

**BEFORE THE UNITED STATES JUDICIAL PANEL
ON MULTIDISTRICT LITIGATION**

IN RE:

CHEVROLET BOLT BATTERY
LITIGATION

MDL No. _____

**MOTION FOR TRANSFER OF ACTIONS PURSUANT TO
28 U.S.C. § 1407 FOR CONSOLIDATED OR COORDINATED
PRETRIAL PROCEEDINGS**

Plaintiffs Andres Torres, Thomas Whittaker, Carol Whittaker, Mary Elizabeth McQuarrie, DeShawn Dickinson, Greg Field, Joseph Poletti, James Kotchmar, and Robert Allen (“Moving Plaintiffs”) in the matter *Torres v. General Motors LLC*, No. 1:20-cv-07109 (N.D. Ill.), respectfully move this Panel for an Order pursuant to 28 U.S.C. § 1407 and Rule 6.2 of the Rules of Procedure of the Judicial Panel on Multidistrict Litigation to transfer and consolidate or coordinate for pretrial proceedings the civil actions (“Actions”) listed in the Schedule of Actions filed concurrently herewith.

For the reasons set forth herein and in the accompanying Memorandum of Law in Support, Moving Plaintiffs respectfully request that the Panel issue an Order transferring the Actions listed in the Schedule of Actions, as well as all subsequently filed related actions (collectively, “Related Actions”), to the United States District Court for the Eastern District of Michigan for coordinated or consolidated pretrial proceedings. In the alternative, the Panel should send the cases to the United States District Court for the Northern District of Illinois.

DATED: January 22, 2021

Respectfully submitted,

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Andres Torres, Thomas Whittaker, Carol Whittaker, Mary Elizabeth McQuarrie, DeShawn Dickinson, Greg Field, Joseph Poletti, James Kotchmar, and Robert Allen (“Moving Plaintiffs”), who are all Plaintiffs in the action *Torres v. General Motors LLC*, No. 1:20-cv-07109 (“*Torres Action*”) pending in the Northern District of Illinois against Defendant General Motors LLC (“GM” or “Defendant”), respectfully submit this memorandum of law in support of their Motion for Transfer of Actions Pursuant to 28 U.S.C. § 1407 for Consolidated or Coordinated Pretrial Proceedings.

I. INTRODUCTION

Moving Plaintiffs’ understanding is that there are currently five class actions that have been filed against GM involving the same subject matter and similar legal theories of liability are pending in four different federal courts in three different states. Specifically, the *Torres Action* and all of the Other Actions detailed below allege claims against GM arising from its November 2020 recall of model year 2017-2019 Chevrolet Bolt EVs (the “Class Vehicles”) due to the risk of fire posed by the car batteries when charged at or near full capacity (the “Battery Defect”). The *Torres Action* and Other Actions are as follows:

(a) The *Torres Action*, pending in the Northern District of Illinois, filed December 1, 2020;

(b) *Zahariudakis v. General Motors LLC*, No. 4:20-cv-08106, pending in the Northern District of California, filed Nov. 17, 2020 (“*Zahariudakis Action*”);

(c) *Pankow v. General Motors LLC*, No. 5:20-cv-02479, pending in the Central District of California, filed Nov. 29, 2020 (“*Pankow Action*”);

(d) *Altobelli v. General Motors LLC*, No. 2:20-cv-13256, pending in the Eastern District of Michigan, filed Dec. 11, 2020 (“*Altobelli Action*”); and

(e) *Rankin v. General Motors LLC*, No. 2:20-cv-13279, pending in the Eastern District of Michigan, filed Dec. 11, 2020 (“*Rankin Action*”).

All of these cases are putative class actions (collectively the “Actions”). To date, all Actions are virtually in the same procedural posture, whereby each presiding court has granted a Stipulation to extend time for Defendant to respond to the respective complaints on the following dates: *Pankow* action, response due February 3, 2021; *Torres* action, response due February 22, 2021; *Altobelli* action, response due March 1, 2021; *Rankin* action, response due March 4, 2021; and *Zahariudakis* action, response due March 5, 2021. Plaintiffs in the *Torres Action* (who are also the Moving Plaintiffs) have since filed an Amended Complaint on January 22, 2021, which added additional plaintiffs and additional claims under various state laws. *See Torres*, ECF No. 18. Moving Plaintiffs have reason to believe that at least one additional similar class action will be filed in yet another federal court.

As discussed herein, Moving Plaintiffs respectfully request that the Panel transfer and consolidate the *Torres Action* and the Other Actions to a single district for consolidated and/or coordinated pre-trial proceedings, and that such proceedings and any and all additional related actions that may be brought to the attention of the Panel against Defendant be assigned to the same court. Moving Plaintiffs further request that the Panel transfer and consolidate all Actions in the Eastern District of Michigan (the location of GM’s headquarters and where the *Altobelli Action* and *Rankin Action* are currently pending) and that the federal judge presiding over both the *Altobelli* and *Rankin Actions*, the Honorable Terrence G. Berg, be designated as the presiding Multi-District Litigation (“MDL”) judge. In the alternative, Moving Plaintiffs request that the Panel transfer and consolidate all Actions in the Northern District of Illinois before Judge Edmond E. Chang, the federal judge presiding over the *Torres Action*.

II. NATURE OF THE ACTIONS

The Actions allege that 2017-2019 Chevrolet Bolt EVs suffer from the Battery Defect that poses a fire risk and has resulted in an interim remedy by GM that has caused Bolt owners or lessees to suffer from severe loss of potential battery mileage in their high voltage batteries.

Specifically, on November 13, 2020, GM informed all of its authorized retailers of its intent to recall 68,667 Chevrolet Bolt EVs—over 50,000 of which are in the United States—equipped with design-level N2.1 batteries produced at LG Chem’s South Korea plant due to the battery pack posing a risk of fire when charged to full or near-full capacity. GM’s purported interim remedy to reduce the risk of fire is a software update that limits the maximum battery charge to approximately 90% battery capacity (or less), thereby reducing the mileage that these vehicles—advertised to have a range of 238 miles on a full charge—can otherwise travel on a full charge.

In order to implement this “remedy,” GM has instructed Bolt owners and lessees to schedule a service appointment with their local Chevrolet dealership to apply a software update to change the vehicle charge settings or, until such service appointment takes place, GM has instructed Bolt owners and lessees to make user modifications to the Bolt battery settings in order to limit the battery charge to 90%. Yet, prior to revealing the Battery Defect to Bolt owners and lessees in November 2020, GM had for years been encouraging consumers to charge their batteries to 100% as a regular practice, a practice that led Bolt owners and lessees to face an increased fire risk.

Despite being aware of serious battery problems with the Class Vehicles, GM actively concealed the Battery Defect from consumers and continued to make false representations regarding the Class Vehicle’s battery range. GM withheld the fact that the existence of the Battery Defect would diminish car owners’ usage of the Class Vehicles and would also depreciate their vehicle’s intrinsic and resale value. Instead, GM delayed issuance of a recall until after it knew of

battery problems and after several battery-related fires occurred in the Class Vehicles. GM chose to delay the recall in order to avoid the financial ramifications of having to acknowledge that the Class Vehicles' batteries were inherently defective and incapable of safely providing customers with GM's advertised 238-mile driving range.

III. ARGUMENT

Taking into account the *Torres* Action and the Other Actions, five class actions against GM related to this battery issue are pending in several federal district courts, with at least one more class action anticipated to be filed. Section 1407 authorizes the transfer of two or more civil actions, pending in different districts, for coordinated or consolidated pretrial proceedings, when (1) the "actions involv[e] one or more common questions of fact;" (2) transfer "will be for the convenience of parties and witnesses;" and (3) transfer "will promote the just and efficient conduct of such actions." 28 U.S.C. § 1407. "The multidistrict litigation statute, 28 U.S.C. § 1407, was enacted as a means of conserving judicial resources in situations where multiple cases involving common questions of fact were filed in different districts." *Royster v. Food Lion (In re Food Lion)*, 73 F.3d 528, 531-32 (4th Cir. 1996). Two critical goals of Section 1407 are to promote efficiency and consistency. *Illinois Mun. Ret. Fund v. Citigroup, Inc.*, 391 F.3d 844, 852 (7th Cir. 2004). The statute "was [also] meant to 'assure uniform and expeditious treatment in the pretrial procedures in multidistrict litigation[.]'" and "[w]ithout it, 'conflicting pretrial discovery demands for documents and witnesses' might 'disrupt the functions of the Federal courts.'" *In re Phenylpropanolamine Prod. Liab. Litig.*, 460 F.3d 1217, 1230 (9th Cir. 2006) (quoting H.R. Rep. No. 1130, 90th Cong., 2d Sess. 1 (1968), *reprinted in* 1968 U.S.C.C.A.N. 1898, 1899). The alternative to appropriate transfer is "'multiplied delay, confusion, conflict, inordinate expense and inefficiency.'" *Id.* (quoting *In re Plumbing Fixture Cases*, 298 F. Supp. 484, 495 (J.P.M.L. 1968)). Here, these factors weigh strongly in favor of transferring the Actions to the Eastern District of

Michigan for coordinated or consolidated pretrial proceedings, where GM is headquartered and where two Actions are currently pending, or in the alternative, the Northern District of Illinois, where the *Torres* Action is located.

A. The Related Cases Should Be Transferred to a Single Forum

These actions assert overlapping claims, based on multiple common factual allegations, and will involve common legal theories and themes. Consolidated pretrial treatment under Section 1407 will assist the parties and the courts in avoiding duplicative and conflicting rulings on the common issues in dispute. Granting this motion will also serve the convenience of the parties and witnesses and promote the just and efficient resolution of the litigation.

1. These Cases Involve Common Questions of Fact

The threshold requirement for centralization pursuant to Section 1407 is the presence of common questions of fact. *See* 28 U.S.C. § 1407. Although common questions must predominate, the statute does not require a “complete identity or even [a] majority” of common questions of fact to justify transfer. *In re Zyprexa Prods. Liab. Litig.*, 314 F. Supp. 2d 1380, 1381 (J.P.M.L. 2004).

