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IN THE IOWA DISTRICT COURT FOR POLK COUNTY

STATE OF IOWA, *ex rel.* BRENNA BIRD, ATTORNEY GENERAL OF IOWA, Plaintiff, v. GENERAL MOTORS LLC, and ONSTAR, LLC, Defendants.	Equity No. _____ **PETITION**

INTRODUCTION

1. The State of Iowa, through Attorney General Brenna Bird, seeks to hold General Motors LLC and OnStar, LLC (collectively, "GM") accountable for deceptively collecting, analyzing, and selling Iowans' driving data for profit.

2. Hundreds of thousands of Iowans purchased GM vehicles expecting to get the high quality, American cars and trucks advertised on the local news and even the Super Bowl. But the cars they purchased were secretly spying on them. And that secret spying was used to increase car insurance rates.

3. Even worse, one of GM's large data brokers partnered with the Chinese data broker Jing You, raising the risk of commingling Americans' driving data with Chinese data brokers.

4. GM harvested Iowans' driving data from sensors, cameras, speakers, and microphones that GM installed in its vehicles.

5. These sensors revealed how fast GM customers drove, how quickly they accelerated, how hard they braked, how long they drove, and more.

6. GM profited handsomely from selling this driving data, resulting in millions of dollars of revenue for the company.

7. So valuable was this driving data that GM paid bonuses to salespeople who enrolled customers in GM services that would collect customer driving data.

8. GM never informed its Iowa customers that it would sell their driving data to third parties for profit, nor did GM receive consent to do so.

9. GM's actions violated the Iowa Consumer Fraud Act, causing Iowans to be harmed. For example, insurance companies used GM's driving data against Iowans by increasing insurance rates, dropping insurance coverage, or denying insurance coverage.

10. Attorney General Brenna Bird brings this action in the name of the State of Iowa to hold GM accountable for deceptively collecting, analyzing, and selling customer driving data for profit without Iowans' knowledge or consent, and to vindicate the rights of Iowans affected by GM's unlawful conduct.

PARTIES

11. Plaintiff is the State of Iowa.

12. Brenna Bird is the duly elected and qualified Attorney General for the State of Iowa.

13. The Attorney General is authorized by law to bring this action in the name of the State of Iowa. Iowa Code §§ 13.2, 714.16(7).

14. Defendant General Motors LLC is a company organized in the State of Delaware and with a principal place of business in Detroit, Michigan. General Motors LLC is registered with the Iowa Secretary of State to do business in Iowa under business number 387911.

15. Defendant OnStar, LLC is a company and GM subsidiary organized in the State of Delaware and with a principal place of business in Detroit, Michigan. OnStar, LLC is registered with the Iowa Secretary of State to do business in Iowa under business number 372387.

16. General Motors LLC's acts include acts by General Motors LLC and acts by General Motors LLC's officers, directors, agents, or employees on General Motors LLC's behalf and under its authority.

17. OnStar, LLC's acts include acts by OnStar, LLC and acts by OnStar LLC's officers, directors, agents, or employees on OnStar LLC's behalf and under its authority.

JURISDICTION AND VENUE

18. This Court has subject matter jurisdiction over this case pursuant to Iowa Code §§ 714.16(7), 602.6101.

19. General Motors LLC is registered to do business in Iowa as a foreign corporation, and the cause of action arose in Iowa from General Motors LLC conducting business in Iowa. Therefore, General Motors LLC is subject to personal jurisdiction in Iowa. *See* Iowa R. Civ. P. 1.306.

20. OnStar, LLC is registered to do business in Iowa as a foreign corporation, and the cause of action arose in Iowa from OnStar, LLC conducting business in Iowa. Therefore, OnStar, LLC is subject to personal jurisdiction in Iowa. *See* Iowa R. Civ. P. 1.306.

21. Venue is proper in this county under Iowa Code § 714.16(10). Transactions that serve as the factual basis for this action occurred in Polk County, and some victims reside in Polk County.

FACTUAL ALLEGATIONS

I. Background

22. GM is one of the world's largest automotive manufacturers.

23. In 2025, GM sold more than 2.8 million vehicles in the United States. On information and belief, GM sold vehicles at more than 100 dealerships in Iowa.

