth herein, Defendant's acts and practices alleged herein  
14 are unlawful because they violate California Civil Code §§ 1770 (a)(5), 1770 (a)(7), 1770  
15 (a)(9), 1792, *et seq.*, and 1795.90, *et seq.*, California Commercial Code § 2313, and 15 U.S.C.  
16 § 2301, *et seq.*

17 103. Further, as set forth herein, Defendant's acts and practices alleged herein are  
18 deceptive in that they were capable of misleading or deceiving a substantial portion of the  
19 purchasing public.

20 104. As a direct and proximate result of Defendants' unfair practices, Plaintiff and  
21 Class Members have suffered and will continue to suffer actual damages.

22 105. As a direct and proximate result of Defendants' unlawful practices, Plaintiff  
23 and Class Members have suffered and will continue to suffer actual damages.

24 106. As a direct and proximate result of Defendants' deceptive practices, Plaintiff  
25 and Class Members have suffered and will continue to suffer actual damages.

26 107. Defendants have been unjustly enriched and should be required to make  
27 restitution to Plaintiff and Class Members, pursuant to §§ 17203 and 17204 of the Business &  
28 Professions Code.

**THIRD CAUSE OF ACTION**

**(Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty Act,  
California Civil Code §§ 1792 and 1791.1, et seq.)**

108. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

109. Plaintiff brings this cause of action on behalf of himself and on behalf of the members of the Implied Warranty Sub-Class.

110. Defendants were at all relevant times the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Defendants knew or had reason to know of the specific use for which the Class Vehicles were purchased.

111. Defendants provided Plaintiff and Class Members with an implied warranty that the Class Vehicles and any parts thereof are merchantable and fit for the ordinary purposes for which they were sold. However, the Class Vehicles are not fit for their ordinary purpose of providing reasonably reliable and safe transportation because, *inter alia*, the Class Vehicles and their steering systems suffered from an inherent defect at the time of sale and thereafter are not fit for their particular purpose of providing safe and reliable transportation.

112. Defendants impliedly warranted that the Class Vehicles were of merchantable quality and fit for such use. This implied warranty included, among other things: (i) a warranty that the Class Vehicles and their steering systems were manufactured, supplied, distributed, and/or sold by Defendants were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles and their steering systems would be fit for their intended use while the Class Vehicles were being operated.

113. Contrary to the applicable implied warranties, the Class Vehicles and their steering systems at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Plaintiff and Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles are defective, including but not limited to the defective design and manufacture of their steering systems.

114. Defendants' actions, as complained of herein, breached the implied warranty

1 that the Class Vehicles were of merchantable quality and fit for such use in violation of  
2 California Civil Code §§ 1792 and 1791.1.

3 **FOURTH CAUSE OF ACTION**  
4 **(Violation of the Magnuson-Moss Warranty Act**  
5 **Pursuant to 15 U.S.C. § 2301)**

6 115. Plaintiff hereby incorporates by reference the allegations contained in the  
7 preceding paragraphs of this Complaint.

8 116. Plaintiff brings this cause of action on behalf of himself and on behalf of the  
9 Nationwide Class, or, in the alternative, on behalf of the California Sub-Classes, against all  
10 Defendants.

11 117. The Class Vehicles are a “consumer product” within the meaning of the  
12 Magnuson-Moss Act, 15 U.S.C. § 2301(1).

13 118. Plaintiff and Class members are “consumers” within the meaning of the  
14 Magnuson-Moss Act, 15 U.S.C. § 2301(3).

15 119. GM is a “warrantor” within the meaning of the Magnuson-Moss Act, 15 U.S.C.  
16 § 2301(4)-(5).

17 120. Defendants’ express warranty is a “written warranty” within the meaning of the  
18 Magnuson-Moss Act, 15 U.S.C. §2301(6).

19 121. Defendants’ conduct as described above violates 15 U.S.C. § 2302, which  
20 requires a warrantor to “fully and conspicuously disclose in simple and readily understood  
21 language the terms and conditions of such warranty”, including “a statement of what the  
22 consumer must do and expenses he must bear.”

23 122. Defendants’ conduct as described above violates 15 U.S.C. § 2302, which  
24 requires a warrantor to “fully and conspicuously disclose in simple and readily understood  
25 language the terms and conditions of such warranty,” including “exceptions and exclusions  
26 from the terms of the warranty,” as well as the characteristics of the product that that are not  
27 covered under warranty.

28 123. As a result of Defendants’ violations of the Magnuson-Moss Warranty Act as

1 alleged herein Plaintiff and Class Members have incurred damages.