Here, the common core of operative factual allegations—principally, whether the Class Vehicles are defective and were deceptively marketed to consumers—predominate over individual questions of fact in each Action. The five Actions here all arise from the same alleged Battery Defect, all Actions seek to certify classes made up of the same model years of Class Vehicles, and any potential defenses will likely depend on the same evidence. To the extent that differences among the cases exist, the transferee judge has broad discretion to employ any number of pretrial techniques to address those differences and efficiently manage the various aspects of the litigation. *See, e.g., In re Lehman Bros. Holdings, Inc.*, 598 F. Supp. 2d 1362, 1364 (J.P.M.L. 2009). Centralization in one district, with coordinated discovery, is thus appropriate because it will

minimize duplication of effort and burden on all parties. *See In re “Factor VIII or IX Concentrate Blood Prods.” Prod. Liab. Litig.*, 853 F. Supp. 454, 455 (J.P.M.L. 1993).

The Panel has repeatedly found that class actions alleging automobile defects and deceptive sales practices satisfy the standards for 28 U.S.C. § 1407 coordination and centralization. *See, e.g., In re GMC Air Conditioning Mktg. & Sales Practices Litig.*, 289 F. Supp. 3d 1340, 1341 (J.P.M.L. 2018) (concluding that centralization in the Eastern District of Michigan was appropriate where four actions pending in four districts “involve common factual issues arising from three similar putative nationwide class actions and one putative California statewide class action that concern the design, manufacture and performance of the air conditioners in several models of GM vehicles”); *In re Am. Honda Motor Co., Inc. CR-V Vibration Mktg. & Sales Practices Litig.*, 140 F. Supp. 3d 1336, 1337 (J.P.M.L. 2015) (coordinating six actions pending in five districts that arose out of common “allegations that the 2015 Honda CR-V has a defect or defects that cause the vehicle to vibrate excessively”); *In re Ford Fusion & C-Max Fuel Econ. Litig.*, 949 F. Supp. 2d 1368, 1369 (J.P.M.L. 2013) (centralizing seven actions pending in four districts, reasoning that “[t]hese putative nationwide or statewide class actions share factual questions arising from Ford’s alleged false or misleading advertising regarding the mileage estimates for its Fusion Hybrid and C-Max Hybrid vehicles”).

Moreover, centralization will minimize the risk of inconsistent rulings. All pending actions rely upon similar legal theories of recovery, seek class certification under Federal Rule of Civil Procedure 23, and share related underlying legal theories of liability concerning GM’s conduct in marketing the Class Vehicles and concealing the Battery Defect in the Class Vehicles as well as the risks and reduced battery range stemming from the Battery Defect. Because numerous common issues of fact exist among these cases, the pending actions clearly satisfy the first element of the

transfer analysis under Section 1407. *See, e.g., In re Heartland Payment Sys. Customer Data Sec. Breach Litig.*, 626 F. Supp. 2d 1336, 1337 (J.P.M.L. 2009) (“[W]e find that these actions involve common questions of fact, and that centralization under Section 1407 . . . will serve the convenience of the parties and witnesses and promote the just and efficient conduct of this litigation. . . . Centralization will eliminate duplicative discovery; prevent inconsistent pretrial rulings, including with respect to class certification; and conserve the resources of the parties, their counsel, and the judiciary.”).

2. Transfer Will Serve the Convenience of the Parties and Prevent Duplicative Discovery

The convenience of the parties and prevention of duplicative discovery also favor transfer. *See* 28 U.S.C. § 1407. At present all of the cases are in their infancy, having all been filed within the last few months. If these cases continue to proceed separately, there will be duplicative discovery because of the many overlapping issues of fact and law. Multiple cases could involve the repetitive depositions of the same GM company representatives and expert witnesses, as well as production of the same records and responses to duplicative interrogatories and document requests in jurisdictions around the country. *See, e.g., In re: Pilot Flying J Fuel Rebate Contract Litig.*, 11 F. Supp. 3d 1351, 1352 (J.P.M.L. 2014) (“Centralization will avoid repetitive depositions of Pilot’s officers and employees and duplicative document discovery regarding the alleged scheme.”). Absent transfer, the federal court system will be forced to administer—and GM will be compelled to defend—these related actions across multiple venues, all proceeding on potentially different pretrial schedules and subject to different judicial decision-making and local procedural requirements.

All of the Actions are at very early stages such that none have progressed to the point where efficiencies will be forfeited through transfer to an MDL proceeding. This Panel has routinely

recognized that consolidating litigation in one court benefits **both** plaintiffs and defendants. For example, pretrial transfer would reduce discovery delays and costs for plaintiffs and permit plaintiffs' counsel to coordinate their efforts and share the pretrial workload while GM's document production will be centralized and travel obligations for its personnel will be minimized. *In re Phenylpropanolamine (PPA) Prods. Liab. Litig.*, 173 F. Supp. 2d 1377, 1379 (J.P.M.L. 2001) ("And it is most logical to assume that prudent counsel will combine their forces and apportion their workload in order to streamline the efforts of the parties and witnesses, their counsel and the judiciary, thereby effectuating an overall savings of cost and a minimum of inconvenience to all concerned.").

3. Transfer Will Promote the Just and Efficient Conduct of These Actions

The Panel recognizes multiple factors as informing whether the just and efficient conduct of a litigation will be advanced by transfer, including: (i) avoidance of conflicting rulings in various cases; (ii) prevention of duplication of discovery on common issues; (iii) avoidance of conflicting and duplicative pretrial conferences; (iv) advancing judicial economy; and (v) reducing the burden on the parties by allowing division of workload among several attorneys. *See, e.g., In re: Endangered Species Act Section 4 Deadline Litig.*, 716 F. Supp. 2d 1369, 1369 (J.P.M.L. 2010); *In re Bristol Bay, Salmon Fishery Antitrust Litig.*, 424 F. Supp. 504, 506 (J.P.M.L. 1976).

All of these factors will be advanced by transfer here. Moving Plaintiffs are aware of five cases (inclusive of their own) currently filed and, as discussed above, they anticipate at least one additional case to be filed. Under this *status quo*, at least four different federal district courts will be ruling on the many common factual and legal issues presented in these cases. The presence of numerous courts currently involved in this litigation creates a clear risk of conflicting rulings, with

the potential to generate significant confusion and conflict among the parties, not to mention inconsistent obligations on GM.

The Panel has regularly transferred and coordinated proceedings in situations where there had been multiple cases filed with similar allegations. *See In re First Nat'l Collection Bureau, Inc.*, 11 F. Supp. 3d 1353, 1354 (J.P.M.L. Apr. 8, 2014) (panel finding where three actions had been filed and one potential tag-along action had been identified, “efficiencies can be gained from having these actions proceed in a single district,” such as “eliminat[ing] duplicative discovery; prevent[ing] inconsistent pretrial rulings . . . and conserv[ing] the resources of the parties, their counsel and the judiciary.”); *In re Sprouts Farmers Market, Inc., Employee Data Security Breach Litig.*, MDL-2731 (J.P.M.L.) (multi-district litigation consisting of four related cases); *In re Natrol, Inc., Glucosamine/Chondroitin Marketing and Sales Practices Litig.*, MDL-2528 (J.P.M.L.) (multi-district litigation consisting of four related cases); *In re Wholesale Grocery Prods. Antitrust Litig.*, MDL-2090 (J.P.M.L.) (finding that multi-district litigation consisting of two related cases would achieve efficiencies); *In re Gold King Mine Release in San Juan Cnty., Colo., on Aug. 5, 2015*, MDL-2824 (J.P.M.L.) (multi-district litigation consisting of four related cases would promote “just and efficient conduct”).

A single MDL judge coordinating pretrial discovery and ruling on pretrial motions in all of these federal cases at once will help reduce witness inconvenience, the cumulative burden on the courts, the litigation’s overall expense, and the potential for conflicting rulings. *In re: Xarelto (Rivaroxaban) Prods. Liab. Litig.*, 65 F. Supp. 3d 1402, 1405 (J.P.M.L. 2014) (“Centralization will eliminate duplicative discovery; prevent inconsistent pretrial rulings; and conserve the resources of the parties, their counsel and the judiciary.”); *In re Tylenol Mktg., Sales Practices &*

Prods. Liab. Litig., 936 F. Supp. 2d 1379, 1380 (J.P.M.L. 2013) (“Centralization will . . . prevent inconsistent pretrial rulings (on *Daubert* issues and other matters) . . .”).

Accordingly, transfer to a single district court is appropriate for the just and efficient resolution of these cases.

B. The Most Appropriate Transferee Forum is the Eastern District of Michigan or, Alternatively, the Northern District of Illinois

The district court with the strongest nexus to the litigation is often selected as the transferee court. *See, e.g., In re: Reciprocal of Am. (ROA) Sales Practices Litig.*, 281 F. Supp. 2d 1356, 1358 (J.P.M.L. 2003). Although Moving Plaintiffs did not initiate their action in the Eastern District of Michigan, given the additional cases that have been filed since that case was initiated—two of which are filed in the Eastern District of Michigan—Moving Plaintiffs now recognize the benefits and efficiencies of transferring all Actions for coordinated or consolidated proceedings to the Eastern District of Michigan to proceed before a single Judge. Alternatively, Moving Plaintiffs support transferring the cases to the Northern District of Illinois before Judge Edmond E. Chang, where the *Torres* Action is currently pending.