24. On information and belief, GM's deceptive trade practices relating to driving data affected more than 186,000 vehicles in Iowa.

25. Starting in 2005, GM offered usage-based insurance plans through partnerships with automobile insurance carriers. Customers could obtain insurance discounts by installing an insurer-provided device that tracked their driving behavior.

26. Since Model Year 2015, GM's telematics systems have been installed in almost all new GM vehicles, including those vehicles GM sold in Iowa.

27. GM's telematics systems consist of hardware and software. The hardware includes sensors, cameras, speakers, and microphones. GM produces the software and applications that process the sensors' inputs.

28. GM's telematics systems and mobile applications collected driving data from Iowans and rendered the insurer-provided devices unnecessary.

29. With its telematics systems and mobile applications, GM collected Iowans' driving data, analyzed it, and sold it to third parties, all without knowledge or consent.

30. GM collected and sold vast amounts of driving data, including:

a. Synthetic key;

b. Trip ID;

c. Element timestamp

d. Event code;

e. Element code;

f. Element value;

g. Obsolete GPS indicator;

h. Current speed;

i. Current speed validity indicator;

j. GPS direction;

k. Driver seat belt status;

l. GPS estimated horizontal positioning error;

m. GPS elevation;

n. Engine idle run time total supported indicator;

o. Engine idle run time total;

p. Engine PTO active run time total;

q. Engine run total supported indicator;

r. Engine PTO active total run time supported indicator;

s. Engine run time total;

t. Total fuel used;

u. GPS time;

v. GPS latitude coordinate;

w. Lifetime energy used;

x. GPS longitude coordinate;

y. Location time offset;

z. Odometer reading;

aa. Speed rate of change;

bb. Speed rate of change positive indicator;

cc. Vehicle ignition system power mode;

dd. Driver seatbelt latched;

ee. Hard acceleration occurs;

ff. Hard brake occurs;

gg. Ignition off;

hh. Ignition on;

ii. Speed over 80 miles per hour; and

jj. Speed under 80 miles per hour.

II. GM aggressively enrolls Iowa customers in its products

31. GM aggressively enrolled purchasers of Model Year 2015 or newer vehicles in GM products that would collect customers' driving data, including (a) "Connected Vehicle Services," a term GM uses to describe the features it can enable using a vehicle's telematics system; (b) GM's mobile applications; and (c) the OnStar Guardian mobile application. Enrollment in any of these products meant that GM would collect and sell customers' driving data to other companies, including insurers, even though GM had not provided clear and truthful disclosures and customers had not provided informed consent.

32. GM employed its aggressive product enrollment tactics toward Iowa customers.

33. GM marketed Connected Vehicles Services as giving customers "better drives," "better entertainment," "better safety," and "better control." GM offered Connected Vehicle Services through various subscription plans that changed over time, but as of 2018 were: (1) Connected Access for no charge; (2) Remote Access for $14.99 per month; (3) Unlimited

Access for $39.99 per month; (4) Safety & Security for $24.99 per month; (5) Remote Access + Safety & Security for $39.99 per month; and (6) Unlimited Access + Safety & Security for $59.99 per month.

34. The free Connected Access plan included five features, all of which were also included in the various paid plans. GM described the five features as follows:

a. OnStar Smart Driver ("Smart Driver"): "provide[s] [a customer] with insights on [their] driving behavior and can help [them] recognize driving improvement opportunities" and "provides this feedback in the form of an easy-to-read monthly report and a Smart Driver score."

b. OnStar Vehicle Diagnostics ("OVD"): provides customers with "easy-to-use monthly diagnostics reports showing the health of [their] vehicle's key operating systems."

c. OnStar Dealer Maintenance Notifications: sends a customer's dealership their "vehicle diagnostics reports so [their dealer] can contact [them] to set up a service appointment, if needed."

d. OnStar Marketplace: provides customers with "valuable offers on the go to the places [a customer] like[s] to eat, shop and play."

e. OnStar In-Vehicle Apps: lets customers "[m]ake the most of [their] drive time by streaming [their] favorite music, sports and entertainment."

35. GM also pushed its brand-specific mobile applications on customers and attempted to get as many customers as possible to download these applications. GM made these applications, including myChevrolet, myGMC, myBuick, and myCadillac, available at no cost, but treated the

downloading and enrolling with the application as the customer's "agreement" to the collection and sale of their driving data without informing the customer.

36. GM advertised the applications as a "mobile command center for your vehicle" that would provide customers with a "user-friendly way to leverage many of the basic and available connectivity and vehicle management features offered through [OnStar]." The applications' features included the ability to track a vehicle's location, check its odometer, fuel level and oil life, lock and unlock its doors, and remotely turn the vehicle on or off.

37. GM also induced its customers to enroll with the OnStar Guardian application by touting the application's safety benefits. Just like its other products, GM treated a customer's download of and enrollment with the OnStar Guardian application as an agreement by the customer to GM's collection and sale of the customer's driving data, even though GM did not provide a truthful and conspicuous disclosure of the fact of such collection and sale.

38. GM advertised OnStar Guardian as providing "family safety that goes where you go." By enrolling with OnStar Guardian, customers could access many of the safety features provided through Connected Vehicle Services, even if they were not in or operating their vehicle.

39. OnStar Guardian also had the ability to access the sensors in a customer's phone to monitor for car accidents, as well as the ability to track a customer's location. Customers could share OnStar Guardian with up to seven other people, who each could access the application's features.

40. On information and belief, GM was able to use OnStar Guardian to collect and sell additional data from its customers and any with whom GM's customers shared the application.

III. GM unlawfully enrolled Iowa customers in Connected Vehicle Services

41. GM employed deceptive and unlawful tactics to push its customers to enroll in Connected Vehicle Services, including through its aggressive and misleading "onboarding" process. GM's tactics ensured that customers were enrolled in Connected Vehicle Services even when they were unaware of the effects of enrollment or were unaware that they had been enrolled at all.

42. GM employed those deceptive and unlawful tactics toward Iowa customers.

43. GM incentivized dealership employees through commission payments to enroll customers in Connected Vehicle Services during the onboarding process and before the customer left the dealership. On information and belief, the incentive to earn a commission from GM caused dealership employees to enroll customers in Connective Vehicle Services without Iowa customers' knowledge or consent.

44. For those customers who were actually taken through the onboarding process, GM and OnStar designed the process such that competition of onboarding appeared to the customer to be required before the customer could take possession of their vehicle. The process was in fact not mandatory but was designed to ensure that customers enrolled in Connected Vehicle Services.

45. As part of the onboarding process, a dealership employee would log into GM's onboarding system, enter the customer's vehicle's VIN, create an OnStar account for the customer or locate a pre-existing account. The onboarding system then displayed the Connected Vehicle Services subscription plans for which the vehicle was eligible, including the free plan. The system then prompted the dealership employee to show the screen to the customer. The screen again gave the impression that the onboarding process was mandatory by instructing customers to "complete the next few steps" "before tak[ing] ownership of [their] vehicle," and prompting the customers to

click a "Get started" button. On information and belief, customers were not informed that this onboarding process was optional.

46. Once customers pushed "Get Started," they were presented with pages and pages of fine-print documents written in unclear language. For example, customers were given a 29-page "User Terms for Connected Vehicle Services," an 18-page "General Motors U.S. Connected Services Privacy Statement," a link to AT&T's terms and conditions, a link to AT&T's network management practices, a vehicle ownership acknowledgment statement, and checkboxes stating "I accept" or "I decline," each of which contained additional information.

47. The length and complexity of the documents, as well as the circumstances under which they are presented to the customer, all deter customers from carefully reviewing the agreements.

48. Even if the customers reviewed the agreements, none of the agreements disclose that, by clicking "I accept," they were enrolling in at least five OnStar features: Smart Driver, Vehicle Diagnostics, Dealer Maintenance Notifications, Marketplace, and In-Vehicle Apps.

49. More importantly, the agreements did not explain that enrollment in these features meant that GM would collect and sell customers' driving data to third parties.

50. GM also designed the onboarding process to repeatedly display messages aimed at deterring customers from declining enrollment in Connected Vehicle Services. For example, when a customer selected the "I decline" option, the screen then displayed a "warning" message that claimed that Connected Vehicle Services would be deactivated, even though the customer had not yet enrolled in Connected Vehicle Services.

