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**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON - TACOMA**

WENDY J. COCHRAN and CHARLENE  
RIDDLE, on behalf of themselves and all  
persons similarly situated,

Plaintiffs,

vs.

GENERAL MOTORS LLC,

Defendants.

NO.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

**I. INTRODUCTION**

1. Plaintiffs Wendy J. Cochran and Charlene Riddle bring this class action against Defendant General Motors LLC (“GM”) arising from the design, manufacture, marketing, and sale of defective Cadillac Lyriq electric vehicles (“Lyriq” or “Affected Vehicles”).

2. The Cadillac Lyriq suffers from defects in its electrical architecture, software systems, battery management modules, and vehicle control networks that can cause the vehicle to become nonfunctional or “bricked,” rendering it incapable of starting, charging, or operating.

3. When the defects manifest, the vehicle may become completely inoperable, requiring towing and prolonged dealer service.

4. Owners nationwide have reported that Lyriq vehicles can become immobilized due to software failures, control module communication errors, battery management system failures, and charging system faults.

1           5.       In many instances, dealerships are unable to repair the vehicles promptly,  
2 leaving vehicles inoperable for weeks or months.

3           6.       GM has long known of these defects through pre-release testing, internal  
4 engineering reports, warranty claims, dealership repair reports, NHTSA complaints, and/or  
5 consumer reports.

6           7.       Despite this knowledge, GM continued to market the Cadillac Lyriq as a reliable  
7 luxury electric vehicle, listing the vehicle at a premium price.

8           8.       GM failed to disclose the defects to consumers.

9           9.       As a result, Plaintiffs and class members purchased vehicles that are defective,  
10 unreliable, unsafe, and worth substantially less than represented.

11          10.       Plaintiffs purchased and/or leased a Cadillac Lyric based upon GM's false and  
12 misleading representations regarding the reliability of the vehicle. Plaintiff's vehicle promptly  
13 experienced these failures and became completely inoperable, remaining at a dealership for an  
14 extended period without repair, and/or without adequate explanation or remedy on the part of  
15 GM. The actual vehicle purchased by Plaintiff is materially different from representations set  
16 forth in advertisements and marketing representations made by GM to consumers – and, is in  
17 fact unreliable, unsafe, and worth substantially less than represented.

18          11.       Plaintiffs bring this proposed class action on behalf of themselves and all other  
19 persons and entities nationwide who purchased or leased a Cadillac Lyric.

20          12.       Plaintiffs and members of the class all suffered damages as a result of GM's  
21 misrepresentations and omissions regarding these defects. Plaintiffs and class members  
22 overpaid to purchase vehicles incapable of providing the balance of performance, efficiency  
23 and reliability that GM represented the Cadillac Lyric to offer. Plaintiffs and the class members  
24 have also suffered diminution of vehicle value now that the existence of these defects have been  
25 revealed. Accordingly, Plaintiffs and similarly-situated owners and lessees of the affected  
26 vehicles are entitled to compensation for their losses.

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## II. PARTIES

11. Plaintiff Wendy J. Cochran is a resident of Washington State. Plaintiff purchased or leased a Cadillac Lyriq designed and manufactured by GM. Plaintiff reasonably relied on GM’s marketing and representations regarding the reliability and safety of the Lyriq. Unbeknownst to Plaintiff, at the time the vehicle was purchased, it was designed and manufactured with defects in its electrical architecture, software systems, battery management modules, and vehicle control networks that can cause the vehicle to become nonfunctional or “bricked,” rendering it incapable of starting, charging, or operating. After purchase, Plaintiff’s vehicle experienced catastrophic electrical system failure consistent with the Lyriq defects. The vehicle promptly became inoperable (“bricked”) and required dealership service. Plaintiff was deprived of the use of the vehicle for an extended period. GM has failed to provide a timely or effective repair. GM’s unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling and leasing the Lyriq with these known defects has caused Plaintiff damages including loss of vehicle use, diminished value, out-of-pocket costs and overpayment for a defective vehicle. Had GM disclosed the defects, Plaintiff would not have purchased the vehicle or would have paid less for it.