1. The Eastern District of Michigan Has the Strongest Nexus to the Litigation

a. *GM Maintains Its Headquarters and Substantial Operations in the Eastern District of Michigan*

GM maintains its headquarters in Detroit, Michigan and operates 30 facilities and employs nearly 49,000 employees in the state of Michigan.¹ GM’s facilities, including its fully dedicated EV assembly factory, powertrain production plant, and many other various operations, assembly,

¹ <https://www.gm.com/our-company/about-gm.html> (last visited Jan. 20, 2021).

and production centers are located in the District.² As such, it is likely that GM employees and executives who have knowledge regarding the manufacture, design, testing, and sales of the Class Vehicles and their batteries are located in the District,³ as well as those familiar with the November 2020 battery-related recall and “interim remedy” resulting in reduced battery capacity and driving range. Likewise, a significant portion of the events and decision-making relating to the marketing and concealment of the Battery Defect in the Class Vehicles likely occurred at GM’s business headquarters in Michigan. As such, it is likely that Michigan has more relevant defense witnesses and relevant documents than any other state. *See In re GMC Air Conditioning Mktg. & Sales Practices Litig.*, 289 F. Supp. 3d at 1341 (transferring actions involving the performance of air conditions in several models of GM vehicles to the Eastern District of Michigan “which enjoys the support of most responding parties, is where relevant documents and witnesses may be found, inasmuch as defendant GM is based there”); *In re General Motors Corporate Securities & Derivative Litig.*, 429 F. Supp. 2d 1368 (J.P.M.L. 2006) (transferring two actions from the Southern District of New York to the Eastern District of Michigan because the latter “district is where many relevant documents and witnesses are likely to be found, inasmuch as GM’s principal place of business is located there”); *In re General Motors Onstar Contract Litig.*, 502 F. Supp. 2d 1357 (J.P.M.L. 2007) (transferring action from the Northern District of California to the Eastern District of Michigan because “relevant documents and witnesses are likely located in or near defendants’ facilities in Michigan”).

² <https://www.gm.com/our-company/us/mi.html> (last visited Jan. 21, 2021).

³ The LG battery itself was manufactured in South Korea.

b. *The Eastern District of Michigan Is a Convenient Forum for Litigants*

The Eastern District of Michigan is plainly a convenient and readily accessible location. Detroit is a centrally-located major metropolitan area that is easily accessible by nearby airports: Detroit Metropolitan Wayne County Airport (Detroit, Michigan) and Bishop International Airport (Flint, Michigan). Two cases (*Rankin* and *Altobelli*) were filed in this district and have already been consolidated before Judge Terrence G. Berg. *See Rankin*, No. 20-13279, at ECF No. 4. The Panel has previously recognized previously that “the Eastern District of Michigan provides a geographically central location for [a] nationwide litigation” when other actions were pending in Pennsylvania, Illinois, Colorado, Georgia, California, New York, and Texas (as compared to California, Michigan, and Illinois here). *In re Rio Hair Naturalizer Prod. Liab. Litig.*, 904 F. Supp. 1407, 1408 (J.P.M.L. 1995); *see also In re GMC Air Conditioning Mktg. & Sales Practices Litig.*, 289 F. Supp. 3d at 1341 (noting that the Eastern District of Michigan “offers a readily accessible and convenient transferee forum”).

As discussed above, the Eastern District of Michigan contains the headquarters and center of GM’s operations. *See In re GAF Elk Cross Timbers Decking Mktg., Sales Practices & Prods. Liab. Litig.*, 65 F. Supp. 3d 1407, 1408 (J.P.M.L. 2014) (transferring MDL to the District in which the common defendant was headquartered); *In re Bluetooth Headset Prods. Liab. Litig.*, 475 F. Supp. 2d 1403, 1404 (J.P.M.L. 2007) (same)); *In re RC2 Corp. Toy Lead Paint Prods. Liab. Litig.*, 528 F. Supp. 2d 1374, 1375 (J.P.M.L. 2007) (same). By contrast, the other related cases that were not filed in the Eastern District of Michigan (*Torres* (N.D. Ill.), *Zahariudakis* (N.D. Cal.), and *Pankow* (C.D. Cal.)) were all filed in the district where the lead plaintiffs reside.

c. *The Related Cases Should Be Assigned to Judge Terrence G. Berg*

The *Rankin* and *Altobelli* Actions have already been identified as companion cases and assigned to Judge Terrence G. Berg. Judge Berg has been on the bench for nine years and is highly experienced in managing and overseeing class action litigation, including those arising from automobile defects. *See, e.g., Persad v. Ford Motor Co.*, No. 17-12599, 2018 U.S. Dist. LEXIS 117551, at *1 (E.D. Mich. July 16, 2018) (Judge Berg oversaw a putative class action concerning 2016 and 2017 model year Ford Explorers that allegedly had an “exhaust fume defect” which allowed dangerous gases to enter the passenger compartment); *Raymo v. FCA US LLC*, No. 2:17-cv-12168, 2020 U.S. Dist. LEXIS 134829, at *2 (E.D. Mich. July 30, 2020) (Judge Berg adjudicated a nationwide class action alleging defects in the emissions aftertreatment systems of model year 2013-2017 Dodge 2500 and 3500 Ram trucks diesel engines). Thus, he is extremely well-suited to efficiently and effectively manage this consolidated litigation.

Furthermore, the Eastern District of Michigan currently has only four MDLs pending before three district judges. However, Judge Berg is not assigned any other MDL matter at present.⁴ This, paired with his exceptional judicial experience, make Judge Berg particularly well-suited to oversee this MDL.

2. Alternatively, the Northern District of Illinois Is an Appropriate Transferee Forum

a. *The Torres Action, Currently Pending in the Northern District of Illinois, Is the Most Procedurally Advanced and Contains the Greatest Number of Plaintiffs*

Should the Panel nonetheless decide that the Eastern District of Michigan is not the appropriate transferee forum, the Actions should all be transferred to the Northern District of

⁴ *See* https://www.jpml.uscourts.gov/sites/jpml/files/Pending_MD_L_Dockets_By_District-January-15-2021.pdf, at page 3 (last visited Jan. 21, 2021).

Illinois, where the *Torres* Action is currently pending. Three plaintiffs in the *Torres* Action—plaintiff Torres and plaintiffs Thomas and Carol Whittaker—reside in the Northern District of Illinois, and the events giving rise to lead plaintiff Torres’s claims occurred in that district, which is why the *Torres* Action was initially filed there. The *Torres* Action is the most procedurally advanced: the *Torres* plaintiffs have just filed an Amended Complaint and have hired an expert to inform their allegations. *See Torres*, ECF No. 18, ¶¶ 52-53 (allegations informed by Moving Plaintiffs’ expert). Moreover, the *Torres* Action contains the greatest number of plaintiffs out of all of the Actions: nine plaintiffs hailing from five different states. None of the Other Actions have gotten to the amended complaint stage nor have plaintiffs in the Other Actions indicated that they have retained an expert to assist. At least as an alternative, these factors weigh in favor of transfer to the Northern District of Illinois where the *Torres* Action is currently pending. *See In re Transocean Tender Offer Sec. Litig.*, 415 F. Supp. 382, 384 (J.P.M.L. 1976) (transferring MDL to the Northern District of Illinois where “the Illinois action [was] more advanced than either of the other actions in [the] litigation”).

b. *The Northern District of Illinois Is a Highly Convenient Forum*

The Northern District of Illinois is very readily accessible and is a convenient forum. Chicago is the third largest city in the country, is centrally-located, and is accessible by two international airports: O’Hare and Chicago Midway. The Panel has previously concluded that the Northern District of Illinois “provides a convenient and accessible forum for actions filed throughout the country regarding products sold nationwide.” *In re Walgreens Herbal Supplements Mktg. & Sales Practices Litig.*, Nos. MDL No. 2619, MDL No. 2620, MDL No. 2621, MDL No. 2622, 2015 U.S. Dist. LEXIS 77377, at *8 (J.P.M.L. June 11, 2015); *see also In re Fairlife Milk Prods. Mktg. & Sales Practices*, 396 F. Supp. 3d 1370, 1371 (J.P.M.L. 2019)

(“The Northern District of Illinois thus presents a convenient and accessible forum for this litigation.”). GM’s headquarters and the center of operations are also relatively nearby.

c. *Judge Chang is Well-Positioned to Handle this MDL Proceeding*

Judge Chang, who is currently presiding over the *Torres* Action, is a skilled jurist with MDL and class action experience. Judge Chang was recently assigned the MDL proceedings in *In re Soc’y Ins. Co. Covid-19 Bus. Interruption Prot. Ins. Litig.*, No. MDL No. 2964, (J.P.M.L.). In its transfer order, the Panel expressed its confidence that Judge Chang, who had not yet “had the opportunity to preside over an MDL,” would “steer this litigation on a prudent and expeditious course.” *In re Soc’y Ins. Co. Covid-19 Bus. Interruption Prot. Ins. Litig.*, No. MDL No. 2964, 2020 U.S. Dist. LEXIS 183678, at *7-8 (J.P.M.L. Oct. 2, 2020). At the time of transfer, that MDL encompassed 34 actions. Judge Chang is similarly well-prepared and well-equipped to manage this consolidated litigation.

Judge Chang has been on the federal bench since 2010, and has experience handling complex class actions, including product defect cases involving deceptive marketing and breach of warranty. *See, e.g., Fuchs v. Menard, Inc.*, No. 17-cv-01752, 2017 U.S. Dist. LEXIS 160336, at *16 (N.D. Ill. Sep. 29, 2017) (class action alleging deceptive marketing practices in lumber products); *Duncan Place Owners Ass’n v. Danze, Inc.*, No. 15 C 01662, 2015 U.S. Dist. LEXIS 122985, at *2 (N.D. Ill. Sep. 15, 2015) (class action stemming from the allegedly fraudulent and deceptive marketing of faulty faucets). Also, Judge Chang is currently presiding over the *Torres* Action, wherein the plaintiffs recently filed an Amended Complaint. *See, e.g., In re NuvaRing Prods. Liab. Litig.*, 572 F. Supp. 2d 1382, 1383 (J.P.M.L. 2008) (the Panel assigned the “litigation to an experienced jurist who is familiar with the contours of this litigation by virtue of having

presided over the most procedurally advanced action”). Accordingly, Judge Chang is well-suited to oversee this auto defect MDL.

