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[EXEMPT FROM FILING FEES  
GOVERNMENT CODE § 6103]

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF NAPA  
UNLIMITED JURISDICTION

**THE PEOPLE OF THE STATE OF  
CALIFORNIA,**  
  
Plaintiff,  
  
v.  
  
**GENERAL MOTORS LLC and  
ONSTAR, LLC,**  
  
Defendants.

Case No. **26CV001011**  
  
**[PROPOSED] FINAL JUDGMENT AND  
PERMANENT INJUNCTION**

**RECEIVED**  
**MAY 08 2026**

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1 Plaintiff, the People of the State of California (the “PEOPLE”), appearing through  
2 California Attorney General Rob Bonta, the District Attorney of San Francisco, Brooke Jenkins, the  
3 District Attorney of Los Angeles County, Nathan J. Hochman, the District Attorney of Napa  
4 County, Allison Haley, and the District Attorney of Sonoma County, Carla Rodriguez; and  
5 Defendant General Motors LLC and OnStar, LLC (collectively “GM”) appearing through its  
6 attorney, King & Spalding LLP, by Samuel Cortina, having stipulated to the entry by the Court of  
7 this Final Judgment and Permanent Injunction (“Judgment”) without the taking of proof and without  
8 trial or adjudication of any fact or law, without this Judgment constituting evidence of or an  
9 admission by GM regarding any issue or law or fact alleged in the Complaint on file, and without  
10 GM admitting any liability, and with all parties having waived their right to appeal, and the Court  
11 having considered the matter and good cause appearing:

12 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

13 **I. PARTIES AND JURISDICTION**

14 1. This Court has jurisdiction over the allegations and subject matter of the PEOPLE’s  
15 Complaint filed in this action, and the parties to this action; venue is proper in this County; and this  
16 Court has jurisdiction to enter this Judgment. This Judgment is entered pursuant to and subject to  
17 California Consumer Privacy Act of 2018, Civil Code section 1798.100 et seq. (“CCPA”) and the  
18 California Unfair Competition Law, Business and Professions Code section 17200 et seq. (“UCL”) and  
19 False Advertising Law, Business and Professions Code section 17500 et seq. (“FAL”). The  
20 injunctive provisions set forth herein are imposed pursuant to Civil Code section 1798.199.90 and  
21 Business and Professions Code section 17203.

22 **II. DEFINITIONS**

23 The following terms in this Judgment shall have these meanings:

- 24 1. “AFFILIATE” means a U.S. entity that is controlled, directly or indirectly, by  
25 General Motors Holdings LLC.
- 26 2. “CALIFORNIA ONSTAR CUSTOMER” means a natural person who has an OnStar  
27 account with a VEHICLE garage address in California.
- 28

1           3.       “CONSENT” has the same meaning as provided in Civil Code 1798.140, subdivision  
2 (h) as of the EFFECTIVE DATE.

3           4.       “CONSUMER REPORTING AGENCY” has the same meaning as used in the Fair  
4 Credit Reporting Act, section 1681a(f) of title 15 of the U.S. Code as of the EFFECTIVE DATE.

5           5.       “COVERED DRIVING DATA” means information collected by GM, that originates  
6 from a VEHICLE or GM BRANDED MOBILE APP, or data (including data generated  
7 algorithmically) derived from such information, and (i) is PRECISE GEOLOCATION data or (ii) is  
8 one of the following events linked or is reasonably linkable to a CALIFORNIA ONSTAR  
9 CUSTOMER: hard braking, hard acceleration, crossing of a designated high-speed threshold, seat  
10 belt usage, late-night driving, and trip time and duration of such events. COVERED DRIVING  
11 DATA excludes data (i) related to build, trim, make, model, and year of the VEHICLE or (ii) that is  
12 DEIDENTIFIED post-collection.

13           6.       “COVERED ONSTAR DATA” means first and last name, mailing address, phone  
14 number, email address, or VIN of CALIFORNIA ONSTAR CUSTOMERS that is disclosed to  
15 THIRD PARTIES with COVERED DRIVING DATA.