12. Plaintiff Charlene Riddle is a resident of Florida. Plaintiff purchased a Cadillac Lyric or leased a Cadillac Lyriq designed and manufactured by GM. Plaintiff reasonably relied on GM’s marketing and representations regarding the reliability and safety of the Lyriq. Unbeknownst to Plaintiff, at the time the vehicle was purchased, it was designed and manufactured with defects in its electrical architecture, software systems, battery management modules, and vehicle control networks that can cause the vehicle to become nonfunctional or “bricked,” rendering it incapable of starting, charging, or operating. After purchase, Plaintiff’s vehicle experienced catastrophic, ongoing electrical system failures consistent with the Lyriq defects. The vehicle does not meet Defendant’s representations regarding reliability, functionality, and suffers from ongoing issues regarding its electrical architecture, software systems, battery management modules, and vehicle control networks, including issues related

1 to range, charging, screen malfunctions, delays when shifting into drive, rendering the vehicle  
2 entirely unreliable for daily use. regarding GM has failed to provide a timely or effective repair,  
3 and has instead advised Plaintiff that the vehicle’s software was under-developed and required  
4 a “fix” that would not be available until some future, uncertain date. GM’s unfair, unlawful,  
5 and deceptive conduct in designing, manufacturing, marketing, selling and leasing the Lyriq  
6 with these known defects has caused Plaintiff damages including loss of vehicle use, diminished  
7 value, out-of-pocket costs and overpayment for a defective vehicle. Had GM disclosed the  
8 defects, Plaintiff would not have purchased the vehicle or would have paid less for it

9 19. Defendant General Motors LLC is a Delaware limited liability company  
10 headquartered in Detroit, Michigan. GM designs, manufactures, advertises, markets, and sells  
11 Cadillac vehicles throughout the United States. GM placed the Lyriq into the stream of  
12 commerce with the knowledge expectation it would be purchased nationwide, including in  
13 Washington state.

### 14 III. JURISDICTION AND VENUE

15 22. This Court has jurisdiction under the Class Action Fairness Act, 28 U.S.C.  
16 §1332(d), because the proposed Class consists of 100 or more members; the amount in  
17 controversy exceeds \$5,000,000.00, exclusive of costs and interest; and minimal diversity  
18 exists.

19 23. Minimal diversity exists for two independent reasons: (1) Plaintiffs and the  
20 Defendant are diverse; and (2) the proposed class contains citizens of states outside of  
21 Defendant’s home jurisdiction.

22 24. The Court has personal jurisdiction over Defendant because the alleged  
23 wrongdoing occurred in Washington, Defendant has sufficient minimum contacts with  
24 Washington, and Defendant has otherwise intentionally availed itself of the markets in  
25 Washington.  
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1 **C. NHTSA Complaints**

2 39. Numerous owners have reported Lyriq electrical failures to the National  
3 Highway Traffic Safety Administration (“NHTSA”).

4 40. Complaints describe complete vehicle shutdown, an inability to start the vehicle,  
5 failure of battery systems, charging system failures, and repeated software faults.

6 41. These complaints demonstrate that the defect is widespread.

7 **D. Technical Service Bulletins**

8 42. GM has issued Technical Service Bulletins (“TSBs”) related to Lyriq electrical  
9 and software defects.

10 43. TSBs are communications sent by manufacturers to dealerships identifying  
11 known defects and recommended repairs.

12 44. The issuance of these bulletins demonstrates GM’s knowledge of the defects.

13 45. Despite this knowledge, GM did not disclose the defects to consumers.

14 **E. GM’s Pre-Sale Knowledge**

15 46. GM knew of the defects prior to selling the vehicles.

16 47. GM obtained knowledge through pre-production testing, engineering validation  
17 testing, warranty claim data, dealer repair reports and/or internal quality monitoring systems.

18 48. GM also had access to detailed telematics data transmitted by Lyriq vehicles,  
19 which further revealed the defects.

20 49. Despite this knowledge, GM continued selling the vehicles without disclosing  
21 the defects to consumers.

22 **F. Plaintiff’s Experience**

23 50. Plaintiffs purchased or leased a Cadillac Lyriq expecting a safe, reliable luxury  
24 vehicle, based on GM’s marketing and advertising. GM did not disclose the defects in the Lyriq  
25 to Plaintiff. Had GM disclosed these defects, Plaintiffs would not have purchased the vehicle  
26 or would have paid less for the vehicle.

1           51. Plaintiffs' vehicles later suffered catastrophic electrical system failures, and/or  
2 became completely inoperable and unreliable for intended use.

3           52. Plaintiffs' vehicles were delivered to a dealership for repair.

4           53. Plaintiffs' vehicles remained at the dealership for an extended period without  
5 repair, and/or the repair offered by the dealership failed to remedy the defects.

6           54. Plaintiffs have been deprived of the expected, ordinary use of their vehicles.

7           55. GM has failed to provide an effective repair or replacement. And, while GM  
8 has claimed to offer a "buy back" of Affected Vehicles, GM has intentionally delayed  
9 implementation of this program and/or delayed repayment to Plaintiffs in order to maximize  
10 profits (e.g., to capture the investment "float" from profits received).

11 **G. Engineering Explanation of the Cadillac Lyriq Electrical Architecture Defect**

12           57. The Cadillac Lyriq is built on General Motors' Ultium electric vehicle platform,  
13 which integrates high-voltage battery systems, vehicle propulsion systems, and numerous  
14 electronic control modules through a complex network of software and electrical  
15 communication systems.