IV. CONCLUSION

For all of the reasons set forth above, Moving Plaintiffs respectfully request that the Panel transfer the Actions and any subsequent tagalong actions involving the Battery Defect in Class Vehicles to the Eastern District of Michigan for coordinated or consolidated pretrial proceedings before Judge Berg or, in the alternative, to the Northern District of Illinois before Judge Chang.

Dated: January 22, 2021

Respectfully submitted,

/s/ Benjamin F. Johns

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 22nd day of January, 2021, a true and correct copy of the above and foregoing was filed with the Clerk of Court via the Court's CM/ECF system for electronic service on all counsel of record.

By: /s/ Benjamin F. Johns
Benjamin F. Johns

**BEFORE THE UNITED STATES JUDICIAL PANEL
ON MULTIDISTRICT LITIGATION**

IN RE:

CHEVROLET BOLT BATTERY
LITIGATION

MDL No. _____

SCHEDULE OF ACTIONS

Case Captions		Court	Civil Action No.	Judge
1.	Plaintiff: Andres Torres Defendant: General Motors LLC	N.D. Ill.	1:20-cv-07109	Hon. Edmond E. Chang
2.	Plaintiff: George Zahariudakis Defendant: General Motors, LLC	N.D. Cal.	4:20-cv-8106-JSW	Hon. Jeffrey S. White
3.	Plaintiffs: Michelle Pankow E.G.P., <i>a minor through</i> <i>Michelle Pankow</i> Arthur Cohen Bruce James Cannon Michael Hickey John DeRosa Defendant: General Motors, LLC	C.D. Cal.	5:20-cv-02479- JGB-KK	Hon. Jesus G. Bernal
4.	Plaintiffs: Robin Altobelli F. Dayle Andersen Defendant: General Motors LLC	E.D. Mich.	2:20-cv-13256	Hon. Terrence G. Berg
5.	Plaintiff: Casper Rankin Defendant: General Motors LLC	E.D. Mich.	2:20-cv-13729	Hon. Terrence G. Berg

**BEFORE THE UNITED STATES JUDICIAL PANEL
ON MULTIDISTRICT LITIGATION**

IN RE:

CHEVROLET BOLT BATTERY
LITIGATION

MDL No. _____

PROOF OF SERVICE

I hereby certify that pursuant to JPML Rule 4.1(a) and (b) a copy of the foregoing MOTION FOR TRANSFER OF ACTIONS PURSUANT TO 28 U.S.C. § 1407 FOR CONSOLIDATED OR COORDINATED PRETRIAL PROCEEDINGS has been served on the interested parties and clerks of the transferor courts by United States mail or electronic mail as indicated below:

<u>VIA OVERNIGHT MAIL:</u>	
Clerk of the Court United States District Court for the Central District of California (Riverside) George E. Brown, Jr. Federal Building & U.S. Courthouse 3470 Twelfth Street Riverside, CA 92501	Clerk of the Court United States District Court for the Eastern District of Michigan (Detroit) Theodore Levin U.S. Courthouse 231 W. Lafayette Boulevard Detroit, MI 48226
Clerk of the Court United States District Court for the Northern District of California (Oakland) Ronald V. Dellums Federal Building & U.S. Courthouse 1301 Clay Street Oakland, CA 94612	General Motors LLC c/o Illinois Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703
General Motors LLC 300 Renaissance Center Detroit, MI 48243	

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Dated: January 22, 2021

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United States District Court
Northern District of Illinois - CM/ECF LIVE, Ver 6.3.3 (Chicago)
CIVIL DOCKET FOR CASE #: 1:20-cv-07109

Torres v. General Motors LLC
Assigned to: Honorable Edmond E. Chang
Demand: \$9,999,000
Cause: 28:1332 Diversity-Other Contract

Date Filed: 12/01/2020
Jury Demand: Plaintiff
Nature of Suit: 370 Other Fraud
Jurisdiction: Diversity

Plaintiff

Andres Torres
individually and on behalf of all others
similarly situated

represented by **Beena M. McDonald**
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V.

Defendant

General Motors LLC

Date Filed	#	Docket Text
12/01/2020	1	COMPLAINT filed by Andres Torres; Jury Demand. Filing fee \$ 402, receipt number 0752-17697125.(Barnow, Ben) (Entered: 12/01/2020)
12/01/2020	2	CIVIL Cover Sheet (Barnow, Ben) (Entered: 12/01/2020)
12/01/2020	3	ATTORNEY Appearance for Plaintiff Andres Torres by Ben Barnow (Barnow, Ben) (Entered: 12/01/2020)
12/02/2020		CASE ASSIGNED to the Honorable Edmond E. Chang. Designated as Magistrate Judge the Honorable Jeffrey Cole. Case assignment: Random assignment. (cm,) (Entered: 12/02/2020)
12/02/2020	4	ATTORNEY Appearance for Plaintiff Andres Torres by Benjamin F Johns (Johns, Benjamin) (Entered: 12/02/2020)
12/02/2020	5	ATTORNEY Appearance for Plaintiff Andres Torres by Susan J. Russell (Russell, Susan) (Entered: 12/02/2020)
12/02/2020		SUMMONS Issued as to Defendant General Motors LLC (jg,) (Entered: 12/02/2020)

12/03/2020	6	SUMMONS Returned Executed by Andres Torres as to General Motors LLC on 12/3/2020, answer due 12/24/2020. (Barnow, Ben) (Entered: 12/03/2020)
12/10/2020	7	MOTION for Leave to Appear Pro Hac Vice Filing fee \$ 150, receipt number 0752-17729706. (McDonald, Beena) (Entered: 12/10/2020)
12/10/2020	8	MOTION for Leave to Appear Pro Hac Vice Filing fee \$ 150, receipt number 0752-17729740. (Holbrook, Samantha) (Entered: 12/10/2020)
12/14/2020	9	MINUTE entry before the Honorable Edmond E. Chang: Beena McDonald's and Samantha E. Holbrook's motions to appear pro hac vice 7 , 8 are granted. Emailed notice (mw,) (Entered: 12/14/2020)
12/14/2020	10	MINUTE entry before the Honorable Edmond E. Chang: Initial tracking status hearing set for 02/05/2021 at 8:30 a.m. to track the case only (no appearance is required, the case will not be called). Instead, the Court will set the case schedule after reviewing the written status report. The parties must file a joint initial status report with the content described in the attached status report requirements by 01/29/2021. Plaintiff must still file the report even if Defendant has not responded to requests to craft a joint report. If not all Defendants have been served, then Plaintiff must complete the part of the report on the progress of service. Also, counsel (or the parties, if proceeding pro se) must carefully review Judge Chang's Case Management Procedures, available online at ilnd.uscourts.gov (navigate to Judges / District Judges / Judge Edmond E. Chang). Because the Procedures are occasionally revised, counsel (or the party, if proceeding pro se) must read them anew even if the counsel or the party has appeared before Judge Chang in other cases. Emailed notice (mw,) (Entered: 12/14/2020)
12/14/2020	11	ATTORNEY Appearance for Plaintiff Andres Torres by Erich Paul Schork (Schork, Erich) (Entered: 12/14/2020)
12/18/2020	12	ATTORNEY Appearance for Plaintiff Andres Torres by Stacy Michelle Bardo (Bardo, Stacy) (Entered: 12/18/2020)
12/21/2020	13	STIPULATION <i>for Extension of Time for Defendant to File a Response to Plaintiff's Complaint (Joint)</i> (Bogo-Ernst, Debra) (Entered: 12/21/2020)
12/21/2020	14	MOTION by Attorney Ben Barnow to withdraw as attorney for Andres Torres. No party information provided (Barnow, Ben) (Entered: 12/21/2020)
12/21/2020	15	MOTION by Attorney Erich Schork to withdraw as attorney for Andres Torres. No party information provided (Schork, Erich) (Entered: 12/21/2020)
12/23/2020	16	MINUTE entry before the Honorable Edmond E. Chang: Ben Barrow's and Erich Schork motions to withdraw as attorney for Plaintiff 14 15 are granted. Emailed notice (mw,) (Entered: 12/23/2020)
12/23/2020	17	MINUTE entry before the Honorable Edmond E. Chang: On review of the stipulation for extension of time to answer, it would be the better practice to file an extension motion next time. But the extension is appropriate, so the answer or response to the complaint is due by 02/22/2021. The initial tracking status hearing of 02/05/2021 is reset to 03/05/2021 at 8:30 a.m., but to track the case only (no appearance is required, the case will not be called). Instead, the parties shall file the joint initial status report by 02/24/2021. Emailed notice (mw,) (Entered: 12/23/2020)

PACER Service Center

Transaction Receipt

01/21/2021 11:03:10

PACER Login:	mcdonaldbm:5740297:5738635	Client Code:	chevy bolt fire
Description:	Docket Report	Search Criteria:	1:20-cv- 07109
Billable Pages:	3	Cost:	0.30

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

ANDRES TORRES, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

GENERAL MOTORS LLC,

Defendant.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff Andres Torres (“Plaintiff”) brings this class action lawsuit against General Motors LLC (“GM” or “Defendant”) on behalf of himself and all other similarly situated persons who purchased or leased 2017-2019 model year Chevrolet Bolt EVs (hereafter “Chevrolet Bolt,” “Chevy Bolt,” “Bolt” or “Class Vehicles”). As described in more detail below, Plaintiff seeks economic damages because the Class Vehicles are defective and were deceptively marketed to consumers.