16           7.       “DEIDENTIFIED” has the same meaning as provided in Civil Code section  
17 1798.140, subdivision (m) as of the EFFECTIVE DATE.

18           8.       “EFFECTIVE DATE” is the date that GM is served with notice that the Judgment  
19 has been entered.

20           9.       “GM BRANDED MOBILE APP” means a GM-branded mobile application, to the  
21 extent COVERED DRIVING DATA is obtained from such GM-branded mobile application.

22           10.      “GLOBAL PRIVACY POLICY” means GM’s overarching policy to establish the  
23 fundamental privacy roles, responsibilities, and policies necessary to implement GM’s privacy  
24 principles.

25           11.      “ONSTAR SERVICES” means the connected vehicle services branded as OnStar, or  
26 any other successor service that GM implements after the EFFECTIVE DATE that has the same or  
27 substantially the same functionality with regard to the collection of COVERED DRIVING DATA.  
28

1           12.     “PRECISE GEOLOCATION” has the same meaning as provided in Civil Code  
2 section 1798.140, subdivision (w) as of the EFFECTIVE DATE.

3           13.     “SALE(S),” “SELL,” and “SELLING” have the same meaning as provided in Civil  
4 Code section 1798.140, subdivision (ad) as of the EFFECTIVE DATE.

5           14.     “SENSITIVE PERSONAL INFORMATION” has the same meaning as provide in  
6 Civil Code section 1798.140, subdivision (ae) as of the EFFECTIVE DATE.

7           15.     “THIRD PARTY” has the same meaning as provided in Civil Code section  
8 1798.140(ai) as of the EFFECTIVE DATE.

9           16.     “VEHICLE” means a U.S. retail and GM-branded motor vehicle, including  
10 Chevrolet, GMC, Cadillac, and Buick brands, that is owned by, sold or leased to, or used by an  
11 individual CALIFORNIA ONSTAR CUSTOMER for their own personal use. VEHICLE includes  
12 the components and embedded systems that were present when originally sold by GM, excluding  
13 consumer-installed components. VEHICLE does not include: motor vehicles that are owned by  
14 GM, AFFILIATES or GM-branded dealers; motor vehicles that are sold or leased to, or used by,  
15 fleet or daily rental companies, suppliers, business organizations, or government entities; or  
16 scrapped or stolen vehicles.

17           17.     “VIN” means a Vehicle Identification Number.

18 **III.    INJUNCTIVE PROVISIONS**

19           18.     Nothing in this Judgment alters the requirements of state or federal law to the extent  
20 they offer greater protection to CALIFORNIA ONSTAR CUSTOMERS.

21           19.     The injunctive provisions of this Judgment, Sections IV V and VI, shall apply to: (a)  
22 GM and (b) its successors of all or substantially all of the assets of their businesses. The injunctive  
23 provisions of this Judgment, Sections IV, V and VI shall apply to GM’s officers, agents, and  
24 employees, who receive actual notice of this Order. GM shall deliver a copy of this Judgment to all  
25 entities identified in this Paragraph. GM shall make reasonable efforts to deliver a copy of this  
26 Judgment to its directors, officers, employees having managerial responsibilities for conduct related  
27 to the subject matter of the Judgment, and all agents and representatives who participate in conduct  
28

1 related to the subject matter of the Judgment. Delivery must occur within 10 days after the  
2 EFFECTIVE DATE of this Judgment for current personnel.

3 **IV. COMPLIANCE WITH LAW**

4 20. GM shall comply with Civil Code sections 1798.100-1798.115, 1798.120, 1798.121  
5 as applicable, and 1798.130-135; and Code of Regulations, title 11, sections 7002, 7003, 7012-15,  
6 7026, 7027, and 7053 for COVERED DRIVING DATA, and for GM's obligations regarding  
7 disclosure of COVERED ONSTAR DATA to THIRD PARTIES.