16           58. Unlike traditional internal combustion vehicles, modern electric vehicles depend  
17 on continuous digital communication among dozens of electronic control units ("ECUs") to  
18 operate fundamental vehicle functions.

19           59. These ECUs manage essential systems including battery management, charging  
20 systems, propulsion control, braking and stability systems, vehicle safety systems, thermal  
21 management, infotainment, and telematics.

22           60. The Lyriq's ECUs communicate through multiple Controller Area Network  
23 ("CAN") and Ethernet-based vehicle communication buses.

24           61. These communication networks allow the ECUs to exchange real-time  
25 operational data required to operate the vehicle.

26           62. The Battery Management System. The Lyriq's propulsion system is powered  
by a large high-voltage lithium-ion battery pack.

1           63. The battery pack is controlled by a Battery Management System (“BMS”) responsible for monitoring battery cell voltage, regulating battery temperature, managing charging and discharging cycles, and preventing over-current or over-voltage conditions.

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4           64. The BMS continuously communicates with other vehicle control modules, including the propulsion control module, the charging control module, and the vehicle control unit.

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7           65. These communications ensure that the vehicle can safely start, drive, and charge.

8           66. If communication between these systems is interrupted or corrupted, the vehicle’s safety protocols may automatically disable propulsion.

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10           67. Vehicle Control Module Communication. The Lyriq’s architecture relies on a centralized vehicle control architecture in which multiple ECUs must authenticate and communicate with one another before the vehicle can operate.

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13           68. When the vehicle is powered on, several systems must complete a series of digital handshake and authentication procedures.

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15           69. These include communications between the Body Control Module, the Powertrain Control Module, the Battery Energy Control Module, and the Charging Control Module.

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18           70. If these modules fail to communicate properly, the vehicle’s software may interpret the condition as a safety fault.

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20           71. When this occurs, the system may disable the vehicle to prevent perceived electrical damage.

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22           72. Software-Dependent Vehicle Operation. The Lyriq relies heavily on software-defined vehicle architecture, which controls power delivery, battery operation, charging behavior, and vehicle start authorization.

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25           74. These functions depend on stable firmware and operating software across numerous control modules.

1 75. Errors in this software environment can cause modules to enter fault states or  
2 communication failures.

3 76. The Defect in the Lyriq Electrical Architecture. The Lyriq suffers from defects  
4 in its integrated electrical architecture and software control systems.

5 77. These defects cause failures in communication among key vehicle control  
6 modules.

7 78. When these communication failures occur, the vehicle's safety systems may  
8 disable propulsion or charging functions.

9 79. As a result, the vehicle may become completely inoperable.

10 80. Owners frequently describe this condition as the vehicle being "bricked."

11 81. In this state, the vehicle may refuse to power on, refuse to enter drive mode,  
12 refuse to charge and/or display critical system warnings.

13 82. In many instances the vehicle cannot be restarted.

14 83. The vehicle must then be towed to a dealership.

15 84. Cascading Module Failures. When communication failures occur within the  
16 Lyriq architecture, faults may cascade across multiple modules.

17 85. For example, a communication failure between the Battery Energy Control  
18 Module and other systems may cause the vehicle control system to interpret the battery as  
19 unsafe.

20 86. In response, the system may disable propulsion.

21 87. Similarly, software faults within the charging control system may prevent the  
22 battery from accepting a charge.

23 88. Because the Lyriq relies on tightly integrated software systems, failures in a  
24 single module may propagate across the network.

25 89. Difficulties in Diagnosing and Repairing the Defect. The Lyriq's architecture is  
26 highly complex and dependent on synchronized software across numerous modules.

1 90. When communication faults occur, dealerships may struggle to identify the root  
2 cause.

3 91. Repairs often require firmware updates, module reprogramming, and/or  
4 replacement of control modules.

5 92. Even after such repairs, vehicles may experience recurring failures.

6 93. As a result, some vehicles remain inoperable for extended periods.

7 94. Over-the-Air Software Updates. GM designed the Lyriq to receive over-the-air  
8 (“OTA”) software updates.

9 95. These updates modify firmware across multiple vehicle modules.

10 96. Improper synchronization between module software versions can introduce  
11 system instability.

12 97. OTA updates can therefore trigger communication mismatches between  
13 modules.

14 98. When such mismatches occur, the vehicle may enter a fault state.

15 99. High-Voltage System Safety Lockouts. Electric vehicles incorporate safety  
16 mechanisms designed to prevent high-voltage system damage.

17 100. These mechanisms may automatically disable propulsion if system faults are  
18 detected.

19 101. Because the Lyriq defect causes erroneous system faults, these safety  
20 mechanisms may trigger unnecessarily.