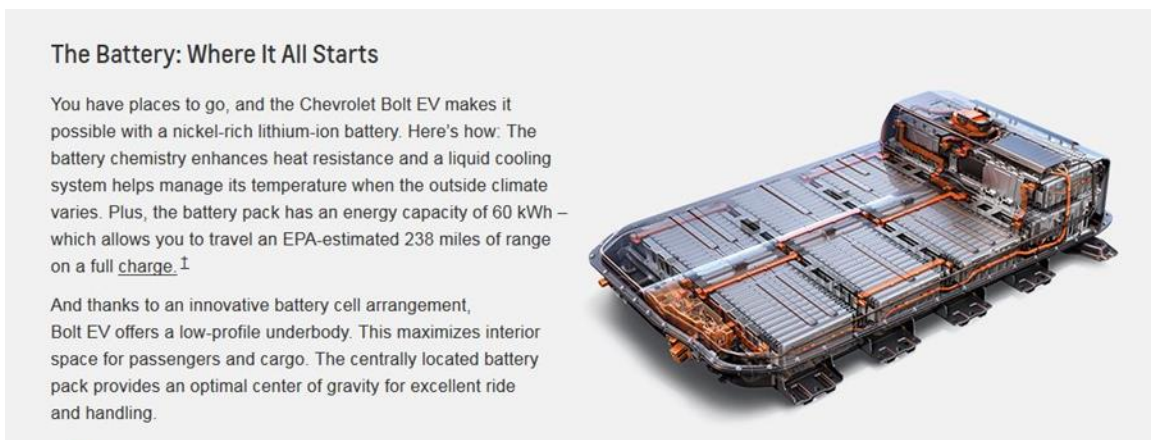
INTRODUCTION

1. In 2017, GM introduced the Chevrolet Bolt, a new plug-in, all-electric vehicle. GM rolled out the Bolt to compete with similar all-electric vehicles released by Tesla, Nissan, and BMW.

2. Electric vehicles like the Bolt offer the potential to be relatively environmentally-friendly and provide savings on gas, but these perks come with a trade-off: electric vehicles often travel only a fraction of the distance of conventional gas-powered cars before needing to be

recharged. As such, the driving range of a vehicle's battery is one of the most critical factors to consider in purchasing any battery-charged electric vehicle.

3. GM was well aware of the importance that consumers placed on an electric car's battery range, and marketed the Bolt accordingly. It touted the Chevy Bolt's battery as being "where it all starts," advertising an energy capacity of 60 kWh, which GM said allowed drivers to travel an EPA-estimated 238 miles of range on a full charge.¹ An example of one such advertisement touting the Bolt's battery capabilities appears below.



4. GM's marketing campaign was successful. The Chevy Bolt received the prestigious 2017 Motor Trend Car of the Year accolade as being a "game changer" due in part to the 238 miles the "EPA has certified the [Chevy] Bolt will travel on a full charge."² It was hailed as being "[a] better car, better package, much better handling, with twice the range." (*Id.*) It was similarly awarded titles for the 2017 North American Car of the Year,³ and 2017 Green Car of the Year.⁴

¹ <https://www.dublinchevrolet.com/Chevrolet-Bolt-EV> (last visited Nov. 30, 2020); *see also*, <https://web.archive.org/web/20171011012928/http://www.chevrolet.com/bolt-ev-electric-vehicle> (last visited Nov. 30, 2020).

² <https://www.motortrend.com/news/chevrolet-bolt-ev-2017-car-of-the-year/> (last visited Nov. 30, 2020).

³ <https://northamericancaroftheyear.org/chevrolet-bolt-chrysler-pacifica-honda-ridgeline-named-2017-north-american-car-truck-and-utility-vehicle-of-the-year/> (last visited Nov. 30, 2020).

⁴ <https://www.autoblog.com/2016/11/17/chevy-bolt-wins-2017-green-car-of-the-year/> (last visited Nov. 30, 2020).

5. The actual performance of the Chevy Bolt, however, is far from ideal. Unfortunately for consumers like Plaintiff, the Class Vehicles suffer from a serious defect that results in a severe loss of potential battery mileage of the high voltage batteries in order to avoid risk of fire. Specifically, when the high voltage batteries are charged to full, or very close to full, they pose a risk of fire⁵ (the “Battery Defect”). GM’s purported “fix” to reduce the risk of fire is a software update that limits the maximum state of charge to approximately 90% battery capacity, thereby reducing the amount of mileage that these vehicles can otherwise travel on a full charge. To achieve this, Chevy Bolt owners must schedule a service appointment with their dealerships to apply a software update to change the vehicle charge settings or, alternatively, use the car’s “Hill Top Reserve” option which limits charging of the battery to 90%.

6. Further, upon information and belief, GM overstates the battery capacity of the Class Vehicles. Despite advertising the Chevy Bolt as having a 60kWh capacity, the label on the LG Vista 2.0 battery module is only 57kWh.

7. GM failed to inform prospective owners and lessees of the Chevy Bolt that the vehicle is plagued with this dangerous Battery Defect and that owners and lessees of the Class Vehicles will be forced to decide between a risk of a potentially fatal car fire or a significant power loss. Defendant GM further failed to inform consumers that the battery capacity is less than advertised, or that the vehicles would require a “fix” that reduces their driving range by 10%.

8. GM’s conduct has placed Bolt purchasers into an untenable position: either continue to drive and use a vehicle that poses a risk of catching fire or acquiesce to GM’s recommended “fix” to reduce the battery’s capacity.

⁵ <https://my.chevrolet.com/how-to-support/safety/boltevre recall> (last visited Nov. 30, 2020).

9. Plaintiff brings this class action lawsuit on behalf of himself and a class of similarly situated consumers who have purchased or leased one or more of the Class Vehicles (the “Class” or “Class Members”).

10. Plaintiff and the Class seek redress for GM’s violations of the Illinois Consumer Fraud and Deceptive Practices Act, Illinois Uniform Deceptive Trade Practices Act, Magnuson-Moss Warranty Act, fraudulent concealment/fraud by omission, and GM’s breaches of express and implied warranties.

11. Plaintiff and the Class seek actual damages, restitution, and equitable relief, as well as statutorily-permitted reasonable attorneys’ fees and costs of suit and pre- and post-judgment interest. Plaintiff also seeks punitive damages as a result of GM knowingly introducing defective Class Vehicles into the marketplace and defrauding consumers across the nation.

PARTIES

A. Plaintiff

12. Plaintiff Andres Torres is an adult individual who resides in Bolingbrook, Illinois. In or around August 2019, Plaintiff purchased a 2017 Chevy Bolt from a dealership in Downers Grove, Illinois, an authorized GM retailer.

B. Defendant General Motors

13. Defendant GM is a limited liability company organized under Delaware law with its principal office located at 300 Renaissance Center, Detroit, Michigan 48265. Defendant designs, tests, markets, manufactures, distributes, warrants, sells, and leases various vehicles under several prominent brand names, including but not limited to Chevrolet, Buick, GMC, and Cadillac in this district and throughout the United States.

JURISDICTION

14. This Court has subject matter jurisdiction of this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because: (i) there are 100 or more class members, (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs, and (iii) at least one Class Member is a citizen of a different state than Defendant. This Court has supplemental jurisdiction over the state law claims asserted herein pursuant to 28 U.S.C. § 1367.

15. This Court has personal jurisdiction over Defendant because it is present, licensed to conduct business, and does conduct business regularly in this District; and Defendant has sufficient contacts with this District.

VENUE

16. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant regularly transacts business in this District, including sales and advertising, and Defendant is subject to personal jurisdiction in this District. Additionally, a substantial part of the events and/or omissions giving rise to Plaintiff's claims occurred within this District.

FACTUAL ALLEGATIONS

A. GM Markets and Sells the Chevrolet Bolt

17. GM first introduced the Chevrolet Bolt in 2017. The Chevrolet Bolt is GM's all-electric, plug-in vehicle, launched to compete with the likes of electric vehicles released by Tesla, Nissan, and BMW.

18. The Chevrolet Bolt is a front-motor, five-door, all-electric small hatchback. A picture of the 2017 Chevrolet Bolt is below:



19. Since its release, approximately 94,958 Chevy Bolts have been sold worldwide. They are available for purchase in the United States, South Korea, Mexico, Canada.⁶

20. One of the core considerations in an all-electric vehicle is the capacity and range of the battery. Because charging stations are not as frequently located as gas stations, an all-electric vehicle's usefulness depends in large part on the distance the vehicle can travel before needing a recharge. Electric car buyers rely on the manufacturer's representations about an electric vehicle's ability to travel on a single charge. In addition to price, range is a primary consideration of consumers when deciding to purchase an electric vehicle.

21. GM touted the Class Vehicles as having a battery capacity of 60 kWh which would result in an EPA-estimated travel range of 238 miles without recharging. GM has maintained these representations since it began marketing the Class Vehicles to the general public. GM published

⁶ See <https://gmauthority.com/blog/gm/chevrolet/bolt-ev/chevrolet-bolt-ev-sales-numbers/> (last accessed Nov. 30, 2020).

this estimated travel range in several places, including in a GM specifications sheet disclosing that the vehicle was able to maintain a driving range of an “EPA-estimated 238 miles”⁷ and a “product information” fact sheet regarding the 2017 Bolt that confirmed “an EPA-estimated 238 miles of range.”⁸

22. GM marketed the driving range as one of the Chevrolet Bolt’s main selling points in its national advertising campaign. It touted the battery as “where it all starts” and as making it possible to get drivers to the places they need to go. It also represented the battery capacity to be 60 kWh.⁹

23. GM made these same representations about the 2018 and 2019 model Chevrolet Bolt, again marketing the vehicle as having an alleged EPA-estimated range of 238 miles.¹⁰

B. The Chevrolet Bolt Suffers from a Battery Defect that Leads to Fire Risk When the Battery Is Fully Charged

24. Lithium-ion batteries, such as the one used in the Chevrolet Bolt, are a key component of electric vehicles due to their high specific energy, high power, and long life cycle.

25. Drivers rely on the capacity and safety of the lithium-ion batteries which serve as the Chevrolet Bolt’s sole power source.

26. However, unbeknownst to Plaintiff and the Class, the Class Vehicles are equipped with a Battery Defect which renders the battery susceptible to catching fire when fully charged.

⁷ See <https://media.chevrolet.com/media/us/en/chevrolet/vehicles/bolt-ev/2017.tab1.html> (last visited Nov. 30, 2020).

⁸ See <https://media.chevrolet.com/media/us/en/chevrolet/vehicles/bolt-ev/2017.html> (last visited Nov. 30, 2020).

⁹ See <https://media.chevrolet.com/media/us/en/chevrolet/vehicles/bolt-ev/2017.tab1.html> (last visited Nov. 30, 2020).