8 21. GM shall not misrepresent, in any manner, expressly or by implication, either (i) the  
9 extent to which it collects, uses, discloses, or deletes COVERED DRIVING DATA or discloses  
10 COVERED ONSTAR DATA to THIRD PARTIES; (ii) the purposes for which it collects or uses  
11 COVERED DRIVING DATA, or discloses COVERED ONSTAR DATA to THIRD PARTIES; or  
12 (iii) the extent to which a CALIFORNIA ONSTAR CUSTOMER may exercise control over the  
13 collection of, maintenance of, use of, or deletion of COVERED DRIVING DATA, or the disclosure  
14 of or provision of access to COVERED ONSTAR DATA to THIRD PARTIES, and the steps a  
15 CALIFORNIA ONSTAR CUSTOMER shall take to implement such control.

16 **V. AFFIRMATIVE OBLIGATIONS REGARDING COVERED ONSTAR DATA AND**  
17 **COVERED DRIVING DATA**

18 22. Except where otherwise stated, within 90 days of the EFFECTIVE DATE, and for a  
19 period of five (5) years thereafter, GM shall implement and maintain the injunctive provisions of  
20 Section V of this Judgment.

21 23. GM shall provide CALIFORNIA ONSTAR CUSTOMERS with clear and  
22 conspicuous privacy notices as part of the enrollment process for OnStar or OnStar features  
23 regarding GM's collection and, use of any COVERED DRIVING DATA, and disclosure of any  
24 COVERED ONSTAR DATA to THIRD PARTIES. Such privacy notices shall be easy to read and  
25 understandable to consumers, such as by using plain, straightforward language and avoiding  
26 technical or legal jargon, and otherwise be truthful, accurate, and not misleading.

27 24. GM shall ensure that any dealer-facing documents or programs that GM provides to  
28 its dealerships, including training materials and incentive programs, instruct dealership personnel

1 that prior to enrolling CALIFORNIA ONSTAR CUSTOMERS in OnStar, such CALIFORNIA  
2 ONSTAR CUSTOMERS shall be given the opportunity to personally review and CONSENT,  
3 where required, to applicable privacy notices.

4 25. GM shall obtain CONSENT prior to collecting, using, or disclosing to a THIRD  
5 PARTY COVERED DRIVING DATA. Each separate, unrelated service or feature that collects,  
6 uses, or discloses COVERED DRIVING DATA requires such CONSENT. Provided, however,  
7 CONSENT is not required when GM collects, uses, or discloses COVERED DRIVING DATA for  
8 the following purposes:

- 9 a. To disclose COVERED DRIVING DATA to emergency responders;
- 10 b. To respond to a consumer-initiated communication originating from within the  
11 VEHICLE or GM BRANDED MOBILE APP, where COVERED DRIVING DATA  
12 may be collected, used, or disclosed only to provide that response;
- 13 c. To respond to a VEHICLE-initiated communication related to the safe operation of that  
14 VEHICLE, where COVERED DRIVING DATA may be collected, used, or disclosed  
15 only to provide that response;
- 16 d. To comply with lawful governmental requests, regulatory requirements, and legal  
17 orders; or for use to prepare for or defend against product liability, breach of contract,  
18 consumer protection, or warranty claims;
- 19 e. To conduct research or efforts to improve, repair, enhance safety of, or develop  
20 products, services, or technology, provided, however, that (1) only DEIDENTIFIED  
21 COVERED DRIVING DATA is disclosed to THIRD PARTIES to fulfill this purpose;  
22 and (2) marketing is excluded from this purpose;
- 23 f. To conduct investigations of potential product quality or safety issues; to determine or  
24 effectuate VEHICLE field actions, including customer satisfaction campaigns, technical  
25 service bulletins, compliance recalls, and safety recalls; to detect or respond to  
26 cybersecurity incidents; or to administer and fulfill VEHICLE warranties; and
- 27 g. To perform diagnostics and prognostics of components of the VEHICLE; or to identify  
28 and address issues that impair existing functionality, provided, however, that only

1 DEIDENTIFIED data is disclosed to THIRD PARTIES to fulfill this purpose unless  
2 identification is necessary to address diagnostic or prognostic issues relating to specific  
3 VEHICLES.

4 For avoidance of doubt, GM may collect data for AFFILIATES' use consistent with this Paragraph.

5 26. GM shall, within 180 days of the EFFECTIVE DATE, delete or destroy all prior-  
6 retained COVERED DRIVING DATA, except when such data is retained for and necessary to  
7 fulfill the following purposes: (a) litigation holds; (b) to comply with lawful governmental requests,  
8 regulatory requirements, and legal orders, or for use to prepare for or defend against product  
9 liability, breach of contract, consumer protection, or warranty claims; (c) to perform diagnostics and  
10 prognostics of components of the VEHICLE; (d) to conduct research or efforts to improve, repair,  
11 enhance safety of, or develop products, services, or technology, provided, however, that (1) only  
12 DEIDENTIFIED COVERED DRIVING DATA is disclosed to THIRD PARTIES to fulfill this  
13 purpose; and (2) marketing is excluded from this purpose; and (e) to conduct investigations of  
14 potential product quality or safety issues; to determine or effectuate VEHICLE field actions,  
15 including customer satisfaction campaigns, technical service bulletins, compliance recalls, and  
16 safety recalls; to detect or respond to cybersecurity incidents; or to administer and fulfill VEHICLE  
17 warranties. Provided, further, however, GM shall have, within 90 days of the EFFECTIVE DATE,  
18 the option to request CONSENT from CALIFORNIA ONSTAR CUSTOMERS whose COVERED  
19 DRIVING DATA was collected and retained prior to the entry of this Judgment. Respondents will  
20 delete such prior-retained COVERED DRIVING DATA where (1) a CALIFORNIA ONSTAR  
21 CUSTOMER does not provide or has not already provided in or after July 2024 their CONSENT;  
22 (2) the CALIFORNIA ONSTAR CUSTOMER does not respond to the request within 30 days after  
23 the request is made; or (3) the data has not been DEIDENTIFIED; and within 180 days of the  
24 EFFECTIVE DATE, provide a written statement to the Attorney General confirming that all such  
25 information has been deleted or destroyed.

26 27. GM shall not SELL or disclose data to any THIRD PARTY with whom GM  
27 previously SOLD COVERED DRIVING DATA until that THIRD PARTY confirms receipt of  
28 instructions requesting it to delete all COVERED DRIVING DATA previously obtained from GM,

1 except where such instructions have not been sent because the data is retained for and necessary to  
2 fulfill the purposes set out in Paragraph 26 subparts (a) through (e).

3 28. GM shall allow CALIFORNIA ONSTAR CUSTOMERS to disable the collection of  
4 PRECISE GEOLOCATION that is COVERED DRIVING DATA from their VEHICLES to the  
5 extent the VEHICLE is equipped with the necessary technology, which may be accomplished by  
6 providing a mechanism (such as a toggle on the VEHICLE) in the VEHICLE for CALIFORNIA  
7 ONSTAR CUSTOMERS to disable the collection of PRECISE GEOLOCATION that is  
8 COVERED DRIVING DATA, provided, however, that even if the collection of PRECISE  
9 GEOLOCATION that is COVERED DRIVING DATA is disabled on the VEHICLE, GM may:

- 10 a. Respond to a consumer-initiated communication originating from within the  
11 VEHICLE, or GM BRANDED MOBILE APP, where PRECISE GEOLOCATION that  
12 is COVERED DRIVING DATA may be collected, used, or disclosed only to provide  
13 that response;
- 14 b. Respond to a VEHICLE-initiated communication related to either the safe operation of  
15 that VEHICLE or a theft-related alert, where PRECISE GEOLOCATION that is  
16 COVERED DRIVING DATA may be collected, used, or disclosed only to provide that  
17 response; and
- 18 c. Comply with lawful governmental requests, regulatory requirements, and legal orders,  
19 where PRECISE GEOLOCATION that is COVERED DRIVING DATA may be  
20 collected, used, or disclosed as necessary for legal compliance.