21 102. When this occurs, the vehicle may become permanently disabled until serviced  
22 by a dealership.

23 103. Evidence of the Defect in Consumer Complaints. Owners of Cadillac Lyriq  
24 vehicles have reported numerous incidents in which vehicles became completely inoperable.

25 104. These complaints frequently describe sudden electrical failures, inability to start  
26 the vehicle, charging system malfunctions and/or prolonged dealer repair attempts.

1 105. These reports are consistent with failures in the vehicle’s integrated electrical  
2 architecture.

3 106. GM’s Ability to Detect the Defect. GM collects extensive operational data from  
4 Lyriq vehicles through onboard telematics systems.

5 107. These systems transmit vehicle diagnostic information to GM.

6 108. This information includes fault codes, module communication errors, and  
7 battery management data.

8 109. This data would have revealed the existence and frequency of the defects.

9 110. GM therefore knew or should have known that the Lyriq contained systemic  
10 defects.

11 111. The Defects Exist in All Class Vehicles. The Lyriq defects arise from the  
12 vehicle’s fundamental electrical architecture and software systems.

13 112. Because these systems are common across all Lyriq vehicles, the defects affect  
14 the entire class of vehicles.

15 113. The defects therefore present a common issue suitable for class treatment.

16 114. Failure to Provide an Adequate Remedy. GM offers no actual remedy, repair or  
17 replacement to address these widespread defects. And, while GM has claimed to offer a “buy  
18 back” of Affected Vehicles, GM has intentionally delayed implementation of this program  
19 and/or repayment to consumers in order to maximize its own profits (e.g., to capture the  
20 investment “float”). To add insult to injury, GM has offered no reimbursement to consumers  
21 who purchased and/or leased Affected Vehicles for out-of-pocket expenses, loss of use, and  
22 loss of value. Because no bona fide repair is available, vehicle owners and lessees are left  
23 without a safely operable vehicle for an unknown and potentially lengthy period.

24 **115. V. CLASS ACTION ALLEGATIONS**

25 116. Plaintiffs bring this action under Federal Rule of Civil Procedure 23, on behalf  
26 of: (1) all persons or entities who are current or former owners and/or lessees of an Affected  
Vehicle; (2) all persons or entities in the state of Washington who are current or former owners

1 and/or lessees of an Affected Vehicle; (2) all persons or entities in the state of Florida who are  
2 current or former owners and/or lessees of an Affected Vehicle.

3 117. Excluded from the Classes are: (i) GM and any entity in which GM has a  
4 controlling interest, and their legal representatives, officers, directors, employees, assigns and  
5 successors; and (ii) the judge to whom this case is assigned and any member of the judge's staff  
6 or immediate family.

7 118. Plaintiffs seek only damages and injunctive relief on behalf of themselves and  
8 the Class Members. Plaintiffs disclaim any intent or right to seek any recovery in this action  
9 for personal injuries suffered by Plaintiffs and/or the Class Members.

10 119. Certification of Plaintiffs' claims for class-wide treatment is appropriate because  
11 Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence  
12 as would be used to prove those elements in individual actions alleging the same claim.

13 120. Numerosity; Federal Rule of Civil Procedure 23(a)(1). The members of the  
14 Classes are so numerous and geographically dispersed that individual joinder of all Class  
15 members is impracticable. While Plaintiffs are informed and believe that there are at least  
16 hundreds if not thousands of members of the Classes, the precise number of Class members is  
17 unknown to Plaintiffs, but may be ascertained from Defendant's records. Class members may  
18 be notified of the pendency of this action by recognized, Court-approved notice dissemination  
19 methods, which may include U.S. mail, electronic mail, Internet postings, and/or published  
20 notice.

21 121. Commonality; Federal Rule of Civil Procedure 23(a)(2). Common questions of  
22 law and fact exist as to all Class Members, and include (a) whether the Lyriq contains a defect;  
23 (b) whether Defendant knew or should have known of the defect; (c) whether Defendant  
24 concealed the defect; (d) whether consumers overpaid for the purchase and/or lease of their  
25 vehicles, in light of the undisclosed defect; (e) whether Defendant's conduct, as alleged in this  
26 Complaint, violated consumer protection statutes and common law.

1 122. Typicality; Federal Rule of Civil Procedure 23(a)(3). Plaintiffs' claims are  
2 typical of the claims of the Class Members who Plaintiff seeks to represent, because Plaintiffs  
3 and each Class Member purchased and/or leased an Affected Vehicle and were comparably  
4 injured through Defendant's wrongful conduct as described herein.