51. The warning message dissuaded customers from declining to enroll by highlighting that safety features like Automatic Crash Response, Emergency Services, and Vehicle Diagnostics would be deactivated.

52. If customers confirmed their desire to decline, they would be subjected to another warning screen. This message again explained the consequences of declining Connected Vehicle Services and emphasized that safety features were deactivated and included a highlighted prompt to "Go back to accept OnStar terms."

53. If a customer successfully declined to enroll in Connected Vehicle Services, GM would repeatedly send the customer emails encouraging them to sign up for a trial enrollment.

54. GM also made it difficult for customers to cancel their Connected Vehicle Services plan once enrolled. Though customers could enroll in Connected Vehicle Services in several ways, GM allowed customers to cancel only by telephone.

55. GM also prompted Iowa customers to download its brand-specific mobile applications. If customers did not download the application at the dealership, GM would repeatedly email them with reminders to download the application.

IV. GM misled consumers and unlawfully failed to disclose to them that GM would collect and sell their driving data

56. As mentioned, GM published disclosures about its products and provided these disclosures to customers during the onboarding process, as well as on its website and applications.

57. As of July 1, 2023, GM's disclosures included a 29-page "User Terms for Connected Vehicle Services," an 18-page "U.S. Connected Services Privacy Statement," a link to a 46-page AT&T "Consumer Service Agreement," a link to AT&T's "Broadband Information" website, and, if a customer downloaded the mobile application or enrolled in OnStar Guardian, an

additional 3-page "User Terms for Application Services," a 6-page "Account Guidelines," a 4-page "Privacy Statement for Application Services," and a 3-page "OnStar Guardian Privacy Statement."

58. The contents of GM's disclosures have varied with time, but at no point did they disclose that GM would collect and sell its customers' driving data.

59. GM's disclosures deceptively failed to inform Iowa customers that GM would sell any of their personal data, let alone their driving data.

60. The disclosures deceptively failed to inform Iowa customers that GM had agreed to or would agree to contracts with third parties requiring those parties to create risk profiles ("driving scores") of GM's customers.

61. The disclosures deceptively failed to inform Iowa customers that GM would make their driving scores available to other companies and would expressly permit other companies to re-sell these driving scores to insurers.

62. The disclosures deceptively failed to inform Iowa customers that GM would use their driving data for profit.

63. The disclosures deceptively failed to inform Iowa customers that, if customers were to use GM's products, their driving data could later be used to cause them harm, including increased car insurance rates or denial of insurance coverage.

64. All the facts set forth in Paragraphs 58-63 were material and should have been disclosed to Iowa customers.

65. Instead, through the practices described herein, GM gave its Iowa customers the impression that GM would not sell their driving data.

66. GM's several agreements to sell customer data during the relevant time demonstrate that its statements to its Iowa customers and the other acts and practices described herein are unfair, deceptive, and fraudulent.

A. U.S. Connected Services Privacy Statement

67. GM's disclosures misleadingly focused on the customer benefits of its products and that its products would give customers "better drives," "better entertainment," "better safety," and "better control."

68. GM's disclosures also contained a number of misleading statements that the data it collected would be used to improve the safety, functionality, and operability of its vehicles. For example, in the "key points" of its "U.S. Connected Services Privacy Statement," GM represented that it "may use [customers'] information to develop, enhance, provide, service, maintain, and improve the safety, security, and quality of [its] products, programs, and services, and for product research and marketing."

69. With respect to retaining customers' information, GM highlighted that it would keep customers' information only "for as long as necessary to provide products or services to [customers]."

70. In a section entitled, "How We May Share Your Information," GM did not disclose that it would sell customers' information to insurance companies for use in "usage based insurance," without the customers' knowledge or consent.

71. "Usage based insurance" referred to insurance products offered by insurers, including GM's subsidiary GM Insurance, that required drivers to install an insurer-provided device into their vehicle to be eligible for insurance discounts based on tracked driving behavior.

72. GM did not disclose that it would require third parties to create telematics exchanges and driving scores using customer data, and that insurers could later access those exchanges and driving scores.

73. GM customers' driving data, including its Iowa customers, was shared with insurers even when those customers had not given permission and had not elected to receive a service from the insurer.