21 29. GM shall allow CALIFORNIA ONSTAR CUSTOMERS to disable the GM's  
22 remote collection of all data from their VEHICLES if CALIFORNIA ONSTAR CUSTOMERS  
23 decline to enroll in or unenroll from OnStar, provided, however, that even if the CALIFORNIA  
24 ONSTAR CUSTOMER declines to enroll in or unenrolls from OnStar, GM may:

- 25 a. Respond to a consumer-initiated communication originating from within the  
26 VEHICLE, where data may be collected, used, or disclosed only to provide that  
27 response;
- 28

- 1 b. Respond to a VEHICLE-initiated communication related to the safe operation of that  
2 VEHICLE, where data may be collected, used, or disclosed only to provide that  
3 response; and
- 4 c. Collect, use, or disclose data to identify and address issues that impair safety or to  
5 provide over-the-air updates, and for no other purposes, provided, however, that prior to  
6 any collection, use, or disclosure of data for this purpose, GM shall provide notice to  
7 consumers regarding this collection, use, or disclosure, and provided, further, however,  
8 if COVERED DRIVING DATA is disclosed for this purpose, GM can only disclose  
9 DEIDENTIFIED COVERED DRIVING DATA to THIRD PARTIES unless  
10 identification is necessary to address a safety issue for or provide over-the-air updates  
11 to a specific VEHICLE.

12 30. GM shall not SELL or disclose COVERED DRIVING DATA to a CONSUMER  
13 REPORTING AGENCY for a period of five (5) years, absent CONSENT.

14 **VI. CCPA COMPLIANCE PROGRAM**

15 31. Within 180 days of the EFFECTIVE DATE, and for a period of five (5) years  
16 thereafter, GM shall implement and maintain a privacy program addressing the requirements of  
17 Section VI in this Judgment. For purposes of this Section VI, GM's assessments and reporting may  
18 be limited to activities requiring CONSENT under Paragraph 25.

19 32. GM shall conduct a privacy-focused assessment in which it evaluates and documents  
20 its use unrelated to ONSTAR SERVICES of PRECISE GEOLOCATION that is COVERED  
21 DRIVING DATA, its disclosure of COVERED DRIVING DATA to THIRD PARTIES, and its  
22 disclosure of COVERED ONSTAR DATA to THIRD PARTIES, to assess the following:

- 23 a. Whether GM's use unrelated to ONSTAR SERVICES of PRECISE GEOLOCATION  
24 that is COVERED DRIVING DATA, its disclosure of COVERED DRIVING DATA to  
25 THIRD PARTIES, or its disclosure of COVERED ONSTAR DATA to THIRD  
26 PARTIES, comply with Civil Code, section 1798.100, subdivision (c), as of the  
27 EFFECTIVE DATE; California Code of Regulations, title 11, section 7002, as of the  
28

1 EFFECTIVE DATE; the terms of this Judgment; and GM's GLOBAL PRIVACY  
2 POLICY.

- 3 b. Whether GM shall offer CALIFORNIA ONSTAR CUSTOMERS' CCPA rights  
4 regarding SALE or SHARING, and limitation of use and disclosure of SENSITIVE  
5 PERSONAL INFORMATION, in connection with any use unrelated to ONSTAR  
6 SERVICES of PRECISE GEOLOCATION that is COVERED DRIVING DATA, its  
7 disclosure of COVERED DRIVING DATA to THIRD PARTIES, or disclosure of  
8 COVERED ONSTAR DATA to THIRD PARTIES. To the extent GM's assessment  
9 concludes that such rights shall be offered, GM's assessment shall include an evaluation  
10 or testing of whether GM's opt-out or limitation mechanisms comply with the CCPA.
- 11 c. Whether GM's privacy notices to CALIFORNIA ONSTAR CUSTOMERS as part of  
12 the OnStar enrollment process comply with the California Code of Regulations, title 11,  
13 sections 7003 and 7012, as of the EFFECTIVE DATE; the terms of this Judgment; and  
14 GM's GLOBAL PRIVACY POLICY.

15 33. These assessments shall be kept for a period of five (5) years and be produced to the  
16 counsel for the PEOPLE upon request.