5 123. Adequacy; Federal Rule of Civil Procedure 23(a)(4). Plaintiffs will fairly and  
6 adequately protect all Class Members. Plaintiffs' interests do not conflict with the interest of  
7 the Class Members. Further, Plaintiffs have retained counsel competent and experienced in  
8 complex class action and consumer protection litigation, and Plaintiffs intend to prosecute this  
9 action vigorously. Therefore, the interests of the Class Members will be fairly and adequately  
10 protected.

11 124. Predominance of Common Issues; Federal Rule of Civil Procedure 23(b)(3).  
12 Defendant has acted or refused to act on grounds generally applicable to Plaintiffs and the other  
13 members of the Classes, thereby making appropriate final injunctive and declaratory relief, as  
14 described herein, with respect to each Class as a whole.

15 125. Superiority; Federal Rule of Civil Procedure 23(b)(3). A class action is superior  
16 to other methods for the fair and efficient adjudication of the claims presented by this  
17 Complaint. In this regard, the Class Members' interests in individually controlling the  
18 prosecution of separate actions is low given the magnitude, burden, and expense of individual  
19 prosecutions against a large corporation such as GM. It is desirable to concentrate this litigation  
20 in this forum to avoid burdening the courts with individual lawsuits. Individualized litigation  
21 presents a potential for inconsistent or contradictory judgments, and also increases the delay  
22 and expense to all parties and the court system presented by the legal and factual issues of this  
23 case. By contrast, the class action procedure here will have no management difficulties. The  
24 Classes are ascertainable and the same common documents and testimony will be used to prove  
25 Plaintiffs' claims as well as the claims of the Class Members. Finally, proceeding as a class  
26 action provides the benefits of single adjudication, economies of scale, and comprehensive  
supervision by a single court.

1           126. Accordingly, the proposed class fulfill the criteria of Federal Rule of Civil  
2 Procedure 23, and certification of the above-defined class is appropriate.

3                           **V. FRAUDULENT CONCEALMENT ALLEGATIONS**

4           127. Plaintiffs makes the follow specific fraud allegations with as much specificity  
5 as possible at this stage of the litigation.

6           128. Who: Defendant actively concealed the defects present in the Affected Vehicles  
7 from Plaintiffs and the class members when GM continued to manufacture, distribute, sell and  
8 lease the Affected Vehicles. At this stage of the litigation, Plaintiffs are unaware of and  
9 therefore cannot specifically identify the true names and identities of specific official  
10 responsible for such decisions.

11           129. What: Defendant knew, or were reckless or negligent in not knowing, that the  
12 Affected Vehicles contained the defects as alleged herein. Defendant concealed the defects  
13 from Plaintiffs and the class members and made misrepresentations regarding the true character,  
14 quality, performance, reliability and nature of the Affected Vehicles.

15           130. When: Defendant concealed material information regarding the defects at all  
16 times, and has not taken any action to inform consumers about the true character, quality,  
17 performance, reliability and nature of the Affected Vehicles.

18           131. Where: Defendant concealed material information regarding the true character,  
19 quality, performance, reliability and nature of the Affected Vehicles in connection with every  
20 sale and lease transaction involving Affected Vehicles at least in the United States, if not  
21 worldwide. Plaintiffs are aware of no communication, document, or other interaction with  
22 anyone outside of GM before the date of filing of this Complaint, in which GM disclosed the  
23 true nature of these defects in each and every Affected Vehicle. The existence of these defects  
24 in the Affected Vehicles was not disclosed in GM’s marketing, warranties, documentation,  
25 website, or any communications with Plaintiff and vehicle owners.

26           132. How: GM concealed material information regarding the defects at all times prior  
to the date of this Complaint, including that the existence of the defects affects the character,

1 quality, performance, reliability and nature of the Affected Vehicles. GM actively concealed  
2 the truth about the existence and nature of the defects from Plaintiffs and class members, even  
3 though GM knew that information regarding the defects would be important to a reasonable  
4 consumer. GM falsely reported the character, quality, performance, reliability and nature of the  
5 Affected Vehicles within its sales and marketing materials distributed and viewed by consumers  
6 and regulators.

7 133. Why: GM concealed material information about the defects in Affected Vehicles  
8 for the purpose of inducing Plaintiffs and class members to continue to and repeatedly purchase  
9 and/or lease Affected Vehicles, rather than purchasing and/or leasing competing vehicles. If  
10 GM had disclosed the truth about the defects, then Plaintiffs and class members would not have  
11 purchased the Affected Vehicles or would have paid less.

## 12 V. TOLLING OF STATUTE OF LIMITATIONS

13 134. Fraudulent Concealment Tolling. Prior to the date of this Complaint, Defendant  
14 knew of the defects in the affected vehicles, but continued to distribute, sell, and/or lease the  
15 affected vehicles to Plaintiffs and class members. In doing so, Defendant concealed from or  
16 failed to notify Plaintiffs and the class members about the true nature of the affected vehicles.  
17 Any applicable statute of limitations has therefore been tolled by Defendant's knowledge,  
18 active concealment, and denial of the facts alleged herein.