B. OnStar Guardian and Mobile Application Privacy Statements

74. GM's Privacy Statement for Application Services and its OnStar Guardian Privacy Statement also failed to disclose that GM was actively using customers' data to create driving scores and selling those scores and the underlying driving data to insurers, who used the data to harm GM's customers.

75. GM's Privacy Statement for Application Services purported to describe how GM and its affiliates "collect, use, and share information . . . when [a customer] download[s] this application to [their] phone or other Internet-connected device . . . and when [a customer] use[s] the services through the Application." The Privacy Statement for Application Services made no mention of insurance in its "Sharing of Information" section.

76. The OnStar Guardian Privacy Statement contained a similar "Sharing of Information" section that likewise did not mention insurance.

77. GM's Privacy Statement for Application Services and the OnStar Guardian Privacy Statement were also confusing because each told consumers that they should also refer to the "OnStar Privacy Statement." But no separate privacy statement titled "OnStar Privacy Statement" existed. GM instead maintained a web page called "OnStar Privacy Statement," which listed a series of privacy statements.

C. OnStar Smart Driver Disclosures

78. GM also used its OnStar Smart Driver feature to further confuse and mislead customers.

79. GM marketed Smart Driver, which generated a Smart Driving Score, as a tool for customers to monitor their own driving behavior.

80. GM did not disclose any adverse consequences of a driver receiving a bad Smart Driving Score.

81. Instead, GM emphasized that a Smart Driving Score would help customers improve their driving habits.

82. According to GM, it would "use information [it] collect[ed] about where and how you operate your vehicle, such as your vehicle's location, routes driven, driving schedule, fuel or charging levels, fuel economy, battery status, overall vehicle health, and driving behavior, such as hard braking, hard acceleration, tailgating, vehicle speed, late night driving, driver and passenger seatbelt status, and driver attention" to give customers insight about their driving behavior.

83. GM did not disclose to customers that it also planned to sell this data to third parties, who would create telematics exchanges and driving scores that would in turn be sold to insurance companies.

V. GM unlawfully collects and sells customers' driving data

84. In 2015, GM entered into the first of many agreements to sell its customers' driving data.

85. For nearly a decade thereafter, GM sold and re-sold its customers' driving data, including the data of Iowans.

86. GM also instructed other companies to give insurers licenses to access that data even though GM knew that such access would harm its customers.

87. GM sold driving data for more than 16 million customers to other companies, including the driving data of thousands of Iowans.

88. GM also required at least one third party to seek out other automobile manufacturers and reach agreements with those manufacturers to collect their customers' driving data. GM profited from this arrangement.

A. Verisk Analytics, Inc.

89. On October 22, 2015, GM agreed to sell its customers' driving data to Verisk Analytics, Inc., a data analytics and risk assessment firm that describes itself as offering insurance companies "innovative solutions to meet customer needs and drive growth."

90. In exchange for its customers' driving data, GM received an initial multi-million-dollar payment from Verisk. GM would later periodically send Verisk additional batches of customer driving data. GM represented to Verisk that it had its customers' permission to sell their driving data.

91. Under the agreement, Verisk agreed to create a telematics database ("Verisk Exchange") housing the driving data received from GM. Verisk was also required to use that data to create driving scores for GM's customers.

92. Driving scores were based on several factors developed by GM: including unique identifiers of a trip; trip mileage; hard braking and acceleration events; speed events over 80 miles per hour; and other behavior tracked by OnStar Vehicle Diagnostics ("OVD"). Under the agreement, GM gave Verisk the driving data necessary to determine whether a GM customer exhibited bad driving behavior.

93. GM also sold its customers' personally identifiable information to Verisk, including their customer ID, name, home address, OVD enrollment date, OVD unenrollment date, VIN, vehicle year, vehicle make, and vehicle model. The driving data and personally identifiable information sold by GM allowed Verisk to create driving scores for GM's customers.

94. GM also required Verisk to market the Verisk Exchange to insurers and sell insurers licenses to access the Verisk Exchange. Verisk then paid GM royalties based on the revenue earned from the licenses sold to insurers.

95. Insurers who bought a license to access the Verisk Exchange could use it to search for the driving score of insureds or potential insureds and use the data to raise insurance rates and deny or drop coverage. During Verisk's agreement with GM, Verisk sold access to the Verisk Exchange to nine insurers, and those insurers accessed the driving scores of at least hundreds of thousands of GM's customers.

