FILED
10-29-2026
CIRCUIT COURT
DANE COUNTY, WI
2026CX000016

STATE OF WISCONSIN CIRCUIT COURT DANE COUNTY

STATE OF WISCONSIN
17 West Main Street
Post Office Box 7857
Madison, Wisconsin 53707-7857

Plaintiff,

v.

Case No. _____
Complex Forfeiture: 30109

GENERAL MOTORS LLC
300 Renaissance Center
Suite L1
Detroit, Michigan 48243,

GENERAL MOTORS HOLDINGS LLC
300 Renaissance Center
Suite L1
Detroit, Michigan 48243,

and

ONSTAR LLC
400 Renaissance Center
Detroit, Michigan 48243,

Defendants.

COMPLAINT

The State of Wisconsin, by its attorneys, Wisconsin Attorney General Joshua L. Kaul and Assistant Attorney General Gregory A. Myszkowski, brings this civil enforcement action against Defendants General Motors LLC, a limited liability company, General Motors Holdings LLC, a limited liability company, and OnStar,

LLC, a limited liability company (collectively, "Defendants" or "GM"), and alleges as follows:

I. JURISDICTION AND VENUE

1. At all relevant times, Defendants were engaged in trade and commerce affecting consumers in Wisconsin insofar as Defendants manufactured, advertised, and distributed vehicles in Wisconsin. Defendants were also in possession of the personal information and consumer driving data of Wisconsin residents.

2. This action is brought pursuant to Wis. Stat. § 100.18(11)(d) to enforce and restrain violations of Wis. Stat. § 100.18(1) and to obtain civil forfeitures.

3. Venue is proper in Dane County pursuant to Wis. Stat. § 801.50(2)(c) because Defendants do substantial business in Dane County.

II. PARTIES

4. The plaintiff, the State of Wisconsin, has its principal offices at the State Capitol in Madison, Wisconsin. The address of the Wisconsin Department of Justice is 17 West Main Street, Post Office Box 7857, Madison, Wisconsin 53707-7857.

5. Defendant General Motors LLC is a Delaware limited liability company with its principal office or place of business at 300 Renaissance Center, Suite L1, Detroit, Michigan 48243. General Motors LLC is a wholly owned subsidiary of General Motors Company, a Delaware corporation.

6. Defendant General Motors Holdings LLC, is a Delaware limited liability company with its principal office or place of business at 300 Renaissance Center,

Suite L1, Detroit, Michigan 48243. General Motors Holdings LLC is a wholly owned subsidiary of General Motors Company, a Delaware corporation.

7. Defendant OnStar, LLC ("OnStar"), is a Delaware limited liability company with its principal office or place of business at 400 Renaissance Center, Detroit, Michigan 48243. OnStar, LLC, is a wholly owned subsidiary of General Motors Company, a Delaware corporation.

III. FACTS

A. GM's OnStar and Smart Driver Services

8. GM is a multi-national U.S. based automobile company that manufactures and sells Chevrolet, GMC, Cadillac, and Buick brands (collectively, "GM-branded vehicles"), to GM-authorized dealerships in Wisconsin. GM offers connected products and services for their GM-branded vehicles under the OnStar brand. OnStar is billed as an in-vehicle entertainment and safety feature, with options like "automatic crash response," "roadside assistance," "remote access," and "in-vehicle apps," to list a few.

9. In 2015, GM released "Smart Driver" as part of the OnStar service. GM promoted Smart Driver as a tool to help consumers drive safer by providing information about their driving behavior. Through Smart Driver, Defendants collected huge volumes of consumer driver behavior information, such as hard braking, hard acceleration, hard cornering, crossing of a designated high-speed threshold, seat belt usage, or late-night driving, and trip time and duration for such events ("Covered Driver Data").

10. Through OnStar, GM also collected precise geolocation data linked to identifiable personal information, including name, address, and Vehicle Identification Number ("VIN"). This precise geolocation data consisted of latitude and longitude along with elevation, heading, current speed, a date and time stamp, and a trip identifier that could be used to tie multiple transmissions together to identify the entire route of a specific trip taken by a single vehicle. GM collected precise geolocation data every three seconds from ignition on to ignition off.

11. In 2015, GM started selling OnStar and Smart Driver data to third party Verisk Analytics ("Verisk") and in 2019 entered into a similar contract with Lexis Nexis Risk Solutions, Inc. ("Lexis"). Pursuant to these contracts, GM provided Lexis with precise geolocation data, while Verisk's contract expressly barred GM from providing such location data. Verisk and Lexis used the data to compile consumer reports and driver-ratings that it sold to insurance companies. Some insurance companies then used this information in part to set insurance rates.

12. Through Smart Driver, customers could choose to further enroll in an Insurance Discount Eligibility program that allowed GM to share anonymous driving data with participating insurance companies to see if they qualified for a discount. If a discount was available, drivers could then decide whether to share their personal information to claim it. Yet, GM sold identifiable driving data for *all* customers enrolled in Smart Driver, regardless of their participation in the Insurance Discount Eligibility Program. Ultimately, GM made over $20 million nationwide in connection with these data sales.