¹⁰ See <https://media.chevrolet.com/media/us/en/chevrolet/vehicles/bolt-ev/2018.tab1.html>; <https://media.chevrolet.com/media/ca/en/chevrolet/vehicles/Bolt-EV/2018.html>; <https://media.chevrolet.com/media/ca/en/chevrolet/vehicles/Bolt-EV/2019.html> (last visited Nov. 30, 2020).

Rather than inform consumers about the existence of this Battery Defect at the time of purchase, GM instead encouraged Chevy Bolt owners to “top off your battery as much or as little as you like.”¹¹

27. Indeed, in a Facebook Q&A in October of 2019, Chevy Bolt EV Expert Adam Piper, Energy Performance Engineer at GM, dispelled rumors that Chevy Bolt EV owners should avoid charging their batteries to 100%, stating: “We engineered the battery system so that you can charge to 100% and maximize range. Do whatever is best for your personal circumstances. If you want maximum range, charge to 100%. If you want to leave room for regenerative energy when you start to drive, use Target Charge/Hill Top Reserve.”¹²

28. However, the opposite is true. The Battery Defect renders the battery susceptible to catching fire at full or near-full charge unless and until Class Vehicle owners modify their vehicle settings to severely deplete the battery capacity by 10%, thereby reducing the anticipated vehicle range well below the EPA-estimated range of 238 miles that consumers were promised when they purchased their Class Vehicles.

29. On November 13, 2020, GM made an announcement to all of its authorized detailers of its intent to recall 68,667 Chevrolet Bolt EV vehicles—over 50,000 of which are in the United States—equipped with design-level N2.1 batteries produced at LG Chem’s Ochang, Korea plant. Through its own investigation, GM concluded that the battery pack posed a risk of fire when charged to full, or very close to full, capacity.

¹¹ <https://web.archive.org/web/20171011012928/http://www.chevrolet.com/bolt-ev-electric-vehicle> (last visited Nov. 30, 2020).

¹² See Birkett, Steve, *3 Takeaways from GM’s Q&A with a Chevy Bolt EV Battery Expert*, Torque News (Oct. 31, 2019), available: <https://www.torquenews.com/7893/3-takeaways-qa-chevy-bolt-ev-battery-expert> (last accessed Nov. 30, 2020).

30. All Class Vehicles are affected by the recall. Curiously, the 2020 model year Chevrolet Bolt EVs do not have this same issue because they reportedly “use a different battery-cell design than the vehicles affected by this recall.”¹³

31. But rather than issue a complete recall of the vehicles to replace the dangerous batteries, GM has informed the National Highway Traffic Safety Administration (“NHTSA”) that the purpose of the recall is to instead install an interim software fix to reprogram the hybrid propulsion system control module to reduce the battery’s charge capacity by 10%, thereby reducing battery’s range to approximately 214 miles on a single battery charge (based on the EPA-estimated and GM-reported 238 mile range). GM recommends that Class Vehicle owners schedule a service appointment with their local dealerships to update the vehicle’s battery software to automatically limit the maximum state of charge to 90%, or owners can modify the car settings themselves. Before bringing the Bolt to their local dealerships, GM asks that Class Vehicle owners change the vehicle charge settings to use the “Hill Top Reserve” option as a means of limiting the batteries’ charge. For Class Vehicle owners who are unable to make these changes to limit the charging level of their vehicle, GM recommends that those owners should not park their car in their garage or carport until after they have visited their local dealer.

32. Class Vehicle owners are thus faced with a Hobson’s choice: either do nothing and risk a potentially fatal car fire, or install a temporary software update which significantly diminishes the life of the car battery, thereby resulting in driving range reduced by 10%.

¹³ See Brown, Laura, *50,000 Chevy Bolt EVs Recalled; Owners Told Not to Park in Garages, Near Houses* (Nov. 13, 2020), available: <https://www.caranddriver.com/news/a34672772/chevrolet-bolt-ev-recall-battery/> (last accessed Nov. 30, 2020).

33. GM has been aware of the defects in its battery management system and battery cell imbalances since at least 2017. Nonetheless, GM has sold and leased, and continues to sell and lease, Class Vehicles with the knowledge that they contain defective and potentially dangerous batteries.

C. GM's Knowledge of and Response to the Battery Defect

34. The Chevrolet Bolt has long been plagued with battery defects. Indeed, GM has been aware since at least 2018 that there were defects in its batteries and energy management systems. On or around April 2, 2018, GM Chevrolet issued a customer satisfaction notice for drivers of the 2017 Chevrolet Bolt to get a software update to provide more warning about any potential “cell low-voltage condition” and reduced propulsion. Essentially, the current software would not provide sufficient warnings prior to a battery cell low range condition, which may result in a loss of propulsion.¹⁴

35. GM issued an additional statement on May 11, 2018, providing additional warnings, asking all Bolt customers to schedule a service appointment to receive the latest software which would “increase[] the accuracy of the range estimation, in addition to providing more warning at low states of charge.”¹⁵

36. In August 2018, GM issued another Customer Satisfaction Program regarding loss of propulsion high voltage battery without notification, this time disclosing that “Certain 2017-2018 model year Bolt EV vehicles may have a condition where the software will not detect the difference in the state of charge between the cell groups of the battery and over predict the

¹⁴ See <https://static.nhtsa.gov/odi/tsbs/2018/MC-10143682-9999.pdf> (last accessed Nov. 30, 2020).

¹⁵ See <https://insideevs.com/news/337521/update-possible-chevy-bolt-battery-cell-failure-prompts-gm-statement-recall/> (last accessed Nov. 30, 2020).

indicated battery range. The current software may not provide sufficient warning prior to a battery cell low range condition, which may result in a loss of propulsion. Only certain vehicles will experience the battery low voltage cell condition.”¹⁶

37. Tim Grewe, GM’s chief engineer of electric propulsion systems, publicly acknowledged the loss of propulsion problems in an interview with InsideEvs in 2019, confirming the battery’s diminished capacity to hold the voltage.¹⁷

38. By 2020, GM was receiving complaints about fires stemming from the battery pack, which prompted GM to initiate an internal investigation spanning from August to November of 2020.

39. Despite its knowledge, GM failed to notify Plaintiff and members of the Class of these problems and associated hazards at the time of purchasing their Class Vehicles. Instead, GM did not perform its recall until several fires occurred in the Class Vehicles, delaying the recall to avoid the financial ramifications of having to acknowledge that its Class Vehicles and car batteries were inherently defective by design and incapable of safely providing customers with GM’s advertised 238 mile driving range.

40. GM actively concealed the fact that its representations regarding the Class Vehicle’s battery range were false, based only on unreasonable usage of the battery at maximum capacity which would vastly increase the risk of fire even while the Class Vehicles are in operation. GM withheld the fact that the existence of the Battery Defect would diminish car owners’ usage of the Class Vehicles and also depreciate their vehicle’s intrinsic and resale value.

¹⁶ See <https://static.nhtsa.gov/odi/tsbs/2018/MC-10145176-9999.pdf> (last accessed Nov. 30, 2020).

¹⁷ See <https://insideevs.com/news/342671/my-chevy-bolt-is-on-third-battery-pack-heres-why/> (last accessed Nov. 30, 2020).

41. GM publicly announced the Battery Defect in the form of a recall on November 13, 2020.¹⁸ GM Recall number N202311730 revealed, in pertinent part, that “GM has decided that a defect which relates to motor vehicle safety exists in select 2017-2019 model year Chevrolet Bolt EV vehicles ... that may pose a risk of fire ... GM has developed software that will limit vehicle charging to 90% of full capacity... .”

GM Recall #:	NHTSA #	Date Issued:
N202311730	20V701	Nov 13, 2020
Recall Title: High Voltage Battery May Melt or Burn		
Recall Description: General Motors has decided that a defect which relates to motor vehicle safety exists in select 2017-2019 model year Chevrolet Bolt EV vehicles. A select number of these vehicles were built with high voltage batteries produced at LG Chem's Ochang, Korea facility that may pose a risk of fire when charged to full, or very close to full, capacity. While our investigation into this condition continues, GM has developed software that will limit vehicle charging to 90% of full capacity to mitigate this risk.		
Safety Risk Description: If the batteries in select vehicles within this population are charged to full capacity, or very close to full capacity, the batteries may pose a risk of fire.		
Repair Description: As an interim remedy, dealers will reprogram the hybrid propulsion control module 2 (HPCM2) to limit full charge to 90%.		
Customer Action: For more information, customers can visit www.chevy.com/boltevre recall or contact the Chevrolet EV Concierge 1-833-EVCHEVY or their preferred dealer.		
Recall Status: INCOMPLETE		

¹⁸https://my.gm.com/recalls?vin=1G1FX6S07J4120452&evar36=eml_monthly_onstar_OVD&vcls=662483105 (last visited Nov. 30, 2020).

42. Instead of offering owners a full recall to completely replace the defective battery, GM only instituted a software update, a mere band-aid to provide a less than suitable temporary remedy for a significant and potentially dangerous defect. However, the “Recall Status [remained] “IMCOMPLETE” and only an “interim remedy” to limit the full charge of the battery was actually deployed.

43. Specifically, the only “fix” that appears to have been provided by GM is a software update that results in reducing the range of the Class Vehicles 10% below what was advertised.

44. This can hardly be said to be an upgrade at all; if anything, it only adds to the “range anxiety” that Chevrolet Bolt vehicles already create – the deep-seated fear of many electric vehicle drivers that their vehicle will not have sufficient mileage or power to get them from point A to point B safely.¹⁹

45. While “GM said it understands owners could be upset about their cars not being fully functional”, it will only “address complaints on a case-by-case basis.”²⁰ To date, Plaintiff is unaware of any legitimate measure taken by GM to actually fix the underlying battery issue other than its provision of an upgrade in the vehicle’s software to reduce the battery’s charging capacity.

46. Upon information and belief, no further remedial measures have been taken, and GM has yet to provide Plaintiff and Class Members with a permanent solution to remedy the Battery Defect.