96. As mentioned, GM also required Verisk to solicit "other vehicle [manufacturers], telecom carriers, and other third parties possessing Driving Data and other relevant vehicle data" for inclusion in the Verisk Exchange. In accordance with this obligation, Verisk entered into data exchange agreements with American Honda Motor Company on December 7, 2017, and Hyundai Motor America on March 1, 2018.

97. GM misled customers about its agreement with Verisk when it assured the public in a September 4, 2015 article from Repairer Driven News that (a) "GM will be clear with customers about what data is being released under the new partnership," (b) "OnStar customers will have to opt-in to a separate terms of use beyond the standard OnStar terms before GM will share anything with Verisk, (c) "the Verisk terms of use will be specific, and not include generic concepts which could be interpreted as permission for insurers or Verisk to collect anything you

did with OnStar or your vehicle, (d) customers "know exactly what [they're] opting in to," and (e) "GM will also still retain its general OnStar policy of keeping data private barring a subpoena." These statements were false, as detailed herein.

B. Wejo Limited

98. On December 21, 2018, GM entered into an agreement with Wejo Limited, a British connected car company. Under the agreement, GM sold its customers' driving data to Wejo, and Wejo sold licenses to other companies to access that driving data with GM's permission. The agreement allowed Wejo to sell licenses to potential buyers in other commercial sectors, rather than only insurers.

99. Under the agreement, GM purchased a 35% ownership interest in Wejo for $25 million. GM also agreed to provide Wejo with the driving data associated with 2.6 million vehicles, which was valued at $70 million. After execution of the agreement, GM continued to send Wejo additional, newly collected driving data. GM also received ongoing payments from Wejo based on Wejo's sales of licenses.

100. Under the agreement, Wejo had a minimum monthly licensing revenue target of $3 million. Wejo agreed to pay GM 70% of this revenue and "reimburse" GM for failure to meet the monthly target. The GM-Wejo relationship continued until Wejo declared bankruptcy in May 2023.

101. The data sold to Wejo varied but generally included data underlying certain "Element Codes." Data shared included trip start, trip end, hard braking and acceleration events, speed events over 80 miles per hour, and driver seatbelt status change.

102. Eventually, GM sold additional types of data to Wejo. For example, beginning in December 2022, GM provided Wejo with customers' ignition state and timestamp, AM/FM frequency data, time zone identifiers, radio station call sign, and channel genre.

C. LexisNexis Risk Solutions

103. On August 1, 2019, GM entered into a data sale agreement with LexisNexis Risk Solutions ("LNRS").

104. Under GM's agreement with LNRS, LNRS paid GM an initial several million-dollar lump sum in exchange for GM providing customer driving data collected from 2017 to 2019. After execution of the agreement, GM periodically sent LNRS additional, newly collected driving data.

105. LNRS also agreed to make additional payments to GM if LNRS contracted with "target OEMs" for driving data. These target manufacturers were American Honda Motor Company, Hyundai USA, Toyota Motor North America, and Volkswagen Group of America.

106. On information and belief, LNRS did not enter into agreements with these target manufacturers, but did in fact reach agreements to purchase driving data from Mitsubishi Motors North America, Inc. on May 31, 2018; Nissan North America, Inc. on February 28, 2019; Ford Motor Company on August 2, 2021; Subaru of America, Inc. on February 6, 2023; and Kia America, Inc. on October 16, 2023.

107. The driving data that GM sold to LNRS was housed in a database called the "LexisNexis Telematics Exchange." That driving data was used to calculate a driving score for GM's customers.

108. LNRS driving scores were based on various GM-provided data points, including ignition on; ignition off; hard brake occurrences; hard acceleration occurrences; time spent driving over 80 miles per hour; time spent driving under 80 miles per hour; and driver seatbelt status.

109. GM also sold customers' personally identifiable information to LNRS, including customers' names, addresses, phone numbers, email addresses, as well as the VIN, make, model, and year of customers' vehicles.