2 **FIFTH CAUSE OF ACTION**

3 **(For Breach of Express Warranty Under Cal. Comm. Code § 2313)**

4 **(Against All Defendants)**

5 124. Plaintiff hereby incorporates by reference the allegations contained in the  
6 preceding paragraphs of this Complaint.

7 125. Plaintiff brings this cause of action on behalf of the Nationwide Class, or, in the  
8 alternative, on behalf of the California Sub-Classes.

9 126. Defendants provided all purchasers and lessees of the Class Vehicles with the  
10 express warranty described herein, which became a material part of the bargain. Accordingly,  
11 Defendants' express warranty is an express warranty under California law.

12 127. The automatic parking system and its components and/or programs were  
13 manufactured by Defendants in the Class Vehicles and are covered by the express warranty.

14 128. Defendants breached the express warranty by:

- 15 (a) Extending a 3 year/36,000 miles Basic<sup>4</sup> and 5 year/ 100,000 miles  
16 Drivetrain warranty with the purchase or lease of the Class Vehicles,  
17 thereby warranting to repair or replace any part defective in material or  
18 workmanship, including the subject steering system, at no cost to the  
19 owner or lessee;
- 20 (b) Selling and leasing Class Vehicles with steering systems that were  
21 defective in material and workmanship, requiring repair or replacement  
22 within the warranty period; and
- 23 (c) Refusing to honor the express warranty by repairing or replacing, free of  
24 charge, the steering system or any of its component parts or  
25 programming and instead charging for repair and replacement parts.

26 129. Plaintiff was not required to notify Defendants of the breach and/or was not  
27 required to do so because affording Defendants a reasonable opportunity to cure its breach of

28 <sup>4</sup> The Buick Enclave comes with a 4 year/50,000 mile bumper-to-bumper warranty.



1 written warranty would have been futile. Defendants were also on notice of the defect from  
2 ODI investigation, the complaints and service requests it received from Class Members, and  
3 through other internal sources.

4 130. As a direct and proximate cause of Defendants' breach, Plaintiff and the other  
5 Class Members have suffered damages and continue to suffer damages, including economic  
6 damages at the point of sale or lease. Additionally, Plaintiff and the other Class Members  
7 either have incurred or will incur economic damages at the point of repair in the form of the  
8 cost of repairs and/or the cost of vehicle repair from possible resulting collisions.

9 131. Plaintiff and the other Class Members are entitled to legal and equitable relief  
10 against Defendants, including actual damages, consequential damages, specific performance,  
11 attorneys' fees, costs of suit, and other relief as appropriate.

12 **RELIEF REQUESTED**

13 Plaintiff, on behalf of himself and all others similarly situated, requests the Court to  
14 enter judgment against Defendants as follows:

- 15 (a) An order certifying the proposed Class and Sub-Classes, designating  
16 Plaintiff as named representatives of the Class, and designating the  
17 undersigned as Class Counsel;
- 18 (b) A declaration that Defendants are financially responsible for notifying  
19 all Class Members about the defective nature of the steering system,  
20 including the need for periodic maintenance;
- 21 (c) An order to enjoin Defendants from further deceptive distribution, sales,  
22 and lease practices with respect to Class Vehicles, and to remove and  
23 replace Plaintiff and Class Members' steering systems with a suitable  
24 alternative product;
- 25 (d) A declaration requiring Defendants to comply with the various  
26 provisions of the Song-Beverly Act alleged herein and to make all the  
27 required disclosures;
- 28 (e) A declaration requiring Defendants to comply with the various

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provisions of the Magnuson-Moss Act alleged herein and to make all the required disclosures;

- (f) An award to Plaintiff and the Class for compensatory, exemplary, and statutory damages, including interest, in an amount to be proven at trial, except that, for now, Plaintiff seeks only equitable and injunctive relief with respect to his claims under California's Consumer Legal Remedies Act, California Civil Code section 1750 *et seq.*;
- (g) Any and all remedies provided pursuant to the Song-Beverly Act, including California Civil Code section 1794;
- (h) A declaration that Defendants must disgorge, for the benefit of the Class, all or part of the ill-gotten profits they received from the sale or lease of its Class Vehicles, or make full restitution to Plaintiff and Class Members;
- (i) An award of attorneys' fees and costs, as allowed by law;
- (j) An award of attorneys' fees and costs pursuant to California Code of Civil Procedure § 1021.5;
- (k) An award of pre-judgment and post-judgment interest, as provided by law; and
- (l) Such other relief as may be appropriate under the circumstances.

