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17 Attorneys for Plaintiffs,  
18 RYAN HINDSMAN and  
JAMES ANDREWS

19 **UNITED STATES DISTRICT COURT**

20 **NORTHERN DISTRICT OF CALIFORNIA**

21 RYAN HINDSMAN and JAMES ANDREWS, on  
22 behalf of themselves and all others similarly  
23 situated,

Plaintiff,

24 v.

25 GENERAL MOTORS LLC, a Delaware limited  
26 liability company,

27 Defendant.  
28

Case No. 3:17-cv-5337

**CLASS ACTION COMPLAINT AND**  
**COMPLAINT FOR DAMAGES**  
**(Demand for Jury Trial)**

1 Plaintiffs James Andrews and Ryan Hindsman (“Plaintiffs”), acting on behalf of themselves  
2 and all others similarly situated, bring this action for damages and equitable relief against Defendant  
3 General Motors LLC (“GM”):

4 **NATURE OF THE CASE**

5 1. GM designed, manufactured, distributed, marketed, sold, and leased Model Year 2010-  
6 2017 Chevrolet Equinox vehicles with 2.4-liter engines (“Class Vehicles” or “Vehicles”) to Plaintiff  
7 and Class Members.

8 2. Prior to 2010, GM knew that the Class Vehicles contained one or more design and/or  
9 manufacturing defects, including, but not limited to, defects contained in the Class Vehicles’ engines  
10 that cause them to be unable to properly utilize the engine oil and, in fact, to improperly burn off  
11 and/or consume abnormally high amounts of oil (the “Oil Consumption Defect.”)

12 3. Motor oil functions as an essential lubricant for the moving parts in internal combustion  
13 engines. It creates a film separating surfaces of adjacent moving parts to minimize direct contact,  
14 thereby decreasing heat caused by friction and reducing wear. Motor oil also has important cleaning  
15 and sealing functions, and serves as an important medium for dissipating heat throughout the engine.  
16 As a result, the Class Vehicles need the proper amount of engine oil in order for their engines and  
17 related parts to function properly and safely.

18 4. The Oil Consumption Defect is a safety concern because it prevents the engine from  
19 maintaining the proper level of engine oil, causing excessive oil consumption that cannot be  
20 reasonably anticipated or predicted. Therefore, the Oil Consumption Defect is unreasonably  
21 dangerous because it can cause engine failure while the Class Vehicles are in operation at any time  
22 and under any driving conditions or speeds, exposing the Class Vehicle drivers, their passengers, and  
23 others who share the road with them to serious risks of accidents and injury.

24 5. Because the Oil Consumption Defect can cause the Class Vehicles to consume  
25 unacceptably high amounts of engine oil, the rate of oil consumption for some Class Vehicles can be  
26 as high as one quart of oil per 1,000 miles driven. The Oil Consumption Defect thus requires the  
27 addition of substantial amounts of oil between scheduled oil changes and can even result in engine  
28 damage. As a result of the Oil Consumption Defect, its potential safety hazards, and GM’s refusal to

1 acknowledge and fix the problem, many consumers have resorted to purchasing an extra supply of oil  
2 and carrying it with them at all times when driving.

3 6. Plaintiffs and Class Members reasonably expected that their Class Vehicles would not  
4 experience excessive oil consumption during foreseeable and normal usage, including, but not limited  
5 to, the expectation that the Class Vehicles would not require unreasonably frequent oil  
6 changes/additions between scheduled oil changes and that the Class Vehicles would not suffer from a  
7 dangerous defect that could cause the Class Vehicles to unexpectedly seize during operation, creating  
8 the potential for accidents and injuries. These are the reasonable and objective expectations of  
9 consumers.

10 7. Prior to purchasing the Class Vehicles, Plaintiffs and Class Members did not know that  
11 the Class Vehicles suffered from the Oil Consumption Defect and did not contemplate that the Class  
12 Vehicles' engines would be unable to prevent substantial amounts of oil from being consumed due to  
13 the defect contained therein, thereby requiring costly supplemental oil to be added between scheduled  
14 oil changes, as well as other related repairs that can cost hundreds to thousands of dollars.

15 8. GM knew or should have known that the Class Vehicles are defective and suffer from  
16 the Oil Consumption Defect and are not fit for their intended purpose of providing consumers with  
17 safe and reliable transportation. Nevertheless, GM actively concealed and failed to disclose the Oil  
18 Consumption Defect to Plaintiffs and Class Members at the time they purchased or leased their Class  
19 Vehicles and thereafter.

20 9. GM knew of and concealed the existence of the Oil Consumption Defect contained in  
21 every Class Vehicle, along with the attendant dangerous safety problems and associated costs, from  
22 Plaintiff and Class Members at the time they purchased or leased their Class Vehicles and thereafter.  
23 GM's concealment caused Plaintiffs and Class Members to experience the Oil Consumption Defect  
24 throughout the life of the Class Vehicles, which includes use within the warranty period. Had  
25 Plaintiffs and Class Members known at the time of sale or lease about the Oil Consumption Defect and  
26 the associated costs and/or the safety hazards described herein, Plaintiffs and Class Members would  
27 not have purchased the Class Vehicles or would have paid less for them.

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1           16.     In late February 2017, the subtle rock back and forth Plaintiff Andrews experienced  
2 when coming to a stop became worse, with the vehicle now bucking noticeably back and forth when  
3 coming to a stop. In addition to the increased bucking, the vehicle began to make a louder ticking  
4 noise during use. Concerned, Plaintiff Andrews had his local mechanic in Banning, California come to  
5 his home and check the oil level in the vehicle. Plaintiff's mechanic found that over three-quarters of  
6 his vehicle's oil had already been consumed despite driving only 1,000 miles.

7           17.     Immediately thereafter, Plaintiff's mechanic found GM's Service Bulletin SB-  
8 10058791-504 online and decided he would take the vehicle to Diamond Hills Chevrolet Buick GMC  
9 in Banning, California, to see if the vehicle could be fixed. A service technician looked up Plaintiff  
10 Andrews VIN number and told his mechanic there was no recall on the vehicle at that time. No one at  
11 Diamond Hills Chevrolet Buick GMC disclosed the Oil Consumption Defect to Plaintiff Andrews or  
12 Plaintiff Andrews mechanic.

13           18.     Concerned about the Service Bulletin indicating his vehicle's tendency to burn through  
14 oil at excessively high rates, and online complaints indicating other Class Vehicle owners were  
15 experiencing the same issues, Plaintiff Andrews started checking the oil levels of his vehicle every  
16 three days to ensure the vehicle had sufficient oil.

17           19.     On April 14, 2017, with approximately 71,000 miles on his vehicle, Plaintiff Andrews  
18 had a regular oil change performed by his local mechanic. Again, his mechanic noted the vehicle has  
19 consumed an excessive amount of engine oil since the vehicle's last oil change. Dismayed, Plaintiff  
20 Andrews contacted GM directly about what could be done to fix his vehicle's high oil consumption.  
21 Within days after contacting GM, Plaintiff Andrews received a notice from GM that if his vehicle  
22 exhibited excessive engine oil consumption (less than 2,000 miles per quart of engine oil) due to  
23 piston ring wear, GM would extend his warranty to remedy the issue within 7 years and 6 months of  
24 the date the vehicle was originally placed in service or 120,000 miles. (A true and correct copy of  
25 GM's letter is attached hereto as Exhibit 1.)

26           20.     GM's letter states "[t]his letter is intended to make you aware that some 2012 model  
27 year Chevrolet Equinox vehicles, equipped with a 2.4L engine, may exhibit excessive engine oil  
28 consumption (less than 2,000 miles per quart of oil), due to piston ring wear. If this condition is

1 present, an audible rattle or knock from the engine may be heard. The engine oil pressure telltale may  
2 illuminate on the instrument panel or the following message may appear in the Driver Information  
3 Center: “Oil Pressure Low-Stop Engine.” (*Id.*)

4 21. With GM’s letter in hand and approximately 73,000 miles on his vehicle, Plaintiff  
5 Andrews went to Diamond Hills Chevrolet Buick GMC in Banning, California and asked them to fix  
6 the vehicle pursuant to the letter he received from GM. In response, Mark Fradd, the service manager  
7 at Diamond Hills Chevrolet Buick GMC told Plaintiff Andrews that he would need to bring his vehicle  
8 into the dealership every 500 miles for a total of 2,000 miles to have his oil level checked. Plaintiff  
9 Andrews found this response unacceptable given the contents of GM’s letter, his experiences driving  
10 the vehicle, and his mechanic’s repeated notation of substantial oil consumption between checks. Left  
11 with no choice, Plaintiff Andrews contacted GM’s corporate offices.

12 22. GM’s Customer Assistance informed Plaintiff Andrews that the accepted rate of oil  
13 consumption for engines used in vehicles such as his is 2000 miles per 1 quart of oil. GM’s Customer  
14 Assistance insisted that all oil consumption tests had to be done at a Chevrolet Dealership. (A true and  
15 correct copy of Plaintiff’s correspondence with GM is attached hereto as Exhibit 2.)

16 23. Currently, Plaintiff Andrews checks his oil every 2 to 3 days to ensure that his vehicle  
17 has sufficient oil. His mechanic changes his oil every 2,000 miles to ensure that his vehicle has  
18 sufficient oil. Both of these regular occurrences are time consuming activities. Further, Plaintiff is  
19 afraid to take his vehicle on long trips in fear his vehicle could cease working correctly due to  
20 insufficient oil. Plaintiff Andrews continues to experience the Oil Consumption Defect and has  
21 suffered damages as a result of the defect.

22 24. The current mileage on Plaintiff Andrews’ Class vehicle is 77,062.

23 **Plaintiff Ryan Hindsman**

24 25. Plaintiff Ryan Hindsman is a California Citizen who lives in Concord, California.  
25 Plaintiff Hindsman purchased his class vehicle new from Winter Chevrolet, in Pittsburgh, California,  
26 in January 2010 for approximately \$27,500 and uses it for personal, family, or household purposes.  
27 This vehicle was designed, manufactured, sold, distributed, advertised, marketed, and warranted by  
28 GM.

1           26.     The oil level in Plaintiff Hindman’s class vehicle was sufficient at the time fo  
2 purchase.

3           27.     On or around May 2010, with approximately 5,000 miles on the odometer, Plaintiff  
4 Hindsman took his vehicle in for a routine oil change. Upon inspection, a service technician told  
5 Plaintiff Hindsman his was “bone dry inside”. Startled, Plaintiff Hindsman then started manually  
6 adding oil to his Class Vehicle between scheduled oil changes.

7           28.     On or around February 2011, with approximately 18,000 on the odometer, Plaintiff  
8 Hindsman took his Class Vehicle to Concord Chevrolet in Concord, California, for a routine oil  
9 change. There, Plaintiff Hindsman indicated to the service technician that his vehicle was over  
10 consuming oil between routine oil changes. A service technician at Concord Chevrolet told Plaintiff  
11 Hindsman his vehicle would consume less oil if he used synthetic oil rather than conventional oil.  
12 Thereafter, Plaintiff Hindsman used synthetic oil when manually adding oil to his Class Vehicle  
13 between regular oil changes.

14           29.     Thereafter, in approximately February or March 2011, Plaintiff Hindsman noticed his  
15 Class Vehicle would make a “gurgling” sound while driving. Plaintiff Hindsman noticed this  
16 “gurgling” sound would temporarily improve after manually adding oil to the Class Vehicle. However,  
17 this “gurgling” sound would resume again after routine use of the Class Vehicle.

18           30.     In approximately March 2014, Plaintiff Hindsman received a notice from GM  
19 regarding his Class Vehicle. The notice indicated to Plaintiff Hindsman that if his vehicle exhibited  
20 excessive engine oil consumption (less than 2,000 miles per quart of engine oil) due to piston ring  
21 wear, GM would extend his warranty to remedy the issue within 7 years and 6 months of the date the  
22 vehicle was originally placed in service or 120,000 miles. (A true and correct copy of GM’s letter is  
23 attached hereto as Exhibit 2.)

24           31.     GM’s letter states “[t]his letter is intended to make you aware that some 2012 model  
25 year Chevrolet Equinox vehicles, equipped with a 2.4L engine, may exhibit excessive engine oil  
26 consumption (less than 2,000 miles per quart of oil), due to piston ring wear. If this condition is  
27 present, an audible rattle or knock from the engine may be heard. The engine oil pressure telltale may  
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1 illuminate on the instrument panel or the following message may appear in the Driver Information  
2 Center: “Oil Pressure Low-Stop Engine.” (*Id.*)

3 32. In approximately spring 2015, with approximately 80,000 miles on his vehicle,  
4 Plaintiff Hindsman with the notice received by GM in hand, brought his Class Vehicle to Momentum  
5 Chevrolet California to have it repaired pursuant to the notice received by GM. Upon inspection and  
6 after a diagnostic, a technician determined that Plaintiff Hindsman’s Class Vehicle had failed the oil  
7 consumption test. Thus, the technician determined the Class Vehicle was consuming excessive oil  
8 between regular scheduled oil changes. This technician promised Plaintiff Hindsman his vehicle  
9 would be repaired the following week.

10 33. The following week, Plaintiff Hindsman returned to Momentum Chevrolet to have his  
11 Class Vehicle fixed pursuant to the failed diagnostic oil consumption test and the technician’s promise  
12 to repair his Class Vehicle. Upon arrival at Momentum Chevrolet, Plaintiff Hindsman learned that the  
13 technician that had promised him to repair his Class Vehicle was no longer employed at Momentum  
14 Chevrolet. In addition, Plaintiff Hindsman was informed his Class Vehicle was to be re-tested for  
15 excessive oil consumption. Thereafter, Plaintiff Hindsman was informed his Class Vehicle “passed”  
16 its oil consumption test and no repairs were going to be done to his Class Vehicle.

17 34. Since 2010, Plaintiff Hindsman has manually added approximately 12 quarts of oil per  
18 year to his Class Vehicle between regularly scheduled oil changes. Plaintiff Hindsman has resorted to  
19 buying oil in bulk quantities from Costco in order to save money on this routine endeavor. Plaintiff  
20 Hindsman’s Class Vehicle continues to suffer from the Oil Consumption Defect.

21 35. Today, Plaintiff Hindsman has 113,486 miles on his vehicle.

22 **Defendant**

23 36. Defendant General Motors LLC is a Delaware limited liability company with its  
24 principal place of business located at 300 Renaissance Center, Detroit, Michigan, and is a citizen of  
25 the States of Delaware and Michigan. The sole member and owner of General Motors LLC is General  
26 Motors Holding LLC. General Motors Holdings LLC is a Delaware limited liability company with its  
27 principal place of business in the State of Michigan.



1 37. GM, through its various entities, including Chevrolet, designs, manufactures, markets,  
2 distributes, and sells its vehicles in this District and multiple other locations in the United States and  
3 worldwide. GM and/or its agents designed, manufactured, and installed the GM engine systems in the  
4 Class Vehicles. GM also developed and disseminated the owner's manuals, warranty booklets,  
5 advertisements, and other promotional materials pertaining to the Class Vehicles.

6 **JURISDICTION AND VENUE**

7 38. This Court has jurisdiction over this action under the Class Action Fairness Act  
8 ("CAFA"), 28 U.S.C. § 1332(d). There are at least 100 members in the proposed class, the aggregated  
9 claims of the individual Class Members exceed the sum or value of \$5,000,000.00 exclusive of interest  
10 and costs, and Members of the Proposed Class are citizens of states different from Defendant.

11 39. This Court may exercise jurisdiction over GM because, through its business of  
12 distributing, selling, and leasing the Class Vehicles in this District, GM has established sufficient  
13 contacts in this District such that personal jurisdiction is appropriate.

14 40. Venue is proper in this District under 28 U.S.C. § 1391(a) because a substantial part of  
15 the events or omissions giving rise to Plaintiffs' claims occurred in this District. Specifically, Plaintiff  
16 Hindman's Class Vehicle was purchased in this District. (Plaintiffs' counsel's Declaration, as  
17 required under California Civil Code section 1780(d), is also attached hereto as Exhibit 3.)

18 **FACTUAL ALLEGATIONS**

19 41. For years, GM designed, manufactured, distributed, sold, and leased the Class  
20 Vehicles. It has sold, directly or indirectly through dealers and other retail outlets, millions of Class  
21 Vehicles throughout the United States.

22 42. The Class Vehicles contain one or more design and/or manufacturing defect, including,  
23 but not limited to, the Oil Consumption Defect.

24 43. GM learned of the Oil Consumption Defect prior to 2010 through sources not available  
25 to Class Members, including, but not limited to: (1) pre-release testing data; (2) early consumer  
26 complaints about the Oil Consumption Defect to GM and its dealers about the Class Vehicles, as well  
27 as other earlier model year versions of such vehicles; (3) testing conducted in response to those  
28

1 complaints; and (4) aggregate data from GM dealers, including dealer repair orders and high warranty  
2 reimbursement rates that can cost up to several thousand dollars for each class vehicle;

3 44. The Oil Consumption Defect was so prevalent in 2011 Chevrolet Equinox models that  
4 GM issued a Service Bulletin, SB-10058791-504 (the "Service Bulletin"), to aid repair technicians  
5 who encountered 2011 Class Vehicles with the Oil Consumption Defect. (A true and correct copy of  
6 the Service Bulletin is attached hereto as Exhibit 4.)

7 45. In the Service Bulletin, GM acknowledges "[s]ome 2011 model year Chevrolet  
8 Equinox and GMC Terrain vehicles, equipped with a 2.4L engine, may exhibit excessive engine oil  
9 consumption (less than 2,000 miles per quart of engine oil), due to piston ring wear." (*Id.*)

10 46. In the Service Bulletin, GM details parts required to complete the repair for the Oil  
11 Consumption Defect:

Part Number	Description	Quantity/Vehicle
19303450	Piston Kit	1
12637166	Gasket Kit, Cylinder Head	1
12609291	Gasket Kit, Camshaft Cover	1
12635447	Seal, Chain Package, Timing	1
12635427	Chain Assembly, W/Pmp And Balr Shf	1
12649233	Tensioner Asm - W/Pmp & Balr Shf Chain	1
24435052	Gasket, Engine Front Cover	1
12602379	Seal, Fuel Pump Housing (Oring)	1
12608374	Pipe Asm, Fuel Feed Inter	1
12584041	Seal, Cr/Shf Front Oil	1
11589123	Bolt Asm, Hx Hd W/Con Spr Washer	1
11588844	Bolt, Cm/Shf Posn Actr	2
12605566	Filter, Oil	1
19293000	Oil, Engine, AC Delco DEXOS1 5W30	5
90537293	Screw Schraube (Connecting Rod)	8
88864346	Sealant, RTV	2
90537336	Guide, Balr Chain	1
12346290	Coolant, Engine, Dexcool Antifreeze	1

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22 47. Further, in the Service Bulletin, GM requires that an oil consumption test be conducted  
23 in order to determine if a full replacement of pistons and rings is required. Specifically, GM notes:

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- 25 • If the oil consumption test indicates that the rate of consumption is less  
26 than 1 quart (0.946L) of oil every 2,000 miles (3,200 km), note the oil  
consumption rate and the date that the ECM was reprogrammed. No  
further action is required.
  - 27 • If the oil consumption test indicates that the rate of consumption is greater  
28 than 1 quart (0.946 L) of oil every 2,000 miles (3,200 km), note the oil

1 consumption rate, date that the ECM was reprogrammed and replace the  
2 pistons and rings.