17 34. GM shall update any applicable privacy-focused assessment when there is a material  
18 change related to the use unrelated to ONSTAR SERVICES of PRECISE GEOLOCATION that is  
19 COVERED DRIVING DATA, disclosure of COVERED DRIVING DATA to THIRD PARTIES,  
20 or its disclosure of COVERED ONSTAR DATA to THIRD PARTIES, in compliance with the  
21 following:

- 22 a. The updated privacy-focused assessment shall be completed prior to the material  
23 change in disclosure; and
- 24 b. In extenuating circumstances, or upon discovery that a materially changed disclosure  
25 has already begun, the updated assessment shall be completed no later than 45 days  
26 after the material change or its discovery, as applicable.

27 35. On an annual basis for a period of four (4) years, as described more fully below, GM  
28 shall produce a report to the PEOPLE and California Privacy Protection Agency describing the

1 privacy-focused assessments it performed over the past year in accordance with Paragraph 32 of  
2 this Judgment. The reports shall be reviewed and approved by GM's Chief Privacy Officer. At a  
3 minimum, the report shall include the following information for activities requiring CONSENT  
4 under Paragraph 25:

- 5 a. A description of GM's use unrelated to ONSTAR SERVICES of PRECISE  
6 GEOLOCATION that is COVERED DRIVING DATA, its disclosure of COVERED  
7 DRIVING DATA to THIRD PARTIES, and its disclosure of COVERED ONSTAR  
8 DATA to THIRD PARTIES, and how those activities comply with Civil Code, section  
9 1798.100, subdivision (c), as of the EFFECTIVE DATE; California Code of  
10 Regulations, title 11, section 7002, as of the EFFECTIVE DATE; the terms of this  
11 Judgment; and GM's GLOBAL PRIVACY POLICY.
- 12 b. Whether GM offers CALIFORNIA ONSTAR CUSTOMERS' CCPA rights regarding  
13 SALE or SHARING, and limitation of use and disclosure of SENSITIVE PERSONAL  
14 INFORMATION, in connection with use unrelated to ONSTAR SERVICES of  
15 PRECISE GEOLOCATION that is COVERED DRIVING DATA, its disclosure of  
16 COVERED DRIVING DATA to THIRD PARTIES, or the disclosure of COVERED  
17 ONSTAR DATA to THIRD PARTIES, and if not, the factual basis for not doing so;
- 18 c. To the extent GM offers such rights, a description of the evaluation or testing of  
19 whether GM's opt-out or limitation mechanisms comply with the CCPA;
- 20 d. The COVERED DRIVING DATA and COVERED ONSTAR DATA that were  
21 assessed in the privacy-focused assessments;
- 22 e. A summary of any material changes of GM's use unrelated to ONSTAR SERVICES of  
23 PRECISE GEOLOCATION that is COVERED DRIVING DATA, disclosure of  
24 COVERED DRIVING DATA to THIRD PARTIES, or disclosure of COVERED  
25 ONSTAR DATA to THIRD PARTIES; and
- 26 f. A description of any privacy notices given to CALIFORNIA ONSTAR CUSTOMERS  
27 regarding use unrelated to ONSTAR SERVICES of PRECISE GEOLOCATION that is  
28 COVERED DRIVING DATA, disclosure of COVERED DRIVING DATA to THIRD

1 PARTIES, or disclosure of COVERED ONSTAR DATA to THIRD PARTIES required  
2 by this Judgment and how the notice complies or will comply with this Judgment, such  
3 as by quoting the specific sentence or sentences that specifically describes the  
4 disclosure of data to THIRD PARTIES and describing whether and how a consumer  
5 will see that sentence.

6 36. GM shall produce a total of four (4) such reports, the first of which shall be due 180  
7 days after the EFFECTIVE DATE, and the remaining reports on each of the next anniversaries of  
8 the EFFECTIVE DATE thereafter.

9 37. GM shall provide a copy of the report, or summary thereof, to the Offices of the  
10 General Counsel and Chief Executive Officer. Any summary must contain enough information or  
11 affirmative representations to allow the recipient to reasonably conclude that GM has implemented  
12 and maintained a privacy program addressing the requirements of Section VI in this Judgment.

13 38. GM shall develop, implement, and have for no fewer than four (4) years, a process to  
14 enforce its GLOBAL PRIVACY POLICY in connection with COVERED ONSTAR DATA.

15 39. To the extent permitted by the laws of the State of California, any documents  
16 provided to or communications with the PEOPLE by GM in connection with GM's compliance  
17 with this Judgment, shall be deemed confidential as part of the PEOPLE's investigative files and  
18 exempt from disclosure under the relevant public records laws, including but not limited to Cal.  
19 Gov. Code § 7920.000, et seq.

20 **VII. MONETARY PROVISIONS**

21 40. GM shall pay a total of \$12,750,000 in civil penalties pursuant to Civil Code,  
22 § 1798.199.90, subs. (a) & (b), and Business and Professions Code, § 17206. Payment shall be  
23 made by wire transfer to the "California Attorney General's Office" pursuant to instructions  
24 provided by the California Attorney General's Office, no later than thirty (30) days after the  
25 Effective Date.

26 41. The PEOPLE shall deposit or disburse the civil penalties as required by law.  
27 Pursuant to Government Code, section 26506, a portion of the civil penalties shall be disbursed to  
28 the District Attorney's Offices, as a result of the joint investigation, as specified in Schedule A.

1 Pursuant to Section 1798.199.190, subd. (b)(1)(A) and (B), a portion of the civil penalties shall be  
2 disbursed to the California Privacy Protection Agency, for reimbursement of costs in connection  
3 with a civil action that is the result of a joint investigation, as specified in Schedule A. All other  
4 funds shall be deposited into the required funds and subfunds, as specified in Schedule A.

5 42. Except as otherwise expressly provided herein, each party shall bear its own  
6 attorney's fees and costs.

7 **VIII. ADDITIONAL GENERAL PROVISIONS**

8 43. Upon entry of the Judgment and following full payment of the amount due as  
9 specified in the Judgment, the PEOPLE shall release and discharge GM and its AFFILIATES,  
10 subsidiaries, divisions, successors, directors, officers, employees, agents, assigns of all or  
11 substantially all of the assets of their businesses, and representatives from and against any and all  
12 privacy or consumer protection claims of any kind related to or arising out of COVERED ONSTAR  
13 DATA, COVERED DRIVING DATA, or any conduct alleged in the Complaint in this matter.

14 44. This Court retains jurisdiction of this matter for purposes of construction,  
15 modification, and enforcement of this Judgment.

16 45. Nothing in this Judgment shall be construed as relieving GM of the obligations to  
17 comply with all state and federal laws, regulations, or rules, or granting permission to engage in any  
18 acts or practices prohibited by such laws, regulations, or rules.

19 46. Notices and reports under this Judgment shall be served by email and regular mail as  
20 follows:

21 To the PEOPLE's counsel:  
22 Deputy Attorney General Mike Osgood  
23 c/o Supervising Deputy Attorney General  
24 Consumer Protection Section—Privacy Unit  
25 California Attorney General's Office  
26 455 Golden Gate Ave., Suite 11000  
27 San Francisco, California 94102-7004  
28 Email: mike.osgood@doj.ca.gov

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To the California Privacy Protection Agency

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Deputy Director of Enforcement  
California Privacy Protection Agency  
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To GM and GM's counsel:

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47. This Judgment shall take effect immediately upon entry thereof.

48. The clerk is directed to enter this Judgment forthwith.

Dated: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

**SCHEDULE A – PENALTY DISTRIBUTIONS**

<b>UCL Penalties (Bus. &amp; Prof. Code, § 17206)</b>	<b>Percent of Total</b>	<b>Amount</b>
Los Angeles County Treasurer	10%	\$1,275,000
Napa County Treasurer	10%	\$1,275,000
San Francisco County Treasurer	10%	\$1,275,000
Sonoma County Treasurer	10%	\$1,275,000
Unfair Competition Law Fund	10%	\$1,275,000
<b>CCPA Penalties (Civ. Code, § 1798.199.90)</b>		
Attorney General Consumer Privacy Enforcement Subfund	20%	\$2,550,000
Consumer Privacy Grant Subfund	5%	\$637,500
CalPrivacy Enforcement Subfund	20%	\$2,550,000
CalPrivacy Grant Subfund	5%	\$637,500