¹⁹ See Brooks, Allen, *EV “Range Anxiety”: Real World Issues*, MasterResource (July 10, 2017), available: <https://www.masterresource.org/electric-vehicles/ev-batteries/> (last accessed Nov. 30, 2020).

²⁰ <https://abcnews.go.com/Technology/wireStory/gm-recalling-69k-bolt-electric-cars-due-fire-74194714> (last visited Nov. 30, 2020).

D. Plaintiff's Experiences with the Chevrolet Bolt

47. Plaintiff's experiences with his Class Vehicle are in line with countless other Chevrolet Bolt owners' and lessees' complaints about and experiences with this vehicle.

48. In or around August 2019, Plaintiff Torres purchased a used 2017 Chevrolet Bolt (VIN No. 1G1FX6S02H4184134) from an authorized dealership in Downers Grove, Illinois.

49. Plaintiff Torres purchased his Chevrolet Bolt as a pleasure vehicle, but also to commute to work, which is a 162-mile roundtrip door-to-door from his home in Bolingbrook, Illinois to his employer in Kenosha, Wisconsin. His wife and his daughter occasionally drive the car as well.

50. Plaintiff Torres made the decision to purchase the Chevrolet Bolt after considering GM's representations about the vehicle, including the reported 238-mile range. He chose the Chevy Bolt based primarily on its represented range, particularly considering his long commute to work.

51. After Plaintiff Torres was notified about the recall on or around November 13, 2020, within two weeks, he brought his 2017 Chevrolet Bolt to the local dealership for the software fix.

52. After his dealership installed the software fix, the estimated range on Plaintiff Torres's car declined and was drastically less than the range of 238 miles that Plaintiff Torres expected he would be getting when he purchased his vehicle.

53. The software patch installed on Plaintiff Torres's vehicle reduces the range of the vehicle. Plaintiff Torres is concerned about the range falling even further during the cold winter months in Illinois and Wisconsin, as he currently cannot turn the heat on to and from work in

order to make it back and forth to work. Prior to installing the software patch, Plaintiff Torres was able to use the heat in his car to and from work.

54. Plaintiff Torres now has range anxiety on his long commute to work due to the reduced range after the software update, which is a major concern for him.

55. When Plaintiff Torres purchased his Chevrolet Bolt, however, he was not aware of the Battery Defect, or that the only purported “fix” to prevent a battery fire would greatly reduce his vehicle’s range and battery capacity.

56. Had GM disclosed the defect in its battery causing a lower range for a single charge or the battery’s propensity to catch fire, Plaintiff Torres would not have purchased the Chevrolet Bolt or would have paid substantially less for it.

E. Numerous Other Chevrolet Bolt Owners and Lessees Have Complained of the Defect

57. Plaintiff’s experience is neither unique nor isolated. Defendant’s defective Chevrolet Bolt has drawn the attention and ire of consumers around the country, with countless angry customers taking to the Internet to voice their discontent over their vehicles and the response (or lack thereof) by GM.

58. A small sample of the countless consumer complaints and negative reviews about the Chevrolet Bolt Battery Defect issue are reproduced below [all *sic*]:

a. NHTSA

- October 30, 2020 NHTSA ID NUMBER: 11372429

Incident Date October 21, 2020

IN THE EARLY MORNING HOURS OF OCTOBER 21ST, AROUND 3AM, WE WERE WOKEN UP BY SMOKE/FIRE ALARMS. WE STARTED RUNNING AROUND OUR HOME TO IDENTIFY THE CAUSE OF THE ALARM. AFTER ABOUT 5 MINUTES OF SEARCHING INSIDE THE HOME AND FINDING NOTHING, WE REALIZED THAT THERE WAS SOME SMELL OF SMOKE COMING FROM THE GARAGE

AND WHEN THE MUDROOM DOOR WHICH LEADS TO THE GARAGE WAS OPENED, WE FOUND THAT THE CHEVY BOLT WAS ON FIRE AND THERE WAS LOT OF SMOKE IN THE GARAGE. THE CHEVY BOLT WAS PARKED/STATIONARY IN DOOR 3 SECTION OF THE GARAGE AND OUR OTHER CAR WAS PARKED IN DOOR 1 SECTION OF THE GARAGE. THE DOOR 2 SECTION OF THE GARAGE WAS EMPTY AT THE TIME OF THE INCIDENT. WITH CHEVY BOLT ON FIRE, WE SAW THAT THE DOOR 3 SECTION OF THE GARAGE WAS ENGULFED IN FLAMES AND FILLED WITH SMOKE. WE TRIED TO USE THE FIRE EXTINGUISHER TO PUT-OFF THE FIRE BUT COULD NOT CONTAIN THE SPREAD OF THE FIRE. THE CHEVY BOLT WAS KEPT FOR CHARGING OVERNIGHT , AS HAS BEEN THE GENERAL PRACTICE THAT WE HAVE BEEN FOLLOWING FOR AROUND 2 YEARS. WE CALLED 911 AS SOON AS WE SAW THE GARAGE IN FLAMES AND FIRE ENGINES ARRIVED WITHIN 15 MINUTES BUT THE FIRE HAD SPREAD WIDELY AND CAUSED RAMPANT DAMAGES TO THE ENTIRE GARAGE INCLUDING THE OTHER CAR, BEDROOM ON THE TOP OF THE GARAGE IN THE SECOND FLOOR AND THE BEDROOM ADJOINING THE GARAGE IN THE FIRST FLOOR. WHILE ALL THE OCCUPANTS OF THE HOME GOT OUT WITHIN AROUND 8 MINUTES OF HEARING THE FIRE ALARM, THE FIRE AND HEAT/SMOKE SPREAD QUICKLY TO WASHER/DRYER SECTION, EAT IN DINING, KITCHEN, FAMILY ROOM AND FORMAL DINING ROOM. THE OTHER SECTIONS OF THE HOME INCLUDING THE FOYER, OFFICE ROOM, SUN ROOM AND ALL OF THE BEDROOMS UPSTAIRS WERE QUICKLY FILLED BY SMOKE AND SOOT. THE HEAT INSIDE THE HOME WAS SO MUCH THAT ONE CAN LITERALLY SEE THE FRAMING STUDS. THE TOWNSHIP FIRE AND POLICE DEPARTMENT ARRIVED PROMPTLY ON THE SCENE AND HAVE BEEN DILIGENTLY FOLLOWING UP ON THE INVESTIGATION.²¹

²¹ See <https://www.nhtsa.gov/vehicle/2019/CHEVROLET/BOLT%2520EV/5%2520HB/FWD> (last accessed Nov. 30, 2020).

- October 16, 2020 NHTSA ID NUMBER: 11364692

Incident Date October 16, 2020

CHEVY BOLT FINISHED CHANGING AND THEN STARTED TO SMOKE FROM UNDER THE CAR. THE SOUND OF POPPING NOISES WERE HEARD AND THEN 10 MINUTES LATER THE CAR WAS ENGULFED IN FLAMES. THE CARS BATTERY PACK STARTING POPPING THEN EXPLODED IN FLAMES.²²

- July 17, 2020 NHTSA ID NUMBER: 11339878

Incident Date July 4, 2020

MY 2019 CHEVY BOLT WAS FULLY CHARGED AND DRIVEN FOR 12 MILES TO OUR DESTINATION, A TOWNHOUSE DEVELOPMENT WITH PRIVATE OUTDOOR OPEN PARKING. WE ARRIVED AROUND 7:30PM, PARKED IT AND TURNED IT OFF. 20 MINS LATER A NEIGHBOR RANG OUR DOORBELL BECAUSE THERE WAS 20 FOOT HIGH HEAVY WHITE/GRAY SMOKE CLOUD COMING OUT THE BACK OF THE CAR. I CALLED 911 AND FIREFIGHTERS DOUSED THE CAR WITH WATER FOR AN HOUR AFTER SMASHING THE REAR WINDOW TO GET ACCESS TO THE SMOKING AREA. THEY LEFT, LESS THAN AN HOUR LATER I CALLED 911 AGAIN B/C THE SMOKE RESTARTED. SMOLDERING WAS SO HOT IT PARTLY BURNED THE BACKSEAT. ONCE THE CAR WAS COOL ENOUGH IT WAS TOWED TO THE DEALERSHIP WHERE IT WAS ORIGINALLY PURCHASED. THERE IT BEGAN TO SMOKE AGAIN. 911 WAS CALLED AND FIREFIGHTERS PUT OUT THE SMOKE ONCE AGAIN. THIS TIME THE SMOKE WAS SMALL AND STARTED ON THE AREA WHERE THE BACKSEAT WAS PREVIOUSLY LOCATED; MINUTES LATER THE SAME HEAVY SMOKE CAME OUT FAST FROM UNDERNEATH THE FRONT PASSENGER SIDE. THE POLICE WERE THERE TO WITNESS THAT INCIDENT. IT WAS AROUND MIDNIGHT THEN. 3 SPONTANEOUS COMBUSTIONS IN 4 HOURS; DOOR CAMERA VIDEOS DIDN'T PICK UP MOVEMENT BETWEEN

²² See *id.*

OUR ARRIVAL AND THE NEIGHBOR RINGING THE BELL; ONSTAR REPORTS DON'T SHOW ANYTHING ELECTRICALLY WRONG WITH THE CAR; NO ALTERATIONS HAD BEEN MADE TO IT; AND THE DASHBOARD DIDN'T SHOW ANY WARNINGS DURING THAT ONE LAST TRIP. BASED ON THE ABOVE, I BELIEVE THE PROBLEM WAS A HIGH VOLTAGE BATTERY RUNAWAY THERMAL EVENT.