3 48. GM had and continues to have a duty to disclose the Oil Consumption Defect and the  
4 associated out-of-pocket repair costs to Plaintiffs and Class Members because: (1) the defect poses an  
5 unreasonable safety hazard; (2) GM had and continues to have exclusive knowledge and/or access to  
6 material facts about the Class Vehicles and engines that were and are not known to or reasonably  
7 discoverable by Plaintiffs and Class Members; and (3) GM has actively concealed the defect from its  
8 customers.

9 49. Hundreds, if not thousands, of purchasers and lessees of the Class Vehicles have  
10 experienced the Oil Consumption Defect. Complaints filed by consumers with the NHTSA and  
11 posted on the Internet demonstrate that the Oil Consumption Defect is widespread. These complaints  
12 illuminate GM's awareness of the Oil Consumption Defect and its potential danger (note that spelling  
13 and grammar mistakes remain as found in the original):

- 14 • NHTSA Complaint: [2012 Chevy Equinox] WE BUY THIS CAR  
15 FROM CHEVROLET COMPANY ON NOVEMBER 14,2011.

16 SINCE THAT TIME THE CAR WAS NOT IN OFTEN USE. UP TO  
17 ONE YEAR IT IS WAS IN THE STORAGE

18 WHEN WE BEGAN TO USE IT REGULAR WE NOTE THAT THE  
19 ENGINE HAS SOME FACTORY DEFECT, THE ENGINE OIL IS  
20 OFTEN DID NON RECEIVE TO EVEN 5000 MILES, AT THE 2500  
21 MILES ESTIMETELY, WE WERE FORCE TO ALWAYS CHANGE  
22 OIL, THE OIL COLOR OF THE ENGINE WAS ALWAYS VERY  
23 BLACK AS DIRTY, WE ALWAYS WERE WONDERING, WHY THE  
24 COLOR OF THE ENGINE OIL IS TURNS VERY BLACK, LIKE WE  
25 DID NOT CHANGED IT FOR LONG TIME.

- 26 • NHTSA Complaint: [2012 Chevy Equinox] WAS TOLD BY MY  
27 MECHANIC THE VEHICLE WAS BURNING OIL. FOUND OUT IN  
28 MAY 2017 THAT CHEVY IS AWARE OF A DEFECTIVE PISTON  
RING PROBLEM THAT CAUSES THIS. THEY HAVE BEEN AWARE  
SINCE AT LEAST 2015. WAITED 2 YEARS TO NOTIFY ME BY  
MAIL. WHEN I WENT TO A DEALER TO HAVE PROBLEM FIXED I  
WAS TOLD VEHICLE HAS TOO MANY MILES ON IT. IT WOULD  
NOT HAVE HAD TOO MANY MILES HAD I BENN NOTIFIED 2  
YEARS AGO!

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- NHTSA Complaint: [2012 Chevy Equinox] BOUGHT USED AND THEN STARTED NOTICING OIL DISAPPEARING. TOOK TO DEALER, OIL CONSUMPTION TEST DONE, DEALER SAYS NORMAL USE. NO HELP FROM THE DEALER AT ALL. CONSUMPTION GOT WORSE, WENT FROM 2 QUARTS TO 4 QUARTS BETWEEN OIL CHANGES. IN THE MEANTIME HAD TO REPLACE CATALYTIC CONVERTER AND A CRACKED EXHAUST MANIFOLD AND NOW HAVE A CHECK ENGINE LIGHT INDICATING O2 SENSOR PROBLEM, GAS MILEAGE DROPPING TOO. AFTER RESEARCHING, THESE PROBLEMS SEEM TO BE CAUSED BY THE OIL USE ISSUE. ENGINE PROBABLY NEEDS NEW RINGS AND PISTONS(\$2500 AT THE DEALER) BUT OTHER INTERNAL DAMAGE MAY BE PRESENT SO COST MAY BE EVEN MORE. I FOUND ON THE INTERNET THAT GM HAD EXTENDED WARRANTY FOR THIS ISSUE BUT ONLY UP TO 7 YRS OR 120K MILES. SO, I AM OUT OF LUCK AND DEALER DID NOT MENTION THIS AS THIS STARTED WHILE STILL UNDER 120K MILES. CONSULTED A HONEST MECHANIC FRIEND AND HE SAYS IT WOULD BE CHEAPER TO REPLACE THE ENGINE. HE QUOTED \$1800 FOR ENGINE AND LABOR, TURN KEY JOB, WITH A ONE YEAR WARRANTY ON EVERYTHING. I TRUST HIM. ONLY CHOICE IS TO REPLACE ENGINE OR GET RID OF THE CAR.
  - NHTSA Complaint: [2012 Chevy Equinox] THIS VEHICLE HAS KNOWN OIL CONSUMPTION ISSUES. IN APRIL 2016 THE VEHICLE WAS LURCHING AND SHAKING. DURING SERVICE OF THE VEHICLE THEY STATED THE OIL WAS LOW, WHICH HAS BEEN ON ONGOING ISSUE. WE WERE ADVISED TO BRING IT BACK IN AUGUST FOR AN OIL CONSUMPTION TEST. WE TOOK IT IN FOR THE OIL CONSUMPTION TEST. NOW IN MAY 2017 WE ARE EXPERIENCING THE SAME ISSUES. INTERESTINGLY ENOUGH THE DEALERSHIP NOW HAS NO RECORD OF THE OIL ISSUES, INCLUDING THE OIL CONSUMPTION TEST. THE DEALERSHIP RUMMAGED THROUGH THE GLOVE COMPARTMENT AND STATED THE VEHICLE WAS ONLY GETTING OIL CHANGES EVERY 6000. IN FACT, NOT ALL TO THE OIL CHANGE RECEIPTS GO IN THE GLOVE COMPARTMENT. WE BELIEVE GM IS ATTEMPTING TO HIDE THE ISSUE. ULTIMATELY THE VEHICLE WILL LURCH AND CAUSE PERSONAL INJURY OR PROPERTY DAMAGE.
  - NHTSA Complaint: [2012 Chevy Equinox] TL\* THE CONTACT OWNS A 2012 CHEVROLET EQUINOX. WHILE DRIVING 55 MPH, THE VEHICLE RATTLED AND MADE A HOST OF NOISES, WHICH INDICATED THAT THERE WAS NO OIL IN THE VEHICLE. THE CONTACT STATED THAT TWO QUARTS OF OIL WERE PLACED IN THE VEHICLE, BUT IT PREMATURELY DISSIPATED BEFORE THE INTENDED MILEAGE MARK. THE CONTACT STATED THAT

1 OIL WAS ADDED TO THE VEHICLE THREE TIMES IN A SHORT  
2 PERIOD OF TIME. THE VEHICLE WAS TAKEN TO THE DEALER  
3 WHERE IT WAS DIAGNOSED THAT THERE WAS AN OIL  
4 CONSUMPTION FAILURE. THE VEHICLE WAS NOT REPAIRED,  
5 BUT THE CONTACT MADE AN APPOINTMENT WITH THE  
6 DEALER. THE MANUFACTURER WAS NOT MADE AWARE OF  
7 THE FAILURE. THE FAILURE MILEAGE WAS 91,000.

- 8 • NHTSA Complaint: [2012 Chevy Equinox] ON APRIL, 13 2017, MY  
9 WIFE WAS EXITING THE HIGHWAY ON THE WAY HOME FROM  
10 WORK. THE VEHICLE IMMEDIATELY SLOWED AND SHUT  
11 DOWN NEARLY CAUSING HER TO BE RUN OVER BY A SEMI-  
12 TRACTOR BEHIND HER. BECAUSE THE CAR COULD NOT BE RE-  
13 STARTED, I HAD IT TOWED TO MY USUAL MECHANIC. HIS  
14 DIAGNOSIS SHOWED IT HAD A TIMING CHAIN FAILURE WHICH  
15 TORE UP THE UPPER END OF THE MOTOR. IN HIS EXPERIENCE  
16 SUCH DAMAGE WAS THE RESULT OF OIL ISSUES. THIS CAME  
17 AS A GREAT SHOCK TO MEASURE I REGULARLY CHANGE THE  
18 OIL EVERY 3000 MILES. I WENT HOME THAT NIGHT AND  
19 BEGAN TO RESEARCH THIS PROBLEM AND HAVE FOUND  
20 THAT THIS IS NOT A RARE OCCURRENCE WITH THIS MOTOR. I  
21 WOULD HAVE TO ADD FROM 1-3 QUARTS OF OIL BETWEEN  
22 CHANGES BUT BECAUSE THERE WERE NO BULLETINS OR  
23 RECALLS I WAS TOLD I WOULD JUST HAVE TO DEAL WITH IT.  
24 SO I GUESS I NEED TO KNOW HOW MANY OF THESE VEHICLES  
25 HAVE TO DIE IN TRAFFIC OR PEOPLE HAVE TO DIE OR BE  
26 INJURED BEFORE SOMEONE TAKES NOTICE. I WILL HAVE TO  
27 REPLACE MY MOTOR (OVER \$5000) AND GM KNOWS THESE  
28 PROBLEMS EXIST. IT WAS JUST A MATTER OF TIME. AND TO  
ADD INSULT TO INJURY, GM EXPECTS ME TO HAVE THE  
VEHICLE TOWED TO THEIR FACILITY AT MY EXPENSE SO  
THEY CAN CONFIRM THE DIAGNOSIS. IF THE DIAGNOSIS IS  
CONFIRMED, THEN I'LL HAVE TO TOW IT BACK TO MY GUY SO  
HE CAN FIX IT. ANOTHER \$200 BUCKS. ONCE AGAIN, DOESN'T  
ANYONE MONITOR THE INTERNET ABOUT THIS STUFF?  
PEOPLE GET SO FRUSTRATED WHEN DEALING WITH LARGE  
CORPORATIONS, THEY HAVE NO CHOICE BUT TO SHARE  
THEIR STORIES WITH INDEPENDENT SOURCES. AND GM  
SURELY WON'T INCUR ADDITIONAL EXPENSES WITHOUT  
GOVERNMENT SCRUTINY. WE'VE LEARNED THAT THE HARD  
WAY. I JUST WANT THEM TO DO THE RIGHT THING. ADMIT IT  
WAS A PROBLEM-PLAGUED MOTOR AND FIX IT. THANK YOU  
FOR YOUR TIME.

- NHTSA Complaint: [2012 Chevy Equinox] GOES THROUGH 4  
QUARTS OF OIL BETWEEN OIL CHAGES WHICH ARE DONE  
EVERY 3 THOUSAND MILES. OIL LIGHT DOES NOT COME ON  
WHEN YOU ARE 3 QUARTS LOW.

- 1 • NHTSA Complaint: [2012 Chevy Equinox] TL\* THE CONTACT OWNS  
2 A 2012 CHEVROLET EQUINOX. THE CONTACT STATED THAT  
3 THE CHECK OIL ENGINE WARNING INDICATOR ILLUMINATED.  
4 THE CONTACTED ASSUMED THAT THE OIL NEEDED TO BE  
5 CHANGED. THE VEHICLE WAS TAKEN TO THE DEALER WHERE  
6 IT WAS DIAGNOSED AS EXCESSIVE OIL CONSUMPTION. THE  
7 VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS  
8 MADE AWARE OF THE ISSUE. THE FAILURE MILEAGE WAS  
9 94,000.
- 10 • NHTSA Complaint: [2012 Chevy Equinox] CHECK ENGINE LIGHT  
11 CAME ON. CAR HAD BEEN IDLING ROUGH AND WOULD  
12 ALMOST STALL OUT AT RED LIGHTS. ALSO MADE A TICKING  
13 NOISE WHEN PRESSING ON THE ACCELERATOR AT ABOUT 20-  
14 25 MPH. I TOOK IT TO THE MECHANIC AND HE FOUND THE OIL  
15 LEVEL LOW. PERFORMED AN OIL CHANGE AND CLEARED THE  
16 DIAGNOSTIC CODE. HE ALSO GAVE ME INFORMATION  
17 PERTAINING TO THIS EXCESSIVE OIL CONSUMPTION  
18 BULLETIN. NOW I WILL HAVE TO CHECK MY OIL LEVEL AND  
19 MAKE SURE TO GET AN OIL CHANGE EVERY 3000 MILES.
- 20 • NHTSA Complaint: [2013Chevy Equinox] USING WAY TO MUCH  
21 OIL. VERY DISAPPOINTED. I BUY A CAR TO KEEP LONG TERM.  
22 PRETTY OBVIOUS THIS PROBLEM WAS WELL KNOWN BY  
23 AUTOMAKER. I WAS NEVER NOTIFIED. WILL NEVER BUY A GM  
24 AGAIN!!!!
- 25 • NHTSA Complaint: [2013Chevy Equinox] I HAD 100,000 MILES ON  
26 MY CHEVY EQUINOX AND IN DECEMBER WITH OUT WARNING  
27 THE ENGINE BLEW UP. I HAD RECENTLY HAD A OIL CHANGE  
28 BUT WAS TOLD THE ENGINE BARELY HAD ANY OIL. I HAD  
ARRIVED AT A DOCTORS OFFICE WAS THERE FOR A HOUR  
AND WHEN I WENT TO START MY CAR IT WAS COMPLETELY  
DEAD. I HAD TO REPLACE THE ENGINE.
- NHTSA Complaint: [2013Chevy Equinox] TL\* THE CONTACT OWNS  
A 2013 CHEVROLET EQUINOX. WHILE DRIVING AT AN  
UNKNOWN SPEED, A LOUD ABNORMAL TICKING SOUND  
EMITTED FROM THE VEHICLE WITHOUT WARNING. THE  
VEHICLE WAS TAKEN TO A DEALER WHERE IT WAS  
DIAGNOSED THAT THERE WAS NO OIL IN THE VEHICLE. THE  
TECHNICIAN PERFORMED AN OIL CHANGE AND  
COMPRESSION TEST EVERY 1,000 MILES. THE CONTACT WAS  
INFORMED THAT THE PISTON IN THE ENGINE FAILED AND  
NEEDED TO BE REPLACED. THE VEHICLE WAS REPAIRED, BUT  
THE FAILURE RECURRED. THE VEHICLE WAS TAKEN TO AN  
INDEPENDENT MECHANIC WHERE THE TECHNICIAN STATED  
THAT THE VEHICLE WAS BURNING OIL RAPIDLY. THE  
VEHICLE WAS NOT REPAIRED. ON ANOTHER OCCASION, THE



1 VEHICLE FAILED TO SHIFT GEARS PROPERLY. THE VEHICLE  
 2 WAS TAKEN TO THE DEALER WHERE IT WAS DIAGNOSED  
 3 THAT THE TRANSMISSION NEEDED TO BE REPLACED. THE  
 4 TRANSMISSION WAS REPAIRED WITH UNKNOWN PARTS. THE  
 5 CONTACT ALSO STATED THAT THE WINDSHIELD WIPERS  
 6 FAILED TO OPERATE INTERMITTENTLY. THE VEHICLE WAS  
 7 NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS  
 8 NOT NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS  
 9 33,000.

- 10
- 11 • Online Complaint: I had the exact same issues as everyone else. The 2012  
 12 Equinox started to sound like an old Model T and would die at red lights. I  
 13 took to our mechanic and he said there was no oil in the car! He called the  
 14 Chevy rep for us which came to look and told him we needed a new  
 15 engine because we let it run with no oil. Our mechanic said well I change  
 16 their oil every 5,000 miles so I know that's not true. The rep said they need  
 17 to be changing every 1,000 miles! We could not believe it so I called  
 18 Detroit. GM said this was normal and my husband should be putting oil in  
 19 it all the time. We went with a brand new engine because were told if we  
 20 put an old one in the same thing would happen again. Once its paid off it  
 21 will be gone! We will never buy another Chevrolet again! Now my  
 22 daughter drives it, we taught her how to check the oil and add if needed!  
 23 OMG REALLY????

- 24 • Online Complaint I had 2 oil consumption tests done in 2015 before  
 25 100,000 miles and was told both times that my car "met the specs". I have  
 26 to travel around with quarts of oil in my car because I constantly have to  
 27 check the oil and fill it up.

28 I recently received a letter from Chevrolet stating that they now  
 acknowledge an oil consumption problem with this model year Equinox.  
 My problem is I now have 138,000 miles and the fix is for vehicles with  
 less than 120,000 miles. Neither my car dealership (Anoka MN) or  
 Chevrolet are willing to fix the problem because I now have over 120,000  
 miles, even though I was having the problem below 100,000 miles.

I am definitely angry about this and am going to go to the top to address  
 this issue. I'd like to know why 120,000 miles is the "magical number" for  
 mileage. I am looking for a new vehicle and will not buy an Equinox and  
 will not by a Chevrolet. I feel I have not been dealt with fairly.

- Online Complaint I BOUGHT A 2012 CHEVROLET EQUINOX WITH  
 APPROX 2000 MILES AT TIME OF PURCHASE. AROUND 20,000  
 MILES I NOTICED IT USING OIL BETWEEN OIL CHANGES. TOOK  
 IT TO CHEVROLET IN 2015, TOLD THEM THE PROBLEM. THEY  
 REPLACED THE SEAL WITH OIL FILTER. THE LAST YEAR IT  
 HAS STALLED, ENGINE KNOCK AND STILL USING MORE OIL. I  
 GOT A LETTER MAY 2017 SAYING I NEED TO TAKE THE  
 EQUINOX TO CHEVROLET DEALER IF I HAVE ANY PROBLEMS

1 STATED IN THE LETTER, WHICH I HAVE AND STILL DO. THEY  
2 TOLD ME I HAD TO DRIVE IT 500 MILES, BRING IT BACK TO DO  
3 A ENGINE OIL PRESSURE TEST. AM STILL DRIVING IT. AFRAID  
4 TO BUT VERY WORRIED AND CONCERNED ABOUT THIS  
5 PROBLEM.

- 6 • Online Complaint The problem started around late 2015 had almost  
7 100,000 miles on the car started using more oil than usual. Didn't think  
8 there was a problem but it got worse as time went on started adding two  
9 quarts of oil between oil changes. Now I'm up to 3 quarts of oil between  
10 oil changes I didn't realize there was a problem until I got a letter from  
11 GM saying that they would repair the problem. But now I have a 148000  
12 on the car and it's out of warranty, so now what do I do.
- 13 • Online Complaint I own a 2012 Equinox LS. I bought the vehicle used  
14 with only \$25,000 miles. At around \$35,000 miles the timing chain had to  
15 be replaced. Shortly after I had to start an oil consumption test, the vehicle  
16 was not running well and the engine was ticking. No oil on the dipstick  
17 and vehicle was not even close to the next oil change due. I'm now at  
18 \$44,000 miles and still doing the oil consumption test.

19 This time the Engine is knocking very loudly, no oil on dipstick again,  
20 yellow bubbly fluid and the smell of gas. Dealer tops it off - down 3 quarts  
21 this time. Come back again between \$1,500 and \$2,000 miles.

22 I was told by the dealership that GM has a special warranty for the engine  
23 in the 2012 Equinox because they are aware of the problem. I was told the  
24 pistons are probably bad - and this was said to me when we first started  
25 the oil consumption test, but I need to do this test in order to prove to GM  
26 there is a problem. Hoping this is true.

27 At this point I'm very aggravated and worried the engine will go one day  
28 while I'm driving.

- 29 • Online Complaint I purchased my 2012 Equinox new, late in 2011. It now  
30 has just over 80,000 miles. I have done all routine maintenance on the  
31 vehicle but a couple days ago the check engine light came on... so I  
32 brought it in for service at my dealer. I was told that my vehicle had NO  
33 oil... nothing was registering on the dip stick at all! I was told that this is a  
34 prevalent problem with this make and model... that I needed to check my  
35 oil every 1000 miles now and that I may need to get my pistons etc..  
36 replaced. Estimate...\$2500.00 ! That was yesterday... and today the same  
37 check engine light is on. OnStar diagnosis today... same problem. In  
38 reading the same problem over and over again on this site, something  
39 needs to be done and there needs to be a recall!
- 40 • Online Complaint I bought this car about 2 years ago and for some reason  
41 every time I check the oil, the oil is low, even after an oil change. This is  
42 ridiculous. I just don't understand how a car consumes oil. I took it to the



1 dealership and they don't understand why it does that. I took to the  
2 mechanic to check for leaks, nothing. So where the hell is the oil going if  
3 its not leaking? I wish I knew this before I bought this car because I see  
4 big problems with this in the future because my wife drives this car and  
5 she doesn't know anything about cars. She takes my kids to daycare every  
6 morning. I keep up with all maintenance that needs to be done, but I have  
7 a feeling my heads are going blow or something bad is going to happen if  
8 this problem is not resolved.

- 9 • Online Complaint We purchased a used 2012 Chevrolet Equinox used in  
10 early 2015 with a little over 27,000 miles showing on the odometer and  
11 were well pleased with vehicle at the time. About a thousand miles later, I  
12 was checking the oil and noticed it was low...had to add about 1/2 quart or  
13 so to top it off. I thought this was unusual since it just had a fresh change  
14 when we bought it. When I changed the oil about three thousand miles  
15 later, it was almost a quart low then. The engine now has a little over  
16 45,000 miles on it and I'm having to add about 1-2 quarts in between oil  
17 changes, which is ridiculous for a modern engine. Searching through the  
18 internet tonight, I'm seeing this is a common issue for these engines that is  
19 being blamed on a faulty engineering piston / ring / timing chain design.  
20 Has anyone else had any luck getting GM to stand behind their product  
21 and correct the problem or am I just stuck with keeping a case of oil  
22 around all the time? I'm going to make it my life's calling to tell everyone  
23 about this and warn them off this vehicle. We've always bought Ford  
24 products in the past and I was hesitant about buying a Government Motors  
25 product, wished now that had trusted my gut on this purchase.
- 26 • Online Complaint Do not buy this vehicle. First day I bought it we had to  
27 get the timing chain replaced. The check engine light stays on. A part that  
28 had to do with the gas had to be replaced. Now I am dealing with the  
engine oil consumption issue. BTW the warranty is up at 100,000 mine is  
at 128,000. I'm burning a quart a week.
- Online Complaint This car uses excessive oil. I drive several miles a day. I  
have mentioned this to the local dealer and they gave me a list of items to  
"fix" which cost several thousand dollars. I have to monitor my own oil  
because the oil light does not come on when it is real low. It does come on  
when it is time for the oil to be changed. I have owned several Chevrolet  
vehicles but this one has caused me the most problems. I have called and  
there does not appear to be a recall or legitimate explanation as to why the  
car uses so much oil. I do not have a leak on the ground.
- Online Complaint Since the day I bought this vehicle, it has eaten oil. I  
drive the car about 100 miles a day and have to add at least 2 quarts a  
week. I have spoken to other Equinox owners and they all seem to have  
the same issue. Around a quart for every 1000 miles.
- Online Complaint This car has used a quart of oil every 1000 miles from  
day one....mentioned to my mechanic at regular scheduled oil changes and

1 was always told it was normal. Upon looking into my constant complaint  
 2 my mechanic recommended to file a complaint as this oil consumption  
 3 seems to be a big problem. This should be recalled if Chevy was  
 4 reputable. This is the second Chevy and probably the last I will purchase,  
 as much as it cost to purchase a nice vehicle you should not have to deal  
 with these big issues from day one. Engine should be recalled and  
 replaced , not at the owners expense.

- 5 • Online Complaint Wife was driving to work and car stopped on highway  
 6 wouldn't start. She called me crying because she loves that car. Got it to  
 7 the local dealership and said it had no oil. Told them there is no way that I  
 8 just checked it a few days ago and topped it off. They tell me those  
 9 engines are bad for going through oil and that the warranty won't fix the  
 problem because all my paper work got thrown away. If GM knows about  
 the oil problem in these wouldn't you think they would make it right? GM  
 is garbage vehicles, don't buy anything GM.

- 10 • Online Complaint We just found out that the Equinox is known for  
 11 burning excess oil. We never expected to have to check the oil frequently  
 12 on a new vehicle. The engine light came on so my husband checked the  
 13 oil, as it was due for an oil change, and there was no oil on the dipstick!  
 14 He immediately took it the next morning to the dealership in Washington,  
 IL. They told him that GM is aware of the problem and will replace the  
 engine. How long have we been driving it with no oil in it? It doesn't say  
 that the oil level is low. The engine has to be ruined! We won't be buying  
 15 another Chevy.. We have to check the oil every 1,000 miles until the next  
 16 oil change. If it qualifies as a problem we will get a new engine. On a  
 fairly new car...Really??

- 17 • Online Complaint Suddenly I noticed a rattling sound that got worse over  
 18 time. I was leaving work when a co-worker heard the noise, came over  
 19 and popped the hood to check the oil level. The stick was dry! He asked  
 20 me to go into the shop (I work at a dealership Not Chevrolet) so he could  
 21 put some oil in for me. He put in two quarts and said come in tomorrow  
 for a more thorough check. Engine was down three quarts. Gave me a  
 complete oil change and sent me on my way.

22 Here it is Feb and the same thing happened. Down four quarts of oil!  
 23 Taking it to Chevy for the inevitable run around. I've dealt with them  
 24 before for other issues. Never a solution. The service writers always give  
 me the feeling that I am someone to avoid like the plague and I get never a  
 25 solution . It's all in my head. Never again will I buy a Cherolet.  
 #mycheysucks

- 26 • Online Complaint I purchased this 2012 Chevy with intentions of it being  
 27 my last car. I normally purchase foreign cars because I strongly believe in  
 the engines. This car burns all of the oil after an oil change in less than 30  
 28 days. I have my car serviced on 4/17/2015 and after checking oil before a  
 road trip on 5/11/2015 it was barely on dipstick. After driving to Atlanta

1 less than 300 miles I had to add more oil. Using synthetic blend gets  
 2 expensive. I would never recommend this car to anyone. The dealer is not  
 3 at fault but Chevy is because they have received numerous complaints.  
 4 They claim bad oil rings and can be repaired for approx. \$2500

- 5 • Online Complaint We noticed our engine was rattling and decided we  
 6 should check the oil. It was down 2 quarts so we added oil and since it was  
 7 about time for an oil change, we had it changed. We are now 3,000 mile  
 8 into this oil change and have already added oil. We will be contacting the  
 9 dealership to see if there is a fix for this that isn't going to cost us an arm  
 10 and a leg. There is now 72,332 miles on this engine and we use Royal  
 11 Purple Performance synthetic oil.