**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable.

Dated: March 21, 2013

Respectfully submitted,

Capstone Law APC

By: \_\_\_\_\_

Jordan L. Lurie  
David L. Cheng  
Tarek H. Zohdy  
Cody R. Padgett

Attorneys for Plaintiff Chris Aguilar

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Telephone: (310) 556-4811  
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Chris Aguilar

9  
10 UNITED STATES DISTRICT COURT  
11 EASTERN DISTRICT OF CALIFORNIA

12  
13 CHRIS AGUILAR, individually, and on  
behalf of other members of the general  
14 public similarly situated,

15 Plaintiff,

16 vs.

17 GENERAL MOTORS LLC, a Delaware  
Limited Liability Company; GENERAL  
18 MOTORS COMPANY, a Delaware  
Corporation,

19 Defendants.  
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Case No:

**DECLARATION OF CHRIS AGUILAR IN  
SUPPORT OF PLAINTIFF'S SELECTION  
OF VENUE FOR TRIAL OF CLAIMS  
ARISING UNDER THE CALIFORNIA  
CONSUMER LEGAL REMEDIES ACT**

[Cal. Civ. Code, § 1780, subd. (d)]

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**DECLARATION OF CHRIS AGUILAR**

I, CHRIS AGUILAR, declare under penalty of perjury under the laws of the State of California and the United States of America as follows:

1. I make this declaration based upon my personal knowledge except as to those matters stated herein that are based upon information and belief, which I believe to be true. Unless the context indicates otherwise, I have personal knowledge of the facts stated in this Declaration and if called as a witness, I could and would competently testify thereto. I am Plaintiff Chris Aguilar in the above-captioned matter.

2. Pursuant to California Civil Code section 1780(d), this Declaration is submitted in support of Plaintiff’s Selection of Venue for the Trial of Plaintiff’s Cause of Action alleging violation of California's Consumer Legal Remedies Act.

3. I purchased my 2010 Chevrolet Traverse, which is the vehicle at issue in this action, in 2010, in Fresno, California, which is located in the Eastern District of California.

4. On information and belief, Defendant General Motors Company is a Delaware corporation. Defendant General Motors Company owns 100% and is the parent corporation of Defendant General Motors LLC.

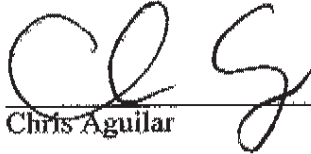
5. On information and belief, Defendant General Motors LLC is a limited liability company organized and in existence under the laws of the State of Delaware, and registered with the Delaware Division of Corporations to conduct business in California. Defendant General Motors Corporate Headquarters is located at 300 Renaissance Center, Detroit, Michigan 48243.

6. On information and belief, Defendants General Motors Company and General Motors LLC (collectively, “Defendant” or “GM”), through their various entities, design, manufacture, construct, assemble, market, distribute, and sell the 2009-2012 GMC Acadia, 2009-2012 Buick Enclave, or 2009-2012 Chevrolet Traverse vehicles at issue in Plaintiff’s Complaint filed concurrently herewith, in the Eastern District of California, Fresno County, and throughout the United States of America.

7. The transactions described above form the basis of this action or a substantial

1 portion thereof, and occurred in the County of Fresno. To the best of my knowledge, based  
2 upon information and belief, Defendant does business in Fresno, California, and advertises  
3 and markets its products, including the products at issue in this complaint, in Fresno County,  
4 California. Accordingly, Fresno County is a proper place for trial of this action.

5 I declare under penalty of perjury under the laws of the State of California that the  
6 forgoing is true and correct. Executed this \_\_th day of March, 2013 in Fresno, California.

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8  \_\_\_\_\_  
9 Chris Aguilar

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
CHRIS AGUILAR, individually, and on behalf of a class of similarly situated individuals,
(b) County of Residence of First Listed Plaintiff Fresno County, California
(c) Attorneys (Firm Name, Address, and Telephone Number)
Jordan L. Lurie, David L. Cheng
Capstone Law APC, 1840 Century Park East, Suite 450
Los Angeles, CA 90067, TEL: (310) 556-4811

DEFENDANTS
GENERAL MOTORS LLC, a Delaware Limited Liability Company;
GENERAL MOTORS COMPANY, a Delaware Corporation,
County of Residence of First Listed Defendant Wayne County, Michigan
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State X 1 1 Incorporated or Principal Place of Business In This State
Citizen of Another State 2 2 Incorporated and Principal Place of Business In Another State
Citizen or Subject of a Foreign Country 3 3 Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)
Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(d), 15 U.S.C. § 2301 et seq.
Brief description of cause:
Class Action for violation of consumer protection and warranty statutes

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000.00
CHECK YES only if demanded in complaint: JURY DEMAND: X Yes 0 No

VIII. RELATED CASE(S) IF ANY
(See instructions): JUDGE DOCKET NUMBER

DATE 03/21/2013
SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE