

DELAY REDUCTION CASE

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA
UNLIMITED JURISDICTION

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

GENERAL MOTORS LLC and ONSTAR LLC,

Defendants.

Case No. **26CV001011**

COMPLAINT FOR INJUNCTION, CIVIL PENALTIES, AND OTHER EQUITABLE RELIEF

(CIVIL CODE, § 1798.155 & BUSINESS AND PROFESSIONS CODE, § 17200 et seq. & 17500 et seq.)

CASE MANAGEMENT CONFERENCE
DATE: 10/19/26
TIME: 8:30am
PLACE: Courtroom: B
825 Brown Street, Napa, CA 94559

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1 Plaintiff, the People of the State of California (the “People”), appearing through California
2 Attorney General Rob Bonta, Los Angeles District Attorney Nathan J. Hochman, Napa District
3 Attorney Allison Haley, San Francisco District Attorney Brooke Jenkins, and Sonoma District
4 Attorney Carla Rodriguez, bring this action against Defendants General Motors LLC and OnStar
5 LLC (collectively “GM”) for violations of California’s privacy and consumer protection laws.
6 The People allege the following facts based on information and belief:

7 INTRODUCTION

8 1. Recently, an automotive journalist updated a classic 1990s phrase with a salient
9 change—the “new information superhighway” isn’t the internet, but “how your car spies on
10 you.”¹ This consumer protection privacy case arises from GM’s practice of collecting, hoarding,
11 and then *secretly selling* California consumers’ personal information and driving data. From 2016
12 to 2024, GM collected and kept driver- and driving-related data from hundreds of thousands of
13 Californians who had subscribed to OnStar, a vehicle connectivity service offered by GM. This
14 data included names, phone numbers, home addresses, speeds, rapid acceleration, and hard
15 braking, as well as the GPS location of where OnStar subscribers drove and parked their vehicles.

16 2. In 2020, GM began selling much of this information to two data brokers, LexisNexis
17 Risk Solutions (“Lexis”) and Verisk Analytics, Inc. (“Verisk”), who worked to develop a product
18 for auto insurers that rated drivers based on driving behavior. Because this type of “usage-based
19 insurance” is illegal in California, in-state insurers did not use this product, sparing Golden State
20 residents from unexpected increases in premiums that appears to have occurred in other States.

21 3. Nevertheless, GM’s sales of OnStar subscribers’ data violated California privacy and
22 consumer protection laws in several ways. First, GM violated the Unfair Competition Law (UCL)
23 and False Advertising Law (FAL) by misleading consumers about its sales to the data brokers.
24 GM told OnStar subscribers that their data would be used for OnStar services, like summoning an
25 ambulance, providing driving directions, or improving driver skills. In its privacy policy, GM
26 even stated that it did not sell any driving or location data and that if it did disclose any such data

27 ¹Aaron Turpen, CarTalk, <https://www.cartalk.com/cars-content/how-your-car-spies-on-you>
28 (Aug. 8, 2025).

1 for insurance purposes, it would be at the consumer’s express direction. GM may have also
2 violated the UCL by selling data that was intended to be and potentially could have been used by
3 insurers to set premiums, which is flatly prohibited by California law.

4 4. Second, GM violated the California Consumer Privacy Act (CCPA), which regulates
5 the sale of personal information and the use and sharing of sensitive personal information, such as
6 precise geolocation data. GM failed to give consumers notice of its sales to the data brokers and
7 the opportunity to opt out of such sales, both of which the CCPA required. But GM didn’t just fail
8 to mention its sales *to consumers*: When the California Privacy Protection Agency
9 (“CalPrivacy”) first asked GM in late 2023 about its connected cars, GM omitted all mention of
10 selling consumers’ data to Lexis and Verisk.

11 5. Third, GM violated the CCPA’s purpose limitation principle when it collected data for
12 one purpose—providing OnStar services to consumers—but then sold it for an entirely
13 unexpected purpose—helping insurers set premiums. GM violated this principle because this later
14 driver-rating purpose was wholly unrelated to the original OnStar purpose, never disclosed, and
15 fulfilling the purpose would have violated California insurance law.