110. Under the GM/LNRS agreement, LNRS was required to market and sell access to the LNRS Telematics Exchange to insurers. GM received a portion of the revenue derived from the sale of these licenses to insurers through ongoing "revenue share" payments. LNRS agreed to pay GM a guaranteed annual minimum payment if it provided LNRS with the driving data of a certain percentage of the vehicles it sold each year.

111. For insurers that purchased access to the LNRS Telematics Exchange, any time a GM customer inquired about obtaining car insurance, the insurer receiving the inquiry could search the exchange for the potential insured's driving data.

112. Also, LexisNexis Risk Solutions announced in October 2014 that it was partnering with Jing You, a leading private supplier of data, software and services to the insurance industry in the People's Republic of China. That partnership explicitly recognized the importance of driver data and risked Americans' driving data. *See* Regina Haas, *LexisNexis to enter Chinese auto insurance market through joint-venture with Jing You*, LexisNexis (Oct. 23, 2014), https://perma.cc/8J5U-AC94.

D. Jacobs Engineering Group Inc.

113. On information and belief, on January 3, 2024, GM entered into an agreement for the sale of driving data with Jacobs Engineering Group Inc.

114. Under this agreement, GM authorized Jacobs Engineering Group to use de-identified driving data in Jacobs Engineering Group's products and authorized Jacobs Engineering Group to license the use of GM's driving data to other parties.

115. Under this agreement, GM received revenue-sharing payments from Jacobs Engineering Group's sale of driving data licenses to third parties.

VI. The public learns about GM's unlawful acts

116. GM obscured its data collection and data sale practices from its customers and the public for years.

117. In 2024, the New York Times published a series of articles exposing GM's deceptive practices, including an article entitled, "How GM Tricked Millions of Drivers Into Being Spied On (Including Me)." The articles detailed how GM monetized customers' driving data without their knowledge and shared the data with third parties, including insurers who used the driving data to GM customers' detriment.

118. In response to inquiries from the New York Times, GM "confirmed that it shares 'select insights' about hard braking, hard accelerating, speeding over 80 miles per hour and drive time of Smart Driver enrollees with LexisNexis and another data broker that works with the insurance industry called Verisk."

119. The New York Times reported that "[i]t is possible that G.M. drivers who insisted they didn't opt in were unknowingly signed up at the dealership, where salespeople can receive bonuses for successful enrollment of customers in OnStar services, including Smart Driver, according to a company manual."

120. Shortly after the New York Times published its articles, GM announced that it would stop providing driving data to Verisk and LNRS, referencing "[c]ustomer trust."

121. GM later announced that it would discontinue Smart Driver, again citing "[c]ustomer trust."

122. On September 25, 2024, GM announced that it had been "reworking our privacy practices and controls to make them easier to find and understand," including by increasing "readability" and "transparency," implicitly acknowledging that its prior disclosures were opaque, confusing, and misleading.

VII. GM settles with the Federal Trade Commission

123. On January 16, 2025, the Federal Trade Commission ("FTC") released a draft complaint against GM for violations of federal law, alleging that GM "told consumers the driving data [it] collected . . . would be used for the consumers' own assessment of their driving habits. However, [GM] used [its] tracking technology to sell precise geolocation data and consumer driving behavior data without consumers' consent."

124. GM agreed to a proposed consent order with the FTC whereby GM agreed to refrain from misrepresenting certain vehicle data collection and use practices to consumers. GM also agreed to not sell certain Driving Data to consumer reporting agencies for five years.

125. On January 14, 2026, the FTC announced that it had finalized an order with GM.

126. According to the FTC, "[t]he final order approved by the Commission imposes a five-year ban on GM disclosing consumers' geolocation and driver behavior data to consumer reporting agencies."

127. The FTC concluded that "[t]his fencing-in relief is appropriate given GM's egregious betrayal of consumers' trust."

VIOLATIONS OF THE IOWA CONSUMER FRAUD ACT

128. All preceding paragraphs are incorporated by reference herein.

129. Under the Iowa Consumer Fraud Act:

> The act, use or employment by a person of an unfair practice, deception, fraud, false pretense, false promise, or misrepresentation, or the concealment, suppression, or

> omission of a material fact with intent that others rely upon the concealment, suppression, or omission, in connection with the lease, sale, or advertisement of any merchandise or the solicitation of contributions for charitable purposes, whether or not a person has in fact been misled, deceived, or damaged, is an unlawful practice.