19 135. Estoppel. Defendant was under a continuous duty to disclose to Plaintiffs and  
20 the class members the existence of these defects, which substantially affect the true character,  
21 quality, performance and nature of the Affected Vehicles. Defendant actively concealed the  
22 true character, quality, performance and nature of the defects in the Affected Vehicles, and  
23 Plaintiffs and the class members reasonably relied upon Defendant's knowing and active  
24 concealment of these facts. Defendant is thus estopped from relying on any statute of  
25 limitations in defense of this action. For these same reasons, Defendant is estopped from  
26 relying on any warranty mileage and/or age limitations in defense of this action.



1 that the defects which substantially impaired the true character, quality, performance, reliability  
2 and nature of the Affected Vehicles.

3 142. These practices were and are in violation of the Washington Consumer  
4 Protection Act, RCW 19.86.

5 143. GM intentionally and knowingly misrepresented material facts regarding the  
6 Affected Vehicles with intent to mislead Plaintiff and the other Class members, and/or failed to  
7 reveal facts that were material to the purchase or lease of the Affected Vehicles.

8 144. In purchasing or leasing the Affected Vehicles, Plaintiff and the other Class  
9 members were deceived by GM's failure to disclose the defects in the Affected Vehicles.

10 145. GM made material representations and statements of fact to Plaintiff and the  
11 Class members that resulted in Plaintiff and the Class reasonably believing the state of affairs  
12 to be other than it actually was regarding the character, quality, performance, reliability and  
13 nature of the Affected Vehicles.

14 146. GM intended that Plaintiff and the other Class members rely on GM's  
15 misrepresentations and omissions, so that Plaintiff and other Class members would purchase or  
16 lease the Affected Vehicles.

17 147. Plaintiff and other Class members reasonably relied upon GM's false  
18 misrepresentations. They had no way of knowing that GM's representations were false and  
19 misleading.

20 148. GM knew or should have known that its conduct violated Washington's  
21 Consumer Protection Act.

22 149. GM owed Plaintiff and the Class a duty to disclose the truth about GM's  
23 misrepresentations because GM: (1) possessed exclusive knowledge regarding the defects  
24 within the Affected Vehicles; intentionally concealed the defects from Plaintiff and the Class;  
25 and/or (3) made incomplete representations about the character, quality, performance,  
26 reliability and nature of the Affected Vehicles, while purposefully withholding material facts  
from Plaintiff and the Class that contradicted these representations.



1           159. In the course of its business, Defendant concealed these defects, as described  
2 herein, and otherwise engaged in activities with a tendency or capacity to decide. Defendant  
3 also engage in unlawful trade practice by employing deception, deceptive acts or practices,  
4 fraud, misrepresentations, or concealment, suppression or omission of a material fact with intent  
5 that others rely upon such concealment, suppression or omission, in connection with the sale  
6 and/or lease of the Affected Vehicles.

7           160. By failing to disclose and actively concealing these defects in the Affected  
8 Vehicles, which Defendant marketed as safe, reliable, of high quality, and fit for ordinary use  
9 as elective vehicles, Defendant engaged in unfair and deceptive business practices in violation  
10 of the FUDTPA.

11           161. In the course of Defendant's business, it willfully failed to disclose and actively  
12 concealed the risks posed by and true nature of the defects in the Affected Vehicles.

13           162. Defendant's unfair or deceptive acts or practices were likely to and did in fact  
14 deceive reasonable consumers, including Plaintiffs and Florida Class members, about the true  
15 safety, reliability, and nature of their vehicles.

16           163. Defendant intentionally and knowingly misrepresented material facts regarding  
17 the Affected Vehicles with the intent to mislead Plaintiffs and the Florida Class.

18           164. Defendant knew or should have known that its conduct violated the FUDTPA.

19           165. Defendant made material statements about the safety, reliability and nature of  
20 the Affected Vehicles that were either false or misleading.

21           166. Defendant owed Plaintiffs and the Florida Class a duty to disclose the true safety,  
22 reliability and nature of the Affected Vehicles.

23           167. Because Defendant fraudulently concealed these defects as well as the true  
24 nature of the Affected Vehicles, Plaintiffs and Florida Class members were deprived of the  
25 benefit of their bargain since the vehicles they purchased and/or leased were worth less than  
26 they would have been if they were free from defects. Had Plaintiffs been aware of the defects

1 in their vehicles, they either would not have bought or leased their vehicles, or would have paid  
2 less for them.

3 168. Defendant's concealment of the defects in the Affected Vehicles was material  
4 to Plaintiffs and the Florida Class.

5 169. Plaintiffs and the Florida Class suffered ascertainable loss caused by  
6 Defendant's misrepresentations and concealment.