16 6. Fourth, GM failed to comply with the CCPA’s data minimization principle, which
17 requires that a business’s collection, retention, and sharing of consumers’ data be reasonably
18 necessary to achieve the purposes for which the data was collected. This is the first lawsuit
19 brought to enforce this important CCPA requirement. GM violated the data minimization
20 principle by retaining driving and location data long after needed to provide OnStar services. GM
21 also violated the principle when it unnecessarily sold *Californians’* driving data when such data
22 could never be used as a practical matter given California insurance law. Lastly, GM violated the
23 data minimization principle when it sold geolocation data to Lexis reflecting where a consumer
24 parked their vehicle, even though such data had no use in rating a consumer’s driving. This
25 parking data provided a window into Californians’ private lives, showing without their consent
26 their trips to private homes, hospitals or clinics, houses of worship, or planned peaceful protests.
27 Tellingly, Verisk *contractually barred* GM from sending precise geolocation data, which was a
28 red flag that GM and its privacy professionals should have noticed and heeded.

1 even in States that allow using driving behavior data for insurance purposes. GM and Lexis even
2 purported to hold biweekly meetings to discuss data requirements for the driver-rating product,
3 where they could and should have discussed the utility of sending location data. GM thus
4 unnecessarily sold sensitive precise geolocation data to Lexis for years, despite these data reviews
5 and the data having no utility to Lexis for insurance purposes.

6 16. GM failed to inform consumers that it sold their driving data. And what it did say about
7 its sales of data was misleading. For example, when a person enrolled in OnStar, GM told them
8 during the sign-up process that GM only shared consumers' data "to develop" or "improve the
9 safety, security, and quality of our services." GM said it might also share data "where you [the
10 consumer] have elected to receive a service from [a third party] and/or authorized them to request
11 data from GM."² When signing up for Smart Driver, GM specifically addressed collection and
12 use of consumers' driving data, but noted that it did so only for use in "provid[ing] *you* insights
13 on your driving behavior and help[ing] *you* recognize driving improvement opportunities."
14 (emphasis added.) And in its CCPA-mandated privacy notice to consumers, GM flatly denied that
15 it "sold" "characteristics," "behavior," or "geolocation data" to anyone. All of these statements
16 were inaccurate or misleading, as GM had been selling driving behavior data to Lexis and Verisk,
17 plus geolocation data to Lexis, regardless of whether the driver had requested a quote from an
18 auto insurer or "authorized them to request data from GM."

19 17. On March 11, 2024, the *New York Times* first reported that "automakers are sharing
20 consumers' driving behavior with insurance companies." The article noted that insurers had
21 raised some consumers' rates based on information obtained from GM through its OnStar service.
22 This appeared to be the first public indication that GM had been selling consumers' driving and
23 location data to third parties, even when consumers had neither signed up for usage-based
24 insurance, nor consented to insurers' access to driving data via OnStar. GM announced it was
25 immediately halting all sales and federal and state regulators began investigating.

26 _____
27 ² GM's privacy policy stated that that one of the third parties that a consumer could *authorize*
28 to obtain data from GM was a third party that provided "usage-based insurance." This is
misleading because GM sold Californians' data to the data brokers prior to and regardless of
any authorization given to an insurer.

CALIFORNIA'S INVESTIGATIONS INTO GM

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2 18. Even before the *New York Times*' reporting, CalPrivacy had begun investigating
3 automakers' collection and use of driving data. In 2023, CalPrivacy announced a sweep of
4 privacy practices relating to connected cars. As part of that inquiry, CalPrivacy asked GM to
5 describe its collection, use, and disclosure of both driving and geolocation data. In its response,
6 GM misled CalPrivacy's investigators. The company failed to identify its sales of driving and
7 location data to Lexis or Verisk, mentioning only innocuous instances where it disclosed driving
8 and geolocation data to third parties, such as to "emergency responders" or "third parties at the
9 direction of the consumer." Thus, before the publication of the *Times* article, GM told a
10 California privacy regulator directly asking about such practices that the company did not sell
11 OnStar customers' data, when GM had been doing the opposite for three years.

12 19. Following the *New York Times* story, the California Attorney General opened a joint
13 investigation with the District Attorneys of San Francisco, Sonoma, Napa, and Los Angeles, and
14 received investigative support from CalPrivacy's Enforcement Division. The investigation sought
15 to determine whether any California drivers were affected by any insurance rate increases,
16 especially when California law specifically prohibits insurance companies from relying on
17 driving data to set insurance rates. While GM had sold the driving data to Lexis and Verisk,
18 insurers had not ordered reports about California drivers from the data brokers, likely because
19 California's legal protections for consumers meant that those reports had no lawful use. The
20 investigation then focused on GM's potential liability for secretly selling data to Lexis and
21 Verisk, ultimately finding several violations of law.

22 20. First, GM violated the UCL and FAL, which both prohibit deceptive business practices
23 and statements. GM ran afoul of these laws by failing to tell consumers that it sold their driving
24 behavior data, and, in fact, affirmatively denying in its California-specific privacy policies that it
25 did. GM also violated the UCL, which prohibits unlawful and unfair business practices, by selling
26 the driving data of Californians in a way that risked the unlawful use of that data to set auto
27 insurance premiums in this State. Had insurers ultimately used OnStar and Smart Driver data for
28 that purpose, GM would have facilitated a clear violation of California insurance law.

1 21. Second, GM violated the notice and opt-out requirements in the CCPA. Since its
2 inception, the CCPA has given California consumers the right to know of and opt out of sales of
3 their personal information. GM offered consumers a mechanism to opt out of such sales,
4 including on its website, but it had no effect on data going to Lexis or Verisk. GM thus sold data
5 in violation of the CCPA rights of hundreds of thousands of Californians by neither disclosing
6 those sales, nor allowing consumers to opt out.

7 22. Third, GM’s sales violated the 2023 amendments to the CCPA. Among other things,
8 those amendments give consumers the right to limit the use and disclosure of sensitive personal
9 information, which includes precise geolocation data, to certain specified uses. GM did not allow
10 consumers to limit the disclosure of their location data to Lexis, and selling to data brokers is not
11 an exempted use specified in the statute or regulations. (See Civ. Code, § 1798.121, subd. (a);
12 Code Regs., tit. 11, § 7027(a), (m).) Again, hundreds of thousands were affected.

13 23. Fourth, GM’s sale of driving data violated the 2023 amendments to the CCPA setting
14 forth the purpose limitation principle. Under that requirement, businesses are limited to using
15 personal information either for “the purposes for which the [data] was collected” or “for another
16 disclosed purpose that is compatible with the context in which [data] was collected.” (Civ. Code,
17 § 1798.100, subd. (c); Code Regs., tit. 11, § 7002 (b), (c).) Here, consumers’ primary purpose for
18 letting GM collect their driving and location data was to obtain OnStar and Smart Driver services.
19 It was not to set auto insurance rates. And as to any other “disclosed, compatible” purpose, GM
20 cannot avail itself of that prong because GM never disclosed that it sold data for insurance-related
21 purposes. And in any event, even if GM had disclosed that purpose, its use of driving data to
22 “develop an *unrelated* [driving-rating] service” for insurers likely would not have been
23 compatible with the original context of GM collecting data to “provide a requested [connected
24 car] service” to consumers. (See Code Regs., tit. 11, § 7002(c)(3) [finding likely incompatibility
25 when data is collected to “provide a requested cloud storage service,” but then later used “to
26 research and develop an *unrelated* facial recognition service.” (emphasis added)].) And in any
27 event, an unlawful purpose likely can never satisfy the purpose limitation principle.
28

1 24. Lastly, GM violated the CCPA’s data minimization principle. Since 2023, the CCPA
2 limits a business’s use, retention, and sharing³ of personal information to that which is
3 “reasonably necessary and proportionate” to achieve a purpose that complies with the purpose
4 limitation principle described above. (Civ. Code, § 1798.100, subd. (c).) If the purpose limitation
5 principle regulates why data is used or shared, the data minimization principle asks whether some
6 or all of the data is necessary in the first instance, or still needed if retained, to accomplish those
7 purposes. Here, GM violated the data minimization principle by retaining driving and location
8 data longer than necessary to operate OnStar and Smart Driver. GM also violated this principle by
9 unnecessarily sharing *Californians*’ driving and geolocation data when, as a practical matter, this
10 data was never going to be usable by insurers for the ostensible purpose of setting premiums.

11 25. Ultimately, GM’s errors here may stem from the decision to later monetize data
12 without fully considering consumers’ privacy rights. Under the CCPA’s notice, opt-out, purpose
13 limitation, and data minimization requirements, businesses risk large penalties and an injunction
14 when they collect data to provide specific services to consumers, retain that data longer than
15 necessary for those services, and then later sell it to third parties. The CCPA vests *consumers*
16 with the right to *understand and control* how their data will be used when originally collected. It
17 does not grant businesses carte blanche to later monetize their current or former customers’
18 personal information through opaque backroom deals.

19 26. GM and others similarly situated are not exempt from certain requirements in
20 California’s consumer protection laws as a furnisher of consumer information under the Fair
21 Credit Reporting Act (FCRA). This is so even when furnishers and consumers reporting agencies
22 must comply with FCRA’s requirements. FCRA regulates certain aspects of furnishing
23 information to consumer reporting agencies and many more aspects of such agencies providing

24 ³ Section 1798.100, subdivision (c), does not use the term “share” as it is defined in section
25 1798.140, subd. (ah). The CCPA similarly uses share in the same ordinary meaning multiple
26 times. (See e.g., *id.* § 1798.140, subd. (ah)(1)[“‘Share,’ ‘shared,’ or ‘sharing’ means *sharing*,
27 renting, releasing, disclosing, disseminating...”]; & (2)(B) [“The business uses or *shares* an
28 identifier for a consumer who has opted out of the sharing...”]; see also § 1798.140, subd.
(ad)(2)(B) [“The business uses or *shares* an identifier for a consumer who has opted out of the
sale...”]; § 1798.145, subd. (g)(1)[“Section 1798.120 shall not apply to vehicle information or
ownership information retained or *shared* between a new motor vehicle dealer...and the
vehicle’s manufacturer....”].)

1 consumer reports to insurers and other end users. Those aspects are regulated by federal law to
2 protect consumers.

3 27. State law, however, can and does provide additional protections to consumers with
4 respect to *other* aspects of “furnishing” information that are not addressed in FCRA. For
5 example, FCRA preempts state claims “only insofar as they arise out of a requirement or
6 prohibition with respect to the specific furnisher duties regulated by [FCRA], *i.e.*, the duties to
7 provide accurate information and to take action upon being notified of a dispute.” (*Brown v.*
8 *Mortensen* (2011) 51 Cal.4th 1052, 1070.) The CCPA itself contains an exemption for FCRA-
9 related activity, but that exemption too applies only where the “activity” in question is both
10 “subject to regulation” under FCRA and affirmatively “authorized” by it. (Civ. Code, § 1798.145,
11 subd. (d).) Here, by contrast, GM’s practice of selling driving data without giving Californians an
12 opportunity to opt out neither implicates the two duties of furnishers set forth in FCRA, nor were
13 such sales expressly “subject to regulation” and affirmatively “authorized” by FCRA. Lastly,
14 FCRA does not preempt state-law prohibitions (such as those set forth in the UCL or FAL) on
15 misleading consumers or selling data for an unlawful use, both of which GM violated here.

16 28. GM’s internal processes likely should have prevented all of GM’s violations of privacy
17 and consumer protection laws. Since at least 2019, GM’s internal privacy program and policies
18 purported to mandate informative privacy disclosures and purpose-limitation and data-
19 minimization requirements. For example, GM’s 2019 “Global Privacy Policy” required that GM
20 “inform individuals . . . how the personal information will be used [and] the types of third parties
21 that may receive [it].” The policy also stated that

22 [GM] must process personal information fairly and lawfully . . . and consistent with
23 the context of collection. For example, if a privacy statement notifies a consumer that
24 personal information is collected to support a specific service only, but is silent about
25 using that information for marketing purposes, then the information should not be
used for marketing purposes absent additional notice or consent as appropriate....

26 GM failed to comply with this directive when it collected data for specific OnStar services and
27 then sold it for insurance purposes. The 2019 Global Privacy Policy also mandated data
28 minimization by instructing GM not to retain data past when needed “to support legitimate

1 business purposes.” Yet GM appears to have kept all driving data since 2016, despite GM having
2 *no further use* for that data to provide OnStar services. Lastly, the 2019 Global Privacy Policy
3 mandated the performance of risk assessments to prevent precisely the sort of failures that
4 happened here, but GM could not produce one that analyzed the original decision to sell driving
5 data to Lexis and Verisk. Even with this formal privacy program, GM personnel still failed to
6 correct its misleading privacy notices, use of driving data for purposes that were not disclosed and
7 not related to OnStar, and unnecessary retention and sale of precise geolocation data.

8 **FIRST CAUSE OF ACTION AGAINST DEFENDANTS**
9 **FOR VIOLATION OF THE CCPA, CIVIL CODE § 1798.100 ET SEQ.**

10 29. The People reallege and incorporate by reference each of the paragraphs above as
11 though fully set forth herein.

12 30. Defendants have engaged in acts or practices that violated the CCPA within the
13 meaning of Civil Code § 1798.199.90. These acts or practices include, but are not limited to, the
14 following:

- 15 a. Selling consumers’ personal information to third parties without disclosing such sales
16 or offering consumers the ability to opt out of such sales. (*Id.*, § 1798.120, subds. (a),
17 (d), § 1798.135 subds. (a), (c)(4));
- 18 b. Using and disclosing consumers’ sensitive personal information without offering the
19 required notices or offering consumers the ability to limit such uses or disclosures (*Id.*,
20 § 1798.121, subd. (a); § 1798.135 subds. (a), (c)(4).); and/or,
- 21 c. Using, retaining, and/or sharing a consumer’s personal information in a manner that
22 was not reasonably necessary or proportionate to achieve the purposes for which the
23 personal information was collected or processed or for another disclosed purpose that is
24 compatible with the context in which the personal information was collected. (*Id.*,
25 § 1798.100, subd. (c).)
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1 **SECOND CAUSE OF ACTION AGAINST DEFENDANTS**
2 **FOR VIOLATIONS OF THE FAL, BUS. AND PROF. CODE, § 17500 ET SEQ.**

3 31. The People reallege and incorporate by reference each of the paragraphs above as
4 though fully set forth therein.

5 32. Defendants violated Business and Professions Code section 17500 et seq. by making or
6 disseminating, or causing to be made or disseminated, false or misleading statements with the
7 intent to induce members of the public to purchase GM products or OnStar services when
8 Defendants knew, or by the exercise of reasonable care should have known, that the statements
9 were false or misleading. The false or misleading statements include, but are not limited to,
10 Defendants statements regarding the uses, disclosures, and sales of consumers' personal
11 information, including their contact information, driving behavior data, and precise geolocation
12 data as described above.

13 **THIRD CAUSE OF ACTION AGAINST DEFENDANTS**
14 **FOR VIOLATIONS OF THE UCL, BUS. AND PROF. CODE, § 17200 ET SEQ.**

15 33. The People reallege and incorporate by reference each of the paragraphs above as
16 though fully set forth therein.

17 34. Defendants have engaged in unlawful, unfair, or fraudulent acts or practices, which
18 constitute unfair competition as defined in Business and Professions Code § 17200. These acts
19 include but are not limited to violations of the following:

- 20 a. Business and Professions Code § 17500.
- 21 b. Civil Code § 1798.100, subds. (c) and (d);
- 22 c. Civil Code § 1798.120, subds. (a) and (d);
- 23 d. Civil Code § 1798.121, subds. (a);
- 24 e. Civil Code §1798.135, subds. (a) and (c)(4); and,
- 25 f. California Code of Regulations, title 11, §§ 7002, 7025, 7026, 7051, and 7053.

26 35. Defendants also engaged in unlawful and unfair acts when they sold data to facilitate
27 insurers' potential setting of rates using driving data, which is expressly prohibited by California
28 insurance law.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment as follows:

3 1. That the Court enter such orders as may be necessary to prevent Defendants, their
4 successors, agents, representatives, employees, and all persons who act in concert with them,
5 from engaging in any act or practice that violates the CCPA, including those alleged in this
6 Complaint, under the authority of Civil Code § 1798.199.90;

7 2. That the Court makes such orders as may be necessary to prevent Defendants, their
8 successors, agents, representatives, employees, and all persons who act in concert with them,
9 from engaging in any practice that constitutes unfair competition or false advertising, under the
10 authority of Business and Professions Code §§ 17203 and 17535, respectively

11 3. That the Court assess a civil penalty of \$2,663 against each Defendant for each
12 violation of CCPA, and \$7,988 for each intentional violation of the CCPA, as further adjusted
13 pursuant to § 1798.199.95, subd. (d), under the authority of Civil Code § 1798.199.90.

14 4. That the Court assesses a civil penalty of \$2,500 for each violation of the UCL in an
15 amount according to proof, under the authority of Business and Professions Code § 17206.

16 5. That the Court assesses a civil penalty of \$2,500 against each Defendant for each
17 violation of Business and Professions Code § 17500 in an amount according to proof, under the
18 authority of Business and Professions Code § 17536;

19 6. Pursuant to Government Code, § 12527.6, the Court awards the remedy of
20 disgorgement.

21 7. That the People recover their costs of suit;

22 8. That the People receive all other relief to which they are legally entitled; and

23 9. For such other and further relief that the Court deems just and proper.
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Dated: May 8, 2026

Respectfully submitted,

ROB BONTA
Attorney General of California



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Deputy Attorney General
*Attorneys, along with the additional counsel,
for The People of the State of California*