Iowa Code § 714.16(2)(a).

130. Defendants are "person[s]" who engaged in the "lease, sale, or advertisement" of "merchandise" within the meaning of the Act. Iowa Code § 714.16(1).

131. Under the Act, "deception" is defined as "an act or practice which has the tendency or capacity to mislead a substantial number of consumers as to a material fact or facts," and an "unfair practice" is defined as "an act or practice which causes substantial, unavoidable injury to consumers that is not outweighed by any consumer or competitive benefits which the practice produces." *Id.*

132. Defendants used the following unfair practices, deceptions, frauds, false pretenses, false promises, misrepresentations, as well as concealed, suppressed, and omitted material facts with the intent that others rely upon such concealment, suppression, and omission, all in connection with the sale and advertisement of the merchandise described herein:

a. Falsely representing that their products, including Connected Vehicle Services, brand-specific mobile applications, and the OnStar Guardian application, would not collect customers' driving data to be provided and sold to third parties;

b. Falsely representing the benefits and risks of their products to consumers—Defendants were silent as to risk associated with their information sharing practices, including the fact that Defendants' sale of Iowa consumers' driving data could result in financial harm to those consumers through higher car insurance premiums, being dropped from coverage, or being denied coverage;

c. Collecting, analyzing, and selling Iowa consumers' driving data to third parties while making false and misleading statements that such driving data would be used only to enhance and develop Defendants' products despite that, in reality, Defendants used the vast amount of driving data they collected to derive a profit by repeatedly selling the data over the course of a decade;

d. Collecting, analyzing, and selling Iowa consumers' driving data to third parties without truthful disclosures or informed consent;

e. Making "disclosures," including their privacy policies, that were false or misleading because they never explained that Defendants would collect, analyze, and sell Iowa consumers' driving data and otherwise misrepresented Defendants' data-sharing practices;

f. Incentivizing sales personnel to use false, misleading, and deceptive techniques to obtain customer consent to enroll in data collection services utilizing a coercive onboarding that was represented as a mandatory prerequisite to take ownership of their vehicle;

g. Representing to third parties that Iowa consumer data was collected, processed, and used with the consumers' knowledge and consent when it was not.

133. Defendants have acquired "moneys or property" by means of the foregoing unlawful practices.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court render judgment in its favor and:

A. Declare that Defendants have engaged in misrepresentations, deceptions, and unfair practices against Iowa consumers in violation of the Iowa Consumer Fraud Act;

B. Order Defendants to pay the State of Iowa a civil penalty of $40,000 for each violation of the Iowa Consumer Fraud Act;

C. Order Defendants to pay the State of Iowa an additional civil penalty of $5,000 for each violation of the Iowa Consumer Fraud Act committed against an older individual;

D. Order Defendants to delete and destroy all driving data obtained prior to the entry of this Court's judgment, including any driving data in the possession of any third party;

E. Order Defendants to make full reimbursement to all Iowa consumers who suffered a loss as a result of the acts and practices alleged herein;

F. Order Defendants to disgorge and deliver to the State all money and property obtained from Iowa consumers entitled to reimbursement but who cannot be located through reasonable efforts.

G. Order Defendants to disgorge and deliver to the State the gross receipts obtained as a result of the unlawful acts and practices alleged herein;

H. Enjoin Defendants, and their agents, employees, and all other persons acting on their behalf, directly or indirectly, from violating the Iowa Consumer Fraud Act, including by: (1) incorporating, employing, or otherwise using, directly or indirectly, any pattern or design that relates in any way to driving data, which causes, or is intended to cause, a consumer to act in a way that they would not absent the pattern or design, including mechanisms to obtain consent from

consumers, and (2) collecting and selling driving data without providing customers with a clear and conspicuous notice of Defendants' practices and obtaining consumers' express, informed consent.

I. Award the State its fees and costs, including expert-witness expenses, expenses incurred in pursuing and investigating this matter, reasonable attorneys' fees, and pre- and post-judgment interest at the highest lawful rates;

J. Grant such other and further relief as the Court deems just and proper.

Dated: February 26, 2026

Respectfully submitted,

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**pro hac vice* forthcoming