13. On March 11, 2024, the New York Times reported that GM was sharing consumer driver behavior data with insurance companies.[1] The article noted consumers were unaware that their driving data was being used to set insurance rates and that many consumers saw their rates unexpectedly increase. On April 23, 2024, the New York Times reported that some GM customers were enrolled in Smart Driver despite their GM-vehicle related app indicating they were not enrolled.[2] In April 2024, GM announced that it was discontinuing the Smart Driver program "based on customer feedback."

B. GM Failed to Disclose It Sold Smart Driver Data to Third Parties for Insurance Purposes

14. GM represented to consumers that Smart Driver collected data for the customer's own assessment of their driving habits. GM marketed Smart Driver as a way for consumers to "level up [their] driving skills" by "encourag[ing] better driving habits [and] offering tips that [could] help sharpen driving skills." However, GM failed to disclose that it sold consumers' driving information to third parties.

15. A vast majority of Smart Driver enrollments occurred before the consumer left the dealerships. The OnStar enrollment process consisted of a consumer viewing a series of screens before indicating "I accept" or "I decline" by selecting labeled radio buttons on the screens. The first screen requested that the

[1] Kashmir Hill, *Automakers Are Sharing Consumer Driving Behavior With Insurance Companies*, N.Y. Times (Mar. 11, 2024), https://www.nytimes.com/2024/03/11/technology/carmakers-driver-tracking-insurance.html.

[2] Kashmir Hill, *How G.M Tricked Millions of Drivers Into Being Spied On (Including Me)*, N.Y. Times (Apr. 23, 2024), https://www.nytimes.com/2024/04/23/technology/general-motors-spying-driver-data-consent.html.

consumer review the terms and conditions for connected vehicle services and the GM Privacy Statement. This privacy statement told consumers that their information might be shared for things such as research and development or services maintenance. The only reference to sharing for insurance purposes indicated that additional user consent or authorization would be collected before driver information was shared for any usage-based insurance program:

> With business partners, such as SiriusXM, in connection with their products and services; research institutes, for research and development purposes (*for example, improving highway safety*); dealers, fleet or rental companies, for service maintenance of your vehicle. We may also share data with third parties for marketing activities (with necessary consents) or where you have elected to receive a service from them and/or authorized them to request data from GM (*for example, financial organizations who offer financing for the purchase or lease of GM vehicles or usage based insurance providers*) (emphasis in original).

16. Upon acceptance of GM's Privacy Statement, consumers were presented with a second screen that requested the consumer to "one-click" enroll in the OnStar Smart Driver feature and the third screen offered a summary of the enrollment process. The Smart Driver consent screens told consumers the program provides "insights on your driving behavior and can help you recognize driving improvement opportunities" and that "[y]ou'll earn achievements, get valuable feedback with each trip, and access your driving data." GM said that it would use the information collected about "where and how you operate your vehicle."

17. If the consumer attempted to decline the OnStar Terms, the screen displayed a message warning that declining "will result in deactivation of all services, including Automatic Crash Response, Emergency Services, and Vehicle Diagnostics."

18. Nowhere in the enrollment process did GM disclose to consumers that GM would sell their data to third parties who would then sell it to insurance companies. Further, GM's practices contradicted its representations regarding its Insurance Discount Eligibility program, where GM stated that it would only share *anonymous* driving data with insurance companies. In reality, GM sold the identifiable driving data of *all* Smart Driver participants to Verisk and Lexis for the purpose of repackaging and selling to insurance companies.

19. Other customers were automatically enrolled in Smart Driver due to a technical glitch. GM's applications incorrectly informed over 370,000 consumers that they were not enrolled in Smart Driver despite GM collecting and selling their driver data to third parties. GM discovered the glitch following the April 2024 New York Times article. GM never notified affected consumers of the error. Instead, GM quietly unenrolled those consumers from Smart Driver without telling them that GM had collected and sold their driving data to third parties, potentially impacting their insurance rates.

C. GM Failed to Disclose It Collected and Sold Precise Geolocation Data Obtained from Some OnStar Enabled Vehicles to Third Parties

20. Starting in 2018, GM collected precise geolocation data from millions of vehicles through a particular task that collected and transmitted precise geolocation data every three seconds, starting from ignition on, to GM's storage systems. This

precise geolocation data consisted of latitude and longitude, along with elevation, heading, current speed, a date and time stamp, and a trip identifier that could be used to tie multiple transmissions together to identify the entire route of a specific trip taken by a single vehicle.

21. In 2019, this task also collected a persistent vehicle identifier, which linked the precise geolocation data to a particular VIN, and could be used to associate a single vehicle to multiple trips.

22. In 2018, GM entered into a contract to license the precise geolocation data to Wejo Ltd. ("Wejo"), a United Kingdom-based connected car data company. This agreement continued until Wejo filed for bankruptcy.

23. Wejo's assets were sold to Jacobs Engineering Group, Inc. ("Jacobs"), a Texas- based consulting company, on January 3, 2024. That same day, Jacobs entered into an agreement with GM to license the precise geolocation data and persistent identifier.