7 170. Defendant's violations present a continuing risk to Plaintiffs and the Florida  
8 Class, as well as to the general public. In particular, Defendant has yet to offer any fix for the  
9 Affected Vehicles. Defendant's unlawful acts and practices complained of herein affect the  
10 public interest.

11 171. As a direct and proximate result of Defendant's violations of the FUDTPA,  
12 Plaintiffs and the Florida Class have suffered injury in fact and/or actual damages.

13 172. Plaintiffs and the Florida Class are entitled to recover their actual damages,  
14 pursuant to the FUDTPA, Fla. Stat. § 501.201, *et seq.*

15 173. Plaintiffs and the Florida Class also seek an order enjoining Defendant's unfair,  
16 unlawful, and/or deceptive practices, declaratory relief, attorneys' fees, and any other just and  
17 proper relief available under the FUDTPA, Fla. Stat. § 501.201, *et seq.*

18 **COUNT IV**

19 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301  
20 (On Behalf of All Classes)

21 174. Plaintiffs incorporate by reference the allegations set forth above, and further  
22 alleges that GM provided written warranties promising the vehicles would be free from defects.

23 175. The Affected Vehicles are "consumer products" within the meaning of the  
24 Magnuson-Moss Warranty Act, 15, U.S.C. § 2301(3). Plaintiffs and Class members are  
25 consumers because they are persons entitled under applicable state law to enforce against the  
26 warrantor the obligations of its implied warranties.

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

3 177. 15 U.S.C. § 2301(d)(1) provides a cause of action for any consumer who is  
4 damaged by the failure of a warrantor to comply with an implied warranty.

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

12 179. GM breached its implied warranties, as described in more detail herein, and is  
13 therefore liable to Plaintiff and Class members pursuant to 15 U.S.C. § 2310(d)(1). Without  
14 limitation, the Affected Vehicles share a common defect in that they are all equipped with  
15 defective electrical architecture and software systems. These defects rendered the Affected  
16 Vehicles, when sold/leased and at all times thereafter, unmerchantable and unfit for their  
17 ordinary use of driving.

18 180. GM failed to perform the sort of testing that any responsible vehicle  
19 manufacturer would have done prior to launching the Affected Vehicles, thus GM knew or  
20 should have known of the defect. Yet, in order to pad its bottom line and launch a line of luxury  
21 electric vehicles, at a premium price, GM intentionally or recklessly foisted the defective  
22 Affected Vehicles on Plaintiff and unwitting Class members.

23 181. Any effort by GM to limit the implied warranties in a manner that would exclude  
24 coverage of the Affected Vehicles is unconscionable, and any such effort to disclaim or  
25 otherwise limit such liability is null and void.

26 182. Any limitations GM might seek to impose on its warranties are procedurally  
unconscionable. There was unequal bargaining power between GM and Plaintiff (and Class

1 members), as, at the time of purchase and lease, neither Plaintiffs nor Class members had any  
2 other options for purchasing warranty coverage other than directly from GM.

3 183. Any limitations GM might seek to impose on its warranties are substantively  
4 unconscionable. GM knew that the Affected Vehicles were defective and could spontaneously  
5 become nonfunctional or “bricked,” rendering it incapable of starting or charging, yet failed to  
6 disclose this defect to Plaintiffs and the Class. Thus, enforcement of the durational limitations  
7 on the warranties is harsh and would shock the conscience.

8 184. Plaintiffs and Class members have had sufficient direct dealings with either GM  
9 or its agents (dealerships) to establish privity of contract. Nonetheless, privity is not required  
10 here because Plaintiff and Class members are intended third-party beneficiaries of contracts  
11 between GM and its dealers, and specifically, of GM’s implied warranties. The dealers were  
12 not intended to be the ultimate consumers of the Affected Vehicles and have no rights under  
13 the warranty agreements provided with the Affected Vehicles; the warranty agreements were  
14 designed for and intended to benefit consumers. Finally, privity is also not required because the  
15 Affected Vehicles are dangerous instrumentalities due to the aforementioned defect.

16 185. Pursuant to 15 U.S.C. § 2310(e), Plaintiffs are entitled to bring this class action  
17 and is not required to give GM notice and an opportunity to cure until such time as the Court  
18 determines the representative capacity of Plaintiffs pursuant to Rule 23 of the Federal Rules of  
19 Civil Procedure.

20 186. Plaintiffs and Class members would suffer economic hardship if they returned  
21 their Affected Vehicles but did not receive the return of all payments made by them. Because  
22 GM will not acknowledge any revocation of acceptance and immediately return any payments  
23 made, Plaintiffs and Class members have not re-accepted their Affected Vehicles, if they have  
24 retained them.