- 12 • Online Complaint I was a victim of the excessive oil consumption  
 13 problems that, I now understand are common with the Chevy Equinox. I  
 14 did not know that the oil was low, which I had changed approx 4000 miles  
 15 before. I first became aware of the problem when my engine would stop  
 16 each time I stopped at an intersection. I was on the way to my repair  
 17 garage when I heard a rather loud noise coming from the engine  
 18 compartment. Pull over to the side of the road and called AAA.

19 Car was towed to my normal service garage. My mechanic could not help  
 20 so I had the car towed to Lawrence Chevrolet in Mechanicsburg, Pa. A  
 21 diagnostic check was made and the dealership said that I needed a new  
 22 engine and that my warranty would not cover the cost of the repairs.  
 23 Estimated costs to me would be about \$6000. I did not authorize the  
 24 dealership to fix the vehicle due to the cost. Now looking for another way  
 25 to get the problem fixed.

- 26 • Online Complaint I will never buy another Chevy in this lifetime. I will  
 27 also let everyone I come in contact with know about this issue. My 2012  
 28 Chevy Equinox (JUNK) has about 1,500 miles on the new Dexos  
 (Recommended Oil) It sounds like a diesel, dies at red lights, and if I  
 check the oil level there isn't one! Problem here? Absolutely! Will Chevy  
 cover this under their "100,000 mile powertrain warranty? NO! Is this  
 false advertisement on their part? YES! My advice to everyone out there.  
 DO NOT BUY A CHEVY OR ANY OTHER VEHICLE THEY ARE  
 AFFILIATED WITH! CHEVROLET IS JUNK!!!! Thank you for reading!  
 Rant over because it is a waste of my breath to talk any more about this  
 auto maker!!!!

- Online Complaint The car uses about 1-2 quarts between oil changes,  
 which Chevy recommends at 7,500 miles (using synthetic oil). Every oil  
 change they need to put in 1-2 quarts. Chevy states it is "normal" for their  
 cars to use oil, as much as 1 quart every 2,000 miles (and that's a quote  
 from a Chevy service representative). I have been driving for over 40  
 years and have never had a car use that much oil.

- Online Complaint Purchased this vehicle and assured by the dealer that I was getting a great deal. I travel ALOT and use my personal vehicle for it. I was in the habit of checking my oil dipstick level every few fill ups. I took it in to the dealer to have it looked at when I noticed that the oil consumption was about a quart every 1000 miles. I was told then that "Yea, you have to keep an eye on your oil level and check it frequently".

My complaint is that if it is known that the engine consumes a quart of oil every 1000 miles, why is it NOT in the manual? Why did the dealer NOT tell me that this is a known problem when I bought it? Why does the manual tell you to change the oil every 4 - 5 k miles? By the time you go to change the oil you have been out of oil and have damaged the engine. I am a mechanical tech and you can not possibly tell me that this is an expected issue for an engine. Why hasn't Chevy installed an oil level sensor to tell the owner that the oil level is low?

I cant wait to get out of this vehicle and will not buy another Chevy due to the way I have been treated as to this. I have been treated as if it is MY fault. I have 95,000 miles on it. That would be about 70 quarts of oil added to it. It is not the cost as much as it is what damage has been done to this engine from this. The car is in the shop right now for stalling. My regular mechanic says it is the cam position sensor that usually does this when the oil gets sludgy due to being low occasionally.

50. Despite its knowledge of the Oil Consumption Defect, GM's policy when owners or lessees of Class Vehicles complain to GM specifically about that defect, is only to tell the customer to bring the vehicle in every 500 miles for an oil check.

51. Customers have reported the Oil Consumption Defect in the Class Vehicles to GM directly and through its dealers. GM is fully aware of the Oil Consumption Defect contained in the Class Vehicles. Despite this, GM refuses to disclose and actively conceals the existence and nature of the Oil Consumption Defect from Plaintiff and Class Members. Specifically, GM has:

- a) failed to disclose, at and/or after the time of purchase, any and all known material defects or material nonconformities of the Class Vehicles, including the Oil Consumption Defect and, *inter alia*, the frequent supplemental oil costs between regularly scheduled oil changes;

1           b) failed to disclose at the time of purchase that the Class Vehicles and their engines were  
2           not in good working order, were defective, and were not fit for their intended purpose;  
3           and

4           c) failed to disclose or actively concealed the fact that the Class Vehicles and their engines  
5           were defective as a result of the Oil Consumption Defect, despite the fact that GM  
6           learned of such defects prior to the first Class Vehicles being sold.  
7

8           52. GM has caused Plaintiffs and Class Members to expend money at its dealerships or  
9 other third-party repair facilities and/or to take other remedial measures related to the Oil  
10 Consumption Defect in the Class Vehicles, such as having additional oil containers in the Class  
11 Vehicles at all times.

12           53. GM has not recalled the Class Vehicles to repair the Oil Consumption Defect, and has  
13 not offered to reimburse Class Vehicle owners and lessees who incurred costs relating to excessive oil  
14 consumption and related problems.

15           54. Plaintiffs and Class Members are reasonable consumers who do not reasonably expect  
16 their Class Vehicles to require the addition of several quarts of oil between regularly scheduled oil  
17 changes.

18           55. Plaintiffs and Class Members reasonably expected that GM would not sell or lease  
19 Class Vehicles with known defects, such as the Oil Consumption Defect, and that it would disclose  
20 any such defects to its consumers before they purchased or leased Class Vehicles. Plaintiffs and Class  
21 Members did not expect GM to conceal the Oil Consumption Defect, or to continually deny its  
22 existence.

23           56. Consequently, Class Members have not received the value for which they bargained  
24 when they purchased or leased the Class Vehicles.

25           57. As a result of the Oil Consumption Defect, the value of the Class Vehicles has  
26 diminished, including without limitation the resale value of the Class Vehicles.  
27  
28

**TOLLING OF THE STATUTE OF LIMITATIONS**

1  
2 58. Because the Oil Consumption Defect cannot be detected until the Class Vehicles have  
3 been driven and begin to consume excessive oil, Plaintiffs and Class Members were not reasonably  
4 able to discover the problem until after purchasing or leasing the Class Vehicles, despite their exercise  
5 of due diligence.

6 59. In addition, even after Class Members contacted GM and/or its authorized dealers for  
7 vehicle repairs concerning the defective Class Vehicles, Plaintiffs and Class Members were routinely  
8 told by GM and/or its authorized dealers that the Class Vehicles were not defective and that  
9 consumption of high amounts of oil between scheduled oil changes was normal.

10 60. Therefore, any applicable statute of limitation has therefore been tolled by GM's  
11 knowledge, active concealment, and denial of the facts alleged herein. GM is further estopped from  
12 relying on any statute of limitation because of its concealment of the defective nature of the Class  
13 Vehicles and their engines.

**CLASS ACTION ALLEGATIONS**

14  
15 61. Plaintiffs bring this lawsuit individually and as a class action on behalf all others  
16 similarly situated pursuant to Federal Rules of Civil Procedure ("Rule") 23(a), (b)(2), and/or (b)(3).  
17 This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority  
18 requirements of Rule 23.

19 62. The Class and Sub-Class are defined as:

20  
21 Nationwide Class:

22 All current and former owners or lessees of 2010 through 2017 model year Chevrolet  
23 Equinox equipped with a 2.4 liter engine ("the Nationwide Class").

24  
25 California Sub-Class:

26 All Members of the Nationwide Class who reside in the state of California and who  
27 purchased or leased their vehicles in the state of California ("the California Sub-Class").  
28

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

7           64. Numerosity: Although the exact number of Class Members is uncertain and can only be  
8 ascertained through appropriate discovery, the number is great enough such that joinder is  
9 impracticable. The disposition of the claims of these Class Members in a single action will provide  
10 substantial benefits to all parties and to the Court. The Class Members are readily identifiable from  
11 information and records in GM's possession, custody, or control, as well as from records kept by the  
12 Department of Motor Vehicles of various states.

13           65. Typicality: The claims of the representative Plaintiffs are typical in that Plaintiffs, like  
14 all Class Members, purchased and/or leased a Class Vehicle designed, manufactured, and distributed  
15 by GM with the Oil Consumption Defect. Plaintiff, like all Class Members, has been damaged by  
16 GM's misconduct in that, *inter alia*, they have incurred or will continue to incur the cost of purchasing  
17 motor oil to replace the oil consumed by his defective engine. Furthermore, the factual bases of GM's  
18 misconduct are common to all Class Members and represent a common thread of fraudulent,  
19 deliberate, and negligent misconduct resulting in injury to all Class Members.

20           66. Commonality: There are numerous questions of law and fact common to Plaintiffs and  
21 Class Members that predominate over any individual questions. These common legal and factual  
22 issues include the following:

- 23           a) whether the Class Vehicles and their engines are defectively designed or manufactured  
24           such that they are not suitable for their intended use;
- 25           b) whether the fact that the Class Vehicles suffer from the Oil Consumption Defect would  
26           be considered material by a reasonable consumer;
- 27  
28



- 1 c) whether, as a result of GM's concealment or failure to disclose material facts, Plaintiff  
2 and Class Members acted to their detriment by purchasing Class Vehicles  
3 manufactured by GM;
- 4 d) whether GM was aware of the Oil Consumption Defect;
- 5 e) whether the Oil Consumption Defect constitutes an unreasonable safety risk;
- 6 f) whether GM breached express warranties with respect to the Class Vehicles;
- 7 g) whether GM has a duty to disclose the defective nature of the Class Vehicles and the  
8 Oil Consumption Defect to Plaintiffs and Class Members;
- 9 h) whether Plaintiffs and Class Members are entitled to equitable relief, including but not  
10 limited to a preliminary and/or permanent injunction; and
- 11 i) Whether GM violated the consumer protection statutes of California when it sold to  
12 consumer Class Vehicles that suffered from the Oil Consumption Defect.