24. GM allowed Wejo, and later Jacobs, to license the data obtained by GM to other entities, with GM's approval, called "egress licensees." Indeed, under the terms of the contracts with third parties, GM knew and approved each egress licensee to whom Wejo and Jacobs had licensed the data. However, GM did not disclose information about specific egress licensees to consumers.

25. Moreover, the OnStar Terms and GM's Privacy Statement did not inform consumers that their precise geolocation data would be sold to third parties, licensed to other entities with whom the third parties had their own relationships,

and used for the specific purposes carried out by Wejo and Jacobs. Additionally, consumers were never informed whether their GM-branded vehicles were among the vehicles from which GM collected and sent precise geolocation data to Wejo or Jacobs.

D. GM Incentivized GM-Branded Dealerships to Enroll Consumers in OnStar and Smart Driver

26. To maximize the number of consumers enrolled, GM heavily incentivized GM-branded dealerships to enroll consumers in OnStar and Smart Driver during the vehicle purchase process. GM offered incentive payments to dealership personnel if: (1) the consumer enrolled at the dealership at the time of sale; (2) the consumer accepted the OnStar terms and conditions; and (3) the consumer opted in to Smart Driver. GM representatives pushed dealerships to increase their OnStar enrollment numbers. GM's incentives resulted in extraordinarily high volumes of consumers being enrolled in OnStar and Smart Driver at the dealerships. In many cases, dealership employees allegedly accepted terms and conditions on behalf of customers without their consent.

27. GM failed to implement policies and procedures to ensure that consumers reviewed or understood data sharing practices for OnStar or Smart Driver when signing up at GM-branded dealerships. Furthermore, GM failed to provide dealerships with training materials explaining how these programs worked, including what data was collected and for what purpose, or how to obtain consumers' informed consent.

IV. COUNT 1

Violations of Wis. Stat. § 100.18(1)

28. Plaintiff realleges all preceding paragraphs of the complaint and incorporates them herein.

29. Pursuant to Wisconsin Stat. § 100.18(1):

> No person, firm, corporation or association, or agent or employee thereof, with intent to sell, distribute, increase the consumption of or in any wise dispose of any real estate, merchandise, securities, employment, service, or anything offered by such person, firm, corporation or association, or agent or employee thereof, directly or indirectly, to the public for sale, hire, use or other distribution, or with intent to induce the public in any manner to enter into any contract or obligation relating to the purchase, sale, hire, use or lease of any real estate, merchandise, securities, employment or service, shall make, publish, disseminate, circulate, or place before the public, or cause, directly or indirectly, to be made, published, disseminated, circulated, or placed before the public, in this state, in a newspaper, magazine or other publication, or in the form of a book, notice, handbill, poster, bill, circular, pamphlet, letter, sign, placard, card, label, or over any radio or television station, or in any other way similar or dissimilar to the foregoing, an advertisement, announcement, statement or representation of any kind to the public relating to such purchase, sale, hire, use or lease of such real estate, merchandise, securities, service or employment or to the terms or conditions thereof, which advertisement, announcement, statement or representation contains any assertion, representation or statement of fact which is untrue, deceptive or misleading.

30. GM violated Wis. Stat. § 100.18(1) each time GM made or caused to be made, directly or indirectly, an untrue, deceptive, or misleading representation to consumers in Wisconsin, including but not limited to:

a. Deceiving consumers by telling them they would have to affirmatively opt in to an insurance discount program when in fact GM

sold consumer data to third parties for insurance purposes for all Smart Driver accounts; and

b. Misrepresenting its data collection and sharing practices with consumers through its enrollment process and GM applications.

V. PRAYER FOR RELIEF

WHEREFORE, the plaintiff State of Wisconsin respectfully requests that this Court enter judgment in its favor and grant relief against GM as follows:

A. Declare that each and every one of GM's unlawful representations constitutes a separate violation of Wis. Stat. § 100.18(1);

B. Permanently enjoin GM and all other persons acting on its behalf, directly or indirectly, from engaging in any acts that violate Wis. Stat. § 100.18(1), including, but not limited to, the unlawful acts and practices alleged herein, pursuant to Wis. Stat. § 100.18(11)(d);

C. Direct GM to pay a forfeiture of not less than $50 nor more than $200 for each violation of Wis. Stat. § 100.18(1), plus all applicable penalty assessments and surcharges, pursuant to Wis. Stat. §100.26(4).;

D. Direct GM to pay consumer protection surcharges pursuant to Wis. Stat. § 100.261 and supplemental forfeitures not to exceed $10,000 for each violation of Wis. Stat. § 100.18, perpetrated against an elderly or disabled person, pursuant to Wis. Stat. §100.264(2).

E. Direct GM to pay the Wisconsin Department of Justice the reasonable and necessary expenses of prosecution, including attorney fees pursuant to Wis. Stat. § 100.263;

F. Direct GM to pay costs pursuant to Wis. Stat. ch. 814; and

G. Grant such further relief as the Court determines is just and equitable.

DATED this 29th day of October, 2026.

Respectfully submitted,

JOSHUA L. KAUL
Attorney General of Wisconsin
Electronically signed by:

/s/ Gregory A. Myszkowski
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