25 187. The amount in controversy of Plaintiffs’ individual claims meets or exceeds the  
26 sum of \$25. The amount in controversy of this action exceeds the sum of \$50,000, exclusive  
of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

1 Plaintiffs, individually and on behalf of all other Class members, seeks all damages permitted  
2 by law, including diminution in value of their vehicles, in an amount to be proven at trial. In  
3 addition, pursuant to 15 U.S.C. § 2310(d)(2), Plaintiffs are entitled to recover a sum equal to  
4 the aggregate amount of costs and expenses (including attorneys' fees based on actual time  
5 expended) determined by the Court to have reasonably been incurred by Plaintiffs and the Class  
6 members in connection with the commencement and prosecution of this action.

7 188. Plaintiffs also seek the establishment of a GM-funded program for Plaintiffs and  
8 Class members to recover out-of-pocket costs incurred in attempting to rectify and/or mitigate  
9 the effects of the defects in their Affected Vehicles.

10  
11 **COUNT V**  
12 Breach of Express Warranty  
(On Behalf of All Classes)

13 189. Plaintiffs incorporate by reference the allegations set forth above, and further  
14 alleges that GM expressly warranted the Lyriq against defects.

15 190. The vehicles were defective and GM failed to repair them.

16 191. As a direct and proximate result of this wrongful conduct, Plaintiffs and the  
17 Classes have been damaged in an amount to be proven at trial.

18 **COUNT VI**  
19 Breach of Implied Warranty of Merchantability  
(On Behalf of All Classes)

20 192. Plaintiffs incorporate by reference the allegations set forth above, and further  
21 alleges that vehicles that become inoperable due to electrical defects described herein are not  
22 fit for their ordinary purpose.

23 193. As a direct and proximate result of this wrongful conduct, Plaintiffs and the  
24 Classes have been damaged in an amount to be proven at trial.

1 **COUNT VII**  
2 Fraudulent Concealment  
(On Behalf of All Classes)

3 194. As detailed above, GM knowingly concealed the defects from Plaintiffs and the  
4 Class members, each of whom reasonably relied on GM's misrepresentations and omissions.

5 195. GM's acts and omissions constitute fraudulent concealment or fraud by  
6 concealment.

7 196. As a direct and proximate result of this wrongful conduct, Plaintiffs and the  
8 Classes have been damaged in an amount to be proven at trial.

9 **COUNT VII**  
10 Unjust Enrichment  
(On Behalf of All Classes)

11 197. As detailed above, GM received significant revenue from the sale of defective  
12 vehicles.

13 198. GM's acts and omissions give rise to an action for unjust enrichment.

14 199. As a direct and proximate result of this wrongful conduct, Plaintiffs and the  
15 Classes have been damaged in an amount to be proven at trial, including disgorgement of said  
16 profits.

17 **VIII. DAMAGES**

18 200. Plaintiffs and class members have suffered damages including overpayment for  
19 defective vehicles, loss of vehicle use, diminished resale value, repair costs, and incidental  
20 damages.

21 201. Plaintiffs seek treble damages under RCW 19.86.090, on behalf of the  
22 Washington Class.

23 **IX. INJUNCTIVE RELIEF**

24 202. Plaintiffs seek an order requiring GM to disclose the defect, repair the defect,  
25 notify consumers of the defect, and provide restitution.

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**X. RESERVATION OF RIGHTS**

203. Plaintiffs reserve the right to assert additional claims as may be appropriate following further investigation and discovery.

**XI. PRAYER FOR RELIEF**

Plaintiffs request that the Court:

- A. Certify the Class;
- B. Appoint Plaintiffs as Class Representatives;
- C. Award appropriate relief, to include all compensatory, punitive and other damages as permitted by applicable law;
- D. Award treble damages under Washington law, RCW 19.86.090;
- E. Award restitution and disgorgement of revenues or profit;
- F. Award costs, reasonable attorneys' fees, and statutory interest under any applicable law, or other grounds in equity, including RCW 19.86.090 and/or Fla. Stat. § 501.201, *et seq*;
- G. That the Court award pre-judgment interest on items of special damages;
- H. That the Court award post-judgment interest;
- I. Award injunctive relief, including entry of an Order requiring GM to cease and desist from engaging in wrongful conduct and to engage in a corrective advertising campaign;
- J. Award such other, favorable relief as may be available and appropriate under law or at equity; and
- K. Enter such other and further relief as the Court deems just and proper.

**XII. JURY DEMAND**

Plaintiff demands trial by jury as to all issues so triable.

1 DATED this 2<sup>nd</sup> day of April, 2026.

2 PFAU COCHRAN VERTETIS AMALA, PLLC

3 By /s/ Darrell L. Cochran

4 Darrell L. Cochran, WSBA No. 22851

5 *Attorneys for Plaintiff*

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