13 67. Adequate Representation: Plaintiffs will fairly and adequately protect the interests of  
14 Class Members. Plaintiffs have retained attorneys experienced in the prosecution of class actions,  
15 including consumer and product defect class actions, and Plaintiffs intend to prosecute this action  
16 vigorously.

17 68. Predominance and Superiority: Plaintiffs and Class Members have all suffered and will  
18 continue to suffer harm and damages as a result of GM's unlawful and wrongful conduct. A class  
19 action is superior to other available methods for the fair and efficient adjudication of the controversy.  
20 Absent a class action, Class Members would likely find the cost of litigating their claims prohibitively  
21 high and would therefore have no effective remedy at law. Because of the relatively small size of  
22 Class Members' individual claims, it is likely that few Class Members could afford to seek legal  
23 redress for GM's misconduct. Absent a class action, Class Members will continue to incur damages,  
24 and GM's misconduct will continue without remedy. Class treatment of common questions of law and  
25 fact would also be a superior method to multiple individual actions or piecemeal litigation in that class  
26 treatment will conserve the resources of the courts and the litigants and will promote consistency and  
27 efficiency of adjudication.



**FIRST CAUSE OF ACTION**  
**Breach of Written Warranties under the Magnuson-Moss Warranty Act**  
**15 U.S.C. § 2301, et seq.**  
**(On behalf of the proposed Nationwide Class)**

69. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

70. Plaintiffs bring this cause of action individually and on behalf of the Nationwide Class against GM.

71. Plaintiffs and Class Members are “consumers” within the meaning of the Magnuson-Moss Warranty Act (“MMWA”), 15 U.S.C. § 2301(3).

72. GM is a “supplier” and “warrantor” within the meaning of 15 U.S.C. § 2301(4)-(5).

73. The Class Vehicles are “consumer products” within the meaning of 15 U.S.C. § 2301(1).

74. GM’s express warranties are each a “written warranty” within the meaning of 15 U.S.C. § 2301(6).

75. GM extended a 3-year/36,000 mile New Vehicle Limited Warranty with the purchase or lease of the Class Vehicles, thereby warranting to repair or replace any part defective in material or workmanship at no cost to the owner or lessee. GM further extended a 7.5-year/120,000 mile Extended Warranty to Plaintiffs by letter. (*See, e.g.*, Exhibit 1.)

76. GM breached these express warranties by:

- a) Selling and leasing Class Vehicles with engines that were defective in material and workmanship, requiring repair or replacement within the warranty period; and
- b) Refusing and/or failing to honor the express warranties by repairing or replacing, free of charge, any defective component parts.

77. GM’s breach of express warranty has deprived Plaintiffs and Class members of the benefit of their bargain.

78. The amount in controversy of the Plaintiffs’ individual claims meet or exceed the sum or value of \$50,000.00, and there are over 100 class members.

1 79. GM has been afforded a reasonable opportunity to cure its breach of written warranties,  
2 including, when Plaintiffs and Class Members brought their vehicles in for diagnosis and repair of  
3 their engines.

4 80. As a direct and proximate cause of GM's breach of written warranties, Plaintiffs and  
5 Class members sustained damages and other losses in an amount to be determined at trial. GM's  
6 conduct damaged Plaintiffs and Class Members, who are entitled to recover actual damages,  
7 consequential damages, specific performance, diminution in value, costs, including statutory  
8 attorneys' fees and/or other relief as appropriate.

9  
10 **SECOND CAUSE OF ACTION**  
11 **Violation of the California Consumers Legal Remedies Act**  
**Cal. Civ. Code § 1750, et seq.**  
**(On behalf of the proposed California Sub-Class)**

12 81. Plaintiffs hereby incorporate by reference the allegations contained in the preceding  
13 paragraphs of this Complaint.

14 82. Plaintiffs bring this cause of action individually and on behalf of the California Sub-  
15 Class against GM.

16 83. GM is a "person" as defined by Cal. Civ. Code § 1761(c).

17 84. Plaintiffs and Class Members are "consumers" within the meaning of Cal. Civ. Code §  
18 1761(d).

19 85. The Class Vehicles that GM marketed and sold constitute "goods" as defined by Cal.  
20 Civ. Code § 1761(a) and (b).

21 86. Plaintiffs' and Class Members' purchases of the Class Vehicles constituted  
22 "transactions," as defined by Cal. Civ. Code § 1761(e).

23 87. Plaintiffs' and Class Members' purchases of the Class Vehicles were for personal,  
24 family, and household purposes as meant by Cal. Civ. Code § 1761(d).

25 88. Venue is proper under Cal. Civ. Code § 1780(d) because a substantial portion of the  
26 transactions at issue occurred in this District. (*See* Exh. 4.)

27 89. GM deceived consumers in that it misrepresented that the Class Vehicles were free of  
28 defects as alleged above, when in fact they had the Oil Consumption Defect. Further, GM knew of the

1 Oil Consumption Defect prior to selling the Class Vehicles and actively concealed this defect from  
2 consumers.

3 90. GM's misrepresentations, active concealment, and failures to disclose violated the  
4 California Consumers Legal Remedies Act ("CLRA") in the following manner:

5 a. In violation of Section 1770(a)(5), GM misrepresented that the vehicles had  
6 characteristics, benefits, or uses that they did not have (free of defects when in fact they contained the  
7 Oil Consumption Defect);

8 b. In violation of Section 1770(a)(7), GM misrepresented that the vehicles were of  
9 a particular standard, quality, and/or grade when they were of another (free of defects when in fact  
10 they contained the Oil Consumption Defect);

11 c. In violation of Section 1770(a)(9), GM advertised the vehicles with an intent  
12 not to sell them as advertised (free of defects when in fact they contained the Oil Consumption  
13 Defect);

14 d. In violation of Section 1770(a)(14), GM misrepresented that the vehicles  
15 conferred or involved rights, remedies, or obligations that they did not have (free of defects when in  
16 fact they contained the Oil Consumption Defect); and

17 e. In violation of Section 1770(a)(16), GM misrepresented that the vehicles were  
18 supplied in accordance with previous representations when they were not (free of defects when in fact  
19 they contained the Oil Consumption Defect).

20 91. GM's misrepresentations and nondisclosures regarding the Class Vehicles never  
21 disclosed at the time of purchase were material to Plaintiffs and Class Members because a reasonable  
22 person would have considered them important in deciding whether or not to purchase the vehicles and  
23 because GM had a duty to disclose the truth about the Oil Consumption Defect.

24 92. Plaintiffs and Class Members relied upon GM's material misrepresentations and  
25 nondisclosures, and had Plaintiff and Class Members known the truth about the Oil Consumption  
26 Defect they would not have purchased the Class Vehicles or not have paid as much for the vehicles.

27 93. As a direct and proximate result of GM's material misrepresentations and  
28 nondisclosures, Plaintiffs and Class Members have been irreparably harmed.

1 94. On behalf of the California Sub-Class, Plaintiffs seek injunctive relief in the form of an  
2 order enjoining Defendant from making such material misrepresentations and failing to disclose or  
3 actively concealing its aforementioned practices. Plaintiffs also seeks attorneys' fees and costs.

4 95. In accordance with Cal. Civ. Code § 1782(a), on July 26, 2017, Plaintiffs' counsel  
5 served GM with notice of the CLRA violations by certified mail, return receipt requested.

6 96. As GM has failed to provide appropriate relief for its CLRA violations within 30 days  
7 of receipt of Plaintiffs' notification letter, Plaintiffs also seek compensatory and exemplary damages as  
8 permitted by Cal. Civ. Code §§ 1780 and 1782(b).

9  
10 **THIRD CAUSE OF ACTION**  
11 **Violations of the California Unfair Competition Law**  
12 **Cal. Bus. & Prof. Code § 17200, et seq.**  
13 **(On behalf of the proposed California Sub-Class)**

14 97. Plaintiffs hereby incorporate by reference the allegations contained in the preceding  
15 paragraphs of this Complaint.

16 98. Plaintiffs bring this cause of action individually and on behalf of the California Sub-  
17 Class against GM.

18 99. California Business & Professions Code § 17200, *et seq.* ("UCL") prohibits acts of  
19 "unfair competition," including any "unlawful, unfair or fraudulent business act or practice" and  
20 "unfair, deceptive, untrue or misleading advertising."

21 100. GM knew that the Class Vehicles and their engines suffered from an inherent defect  
22 that caused them to consume unusually high amounts of oil, were defectively designed or  
23 manufactured, and were not suitable for their intended use.

24 101. In failing to disclose the Oil Consumption Defect, GM knowingly and intentionally  
25 concealed material facts and breached its duty not to do so.

26 102. GM was under a duty to Plaintiffs and Class Members to disclose the defective nature  
27 of the Class Vehicles and their defective engines because:

- 28
- a) GM was in a superior position to know the true state of facts about the safety defect in  
the Class Vehicles and their engines;

- 1           b) GM made partial disclosures about the quality of the Class Vehicles without revealing  
2           the defective nature of the Class Vehicles and their engines; and  
3           c) GM actively concealed the defective nature of the Class Vehicles and their engines  
4           from Plaintiffs and Class Members.

5           103. The facts concealed by GM to Plaintiffs and Class Members are material in that  
6 reasonable persons would have considered them to be important in deciding whether to purchase  
7 GM's Class Vehicles, or to pay less for them. Had Plaintiffs and Class Members known that the Class  
8 Vehicles and their engines suffered from the Oil Consumption Defect, they would not have purchased  
9 the Class Vehicles or would have paid less for them.

10           104. GM concealed the Oil Consumption Defect even after Class Members began to report  
11 problems. GM continues to cover up and conceal the true nature of the problem by asserting that  
12 consuming quarts and quarts of oil between regularly scheduled oil changes is normal.

13           105. GM has violated and continues to violate the UCL's prohibition against engaging in  
14 "unlawful" business acts or practices, by, among other things:

- 15           • Violating the CLRA;
- 16           • Violating the MMWA; and
- 17           • Violating the Song-Beverly Consumer Warranty Act.

18           106. GM also violated the unlawful prong of the UCL by failing to honor the terms of its  
19 express and implied warranties with Plaintiffs and Class Members, as alleged herein.

20           107. GM's acts, omissions, and conduct also violate the unfair prong of the UCL because  
21 GM's acts, omissions, and conduct, as alleged herein, offended public policy and constitutes immoral,  
22 unethical, oppressive, and unscrupulous activities that caused substantial injury, including to Plaintiffs  
23 and Class Members. The gravity of GM's conduct outweighs any potential benefits attributable to  
24 such conduct and there were reasonably available alternatives to further GM's legitimate business  
25 interests, other than GM's conduct described herein.

26           108. By failing to disclose and actively concealing the Oil Consumption Defect, GM  
27 engaged in a fraudulent business practice that is likely to deceive a reasonable consumer.  
28

1 109. As a direct and proximate result of GM's unfair and deceptive practices, Plaintiffs and  
2 Class Members have suffered and will continue to suffer actual damages.

3 110. GM has been unjustly enriched and should be required to make restitution to Plaintiffs  
4 and the California Sub-Class pursuant to §§ 17203 and 17204 of the UCL.

5 **FOURTH CAUSE OF ACTION**  
6 **Breach of Implied Warranties and Song-Beverly Consumer Warranty Act California Civil Code**  
7 **§ 1790, et seq.**  
8 **(On behalf of the proposed California Sub-Class)**

9 111. Plaintiffs hereby incorporate by reference the allegations contained in the preceding  
10 paragraphs of this Complaint.

11 112. Plaintiffs bring this cause of action individually and on behalf of the California Sub-  
12 Class against GM.

13 113. GM was at all relevant times the manufacturer, distributor, warrantor, and/or seller of  
14 the Class Vehicles. GM knew or had reason to know of the specific use for which the Class Vehicles  
15 were purchased.

16 114. GM provided Plaintiffs and Class Members with implied warranties that the Class  
17 Vehicles and any parts thereof were merchantable and fit for the ordinary purposes for which they  
18 were sold.

19 115. However, the Class Vehicles are not fit for their ordinary purpose of providing  
20 reasonably reliable and safe transportation because, *inter alia*, the Class Vehicles and their engines  
21 contained the Oil Consumption Defect. Therefore, the Class Vehicles are not fit for their particular  
22 purpose of providing safe and reliable transportation.

23 116. GM impliedly warranted that the Class Vehicles were of merchantable quality and fit  
24 for such use. These implied warranties included, among other things: (i) a warranty that the Class  
25 Vehicles and their engines were manufactured, supplied, distributed, and/or sold by GM were safe and  
26 reliable for providing transportation and would not consume an abnormally high amount of oil  
27 between scheduled oil changes; and (ii) a warranty that the Class Vehicles and their engines would be  
28 fit for their intended use while the Class Vehicles were being operated.

1 117. Contrary to the applicable implied warranties, the Class Vehicles and their engines, at  
2 the time of sale and thereafter, were not fit for their ordinary and intended purpose of providing  
3 Plaintiffs and Class Members with reliable, durable, and safe transportation. Instead, the Class  
4 Vehicles are defective, including but not limited to the defective design and/or manufacture of their  
5 engines that suffer from the Oil Consumption Defect alleged herein.

6 118. GM's actions, as complained of herein, breached the implied warranties that the Class  
7 Vehicles were of merchantable quality and fit for such use in violation of Cal. Civ. Code §§ 1791.1  
8 and 1792.

9 **FIFTH CAUSE OF ACTION**  
10 **Common Law Breach of Express Warranties**  
11 **(On behalf of the proposed Nationwide Class)**

12 119. Plaintiffs hereby incorporate by reference the allegations contained in the preceding  
13 paragraphs of this Complaint.

14 120. In the course of selling the Class Vehicles, GM expressly warranted in writing that the  
15 vehicles were covered by certain warranties, including the Class Vehicles' Limited Warranties and  
16 GM's express warranty such as that it provided to Plaintiff. (*See* Exhibit 1.)

17 121. GM breached its express warranties to repair defects in materials and workmanship of  
18 any part supplied by GM. GM has not repaired, and has been unwilling to reasonably repair, the Oil  
19 Consumption Defect.

20 122. Furthermore, the express warranties to repair defective parts, fail in their essential  
21 purpose because the contractual remedy is insufficient to make Plaintiffs and Class Members whole  
22 and because GM has failed and/or has refused to adequately provide the promised remedies within a  
23 reasonable time.

24 123. Accordingly, recovery by Plaintiffs is not limited to the express warranties of repair to  
25 parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

26 124. Also, as alleged in more detail herein, at the time that GM warranted and sold the Class  
27 Vehicles it knew that the Class Vehicles did not conform to the warranties and were inherently  
28 defective, and GM wrongfully and fraudulently misrepresented and/or concealed material facts

1 regarding the vehicles. Plaintiffs and Class Members were therefore induced to purchase the Class  
2 Vehicles under false and/or fraudulent pretenses. The enforcement under these circumstances of any  
3 limitations whatsoever precluding the recovery of incidental and/or consequential damages is  
4 unenforceable.

5 125. Moreover, many of the damages flowing from the Class Vehicles cannot be resolved  
6 through the limited remedy of “replacement or adjustments,” as those incidental and consequential  
7 damages have already been suffered due to GM’s fraudulent conduct as alleged herein, and due to  
8 their failure and/or continued failure to provide such limited remedy within a reasonable time, and any  
9 limitation on Plaintiffs’ remedies would be insufficient to make Plaintiffs whole.

10 126. GM was provided notice of these issues by numerous complaints, including Plaintiffs’  
11 pre-suit correspondence and numerous other customer complaints regarding the Oil Consumption  
12 Defect before or within a reasonable amount of time after the allegations of the defect became public.

13 127. As a direct and proximate result of GM’s breach of express warranties, Plaintiffs and  
14 Class Members have been damaged in an amount to be determined at trial.

15 **RELIEF REQUESTED**

16 Plaintiffs, individually and on behalf of all others similarly situated, request the Court enter  
17 judgment against GM, and accordingly requests the following:

- 18
- 19 a) An order certifying the proposed Class and Sub-Class and designating Plaintiffs as  
20 named representatives of the Classes and designating the undersigned as Class Counsel;
- 21
- 22 b) A declaration that GM is financially responsible for notifying all Class Members about  
23 the defective nature of the Class Vehicles and their engines;
- 24
- 25 c) An order enjoining GM from further deceptive distribution, sales, and lease practices  
26 with respect to their Class Vehicles; to remove and replace Plaintiff and Class  
27 Members’ engines with a suitable alternative product; and repair all other damages to  
28 the Class Vehicles caused by the defective engines;



- 1
- 2 d) A further order enjoining GM from the conduct alleged herein, including an order
- 3 enjoining GM from concealing the existence of the Oil Consumption Defect during
- 4 distribution, sales, and advertisements, as well as during customer and warranty service
- 5 visits for the Class Vehicles;
- 6
- 7 e) An award to Plaintiffs and Class Members of compensatory, actual, exemplary, and
- 8 statutory damages, including interest, in an amount to be proven at trial;
- 9
- 10 f) A declaration that GM must disgorge, for the benefit of Plaintiffs and Class Members,
- 11 all or part of the ill-gotten profits it received from the sale or lease of their Class
- 12 Vehicles, or make full restitution to Plaintiffs and Class Members;
- 13
- 14 g) An award of attorneys' fees and costs pursuant to California Code of Civil Procedure §
- 15 1021.5 and all other applicable laws;
- 16
- 17 h) An award of pre-judgment and post-judgment interest, as provided by law;
- 18
- 19 i) Any and all remedies provided pursuant to the Song-Beverly Act, including California
- 20 Civil Code § 1794;
- 21
- 22 j) Leave to amend the Complaint to conform to the evidence produced at trial;
- 23
- 24 k) A recall of all Class Vehicles; and
- 25
- 26 l) Such other relief as may be appropriate under the circumstances.
- 27
- 28

**DEMAND FOR JURY TRIAL**

Plaintiffs, on behalf of themselves and all others similarly situated, hereby demand a trial by jury as to all matters so triable.

Dated: September 14, 2017

AHDOOT & WOLFSON, PC



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