EVEN THOUGH THE CAR IS STILL UNDER GM'S WARRANTY, THEY REFUSE TO INVESTIGATE BECAUSE WE CALLED OUR INSURANCE FIRST INSTEAD OF GM (PER GM'S PRODUCT ASSISTANCE CLAIM TEAM). THE CAR IS CURRENTLY AT AIIA AND GM COULD GO INVESTIGATE. BUT THEY WON'T. HOW MANY OTHER BOLTS ARE SPONTANEOUSLY COMBUSTING AND PEOPLE GETTING HURT? HOW MANY WILL IT TAKE FOR GM TO CARE? THIS CAR'S DAMAGE LOOKS SIMILAR TO MINE²³

b. Twitter

- From @MegMcCutch on 11/2020²⁴

1. So the recall for the Chevy Bolt was because the main battery is a fire hazard. Their fix? To permanently reduce the battery max charge by 10%. Class action lawsuit anyone? Not worth \$40k.

c. Detroit Free Press

- From craig c. 2 weeks ago:²⁵

1. If the technology is truly there wouldn't they replace the battery and rework the charging hardware so you can charge to 100 percent? There "FIX" means you just lost 10 percent of your range

²³ See <https://www.nhtsa.gov/vehicle/2019/CHEVROLET/BOLT%2520EV/5%2520HB/FWD> (last accessed Nov. 30, 2020).

²⁴ <https://twitter.com/MegMcCutch/status/1329974156713201667>

²⁵ See <https://cm.freep.com/comment/?storyUrl=https%3A%2F%2Fwww.freep.com%2Fstory%2Fmon ey%2Fcars%2Fgeneral-motors%2F2020%2F11%2F13%2Fgm-recalls-chevy-bolts-fire-risk%2F6280041002%2F&marketName=freep&commentsopen=false> (last accessed Nov. 30, 2020).

d. Reddit

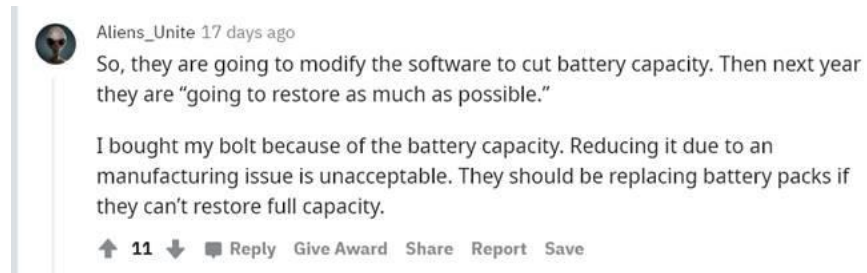
- From IAMA_HOMO_AMA 17 days ago:²⁶



- From effects MT, TM3 17 days ago:²⁷



- From Aliens Unite 17 days ago:²⁸



F. GM Sold and Continues to Sell Class Vehicles with Knowledge of the Battery Defect

59. As set forth above, GM marketed, distributed, and sold Chevrolet Bolt vehicles in multiple states across the nation, including in the State of Illinois.

²⁶ See https://www.reddit.com/r/BoltEV/comments/jtl07l/bolt_recall/ (last accessed Nov. 30, 2020).

²⁷ See *id.*

²⁸ See https://www.reddit.com/r/technology/comments/jtscgg/gm_recalls_68000_electric_chevy_bolts_over/ (last accessed Nov. 30, 2020).

60. GM knew or should have known that the Class Vehicles were being advertised and sold with false and misleading representations regarding the range of the Class Vehicles and the risk of fire posed by the defective batteries. However, despite this knowledge, GM has failed to compensate owners and lessees who purchased Class Vehicles. Instead, GM has implemented a temporary software update which comes at a significant cost to functionality, reducing the battery capacity and resulting mileage capabilities by 10%.

61. Due to these defects, the Chevrolet Bolt is defective and is not fit for its intended purpose.

62. As a result of GM's unfair, deceptive and/or fraudulent business practices, Class Members have been deprived of the benefit of their bargain, lost use of their Class Vehicles for extended periods of time, been exposed to dangerous conditions, and have incurred lost time and out-of-pocket costs. Class Vehicles also have suffered a diminution in value due to the Battery Defect.

CLASS ALLEGATIONS

63. Plaintiff brings this action on his own behalf, and on behalf of the following Nationwide Class pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and/or 23(b)(3), defined as follows:

All purchasers and lessees of model year 2017-2019 Chevrolet Bolt vehicles who purchased for end use and not for resale.

64. Plaintiff brings this action on his own behalf, and on behalf of the following Illinois Class pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and/or 23(b)(3), defined as follows:

All purchasers and lessees of model year 2017-2019 Chevrolet Bolt vehicles who purchased or leased their vehicle in the State of Illinois for end use and not for resale.

65. Together, the Nationwide Class and the Illinois Class shall be collectively referred to herein as the “Class.”

66. Excluded from the Class are: Defendant, its affiliates, subsidiaries, parents, successors, predecessors, any entity in which Defendant or its parents have a controlling interest; Defendant’s current and former employees, officers and directors; the Judge(s) and/or Magistrate(s) assigned to this case; any person who properly obtains exclusion from the Class; any person whose claims have been finally adjudicated on the merits or otherwise released; and the parties’ counsel in this litigation. Plaintiff reserves the right to modify, change, or expand the Class definitions based upon discovery and further investigation.

67. **Numerosity**: The Class is so numerous that joinder of all members is impracticable. While the exact number and identities of individual Class Members are unknown at this time, such information being in the sole possession of Defendant and obtainable by Plaintiff only through the discovery process, Plaintiff believes, and on that basis alleges, that tens of thousands of Class Members have been subjected to the conduct by Defendant alleged herein. Indeed, as stated above, reports indicate that between 2017 – 2019 more than 57,000 Chevy Bolt vehicles have been sold nationwide.²⁹

68. **Existence/Predominance of Common Questions of Fact and Law**: Common questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting individual Class Members. These common legal and factual questions include, but are not limited to:

- a. Whether GM engaged in the conduct alleged herein;

²⁹ <https://gmauthority.com/blog/gm/chevrolet/bolt-ev/chevrolet-bolt-ev-sales-numbers/> (last visited Nov. 22, 2020).

b. Whether GM knew about the Battery Defect but failed to disclose it and its consequences to GM customers of Class Vehicles;

c. Whether a reasonable consumer would consider the Battery Defect or its consequences to be material;

d. Whether GM's conduct alleged herein violates consumer protection statutes, false advertising laws, warranty laws, and other laws as asserted herein;

e. Whether Plaintiff and Class Members overpaid for their Class Vehicles in light of the Battery Defect;

f. Whether Plaintiff and Class Members are entitled to damages, including punitive damages, as a result of GM's conduct alleged herein, and if so, the amount or proper measure of those damages; and

g. Whether Plaintiff and Class Members are entitled to equitable relief, including but not limited to restitution and/or injunctive relief.

69. **Typicality**: All of Plaintiff's claims are typical of the claims of the Class since Plaintiff and all Class Members were injured in the same manner by Defendant's uniform course of conduct described herein. Plaintiff and all Class Members have the same claims against Defendant relating to the conduct alleged herein, and the same events giving rise to Plaintiff's claims for relief are identical to those giving rise to the claims of all Class Members. Plaintiff and all Class Members sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of Defendant's wrongful conduct in selling and failing to remedy defective Class Vehicles. Plaintiff is advancing the same claims and legal theories on behalf of themselves and all absent Class Members.

70. **Adequacy**: Plaintiff is an adequate representative for the Class because his interests do not conflict with the interests of the Class that he seeks to represent. Plaintiff has retained counsel competent and highly experienced in complex class action litigation – including consumer fraud and automobile defect class action cases – and counsel intends to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiff and his counsel.

71. **Superiority**: A class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiff and all Class Members. The injury suffered by each individual Class Member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendant's conduct. It would be virtually impossible for members of the Class individually to redress effectively the wrongs done to them by Defendant. Even if Class Members could afford such individual litigation, the court system could not. Individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized litigation increases the delay and expense to all parties, and to the court system, presented by the complex legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, an economy of scale, and comprehensive supervision by a single court. Upon information and belief, members of the Class can be readily identified and notified based upon, *inter alia*, the records (including databases, e-mails, dealership records and files, *etc.*) Defendant maintains regarding its sales and leases of Class Vehicles.

72. Defendant has acted, and refuses to act, on grounds generally applicable to the Class, thereby making appropriate final equitable relief with respect to the Class as a whole.

COUNT I
Common Law Fraud

73. Plaintiff repeats and incorporates by reference each and every allegation contained in the foregoing paragraphs.

74. Defendant made material omissions concerning a presently existing or past fact. For example, Defendant did not fully and truthfully disclose to its customers the true nature of the inherent Battery Defect. A reasonable consumer would have expected that the Chevy Bolt would not be defective and pose a serious safety risk. The facts concealed or not disclosed by Defendant to Plaintiff and Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease Defendant's Class Vehicles or pay a lesser price. Had Plaintiff and the Class known about the defective nature of the Class Vehicles and their Battery Defect, they would not have purchased or leased the Class Vehicles or would have paid less for them. As a result, Plaintiff and the other Class members were fraudulently induced to lease and/or purchase the Class Vehicles with the said defects and all of the resultant problems.

75. These omissions were made by Defendant with knowledge of their falsity, and with the intent that Plaintiff and Class Members rely upon them.

76. Plaintiff and Class Members reasonably relied on these omissions, and suffered damages as a result. To the extent that Defendant's conduct was willful, oppressive or malicious, Plaintiff and Class Members are entitled to an award of punitive damages.

COUNT II
**Violation of Illinois Consumer Fraud and Deceptive Business Practices Act
(815 Ill. Comp. Stat. 505/1, et seq. and 720 Ill. Comp. Stat. 295/1A)**

77. Plaintiff repeats and incorporates by reference each and every allegation contained in the foregoing paragraphs.

78. Plaintiff brings this claim on behalf of himself and on behalf of the members of the Illinois Class.

79. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. 505/2 prohibits unfair or deceptive acts or practices in connection with any trade or commerce. Specifically, the Act prohibits suppliers from representing that their goods are of a particular quality or grade they are not.

80. Defendant is a “person” as that term is defined in the Illinois Consumer Fraud and Deceptive Practices Act, 815 Ill. Comp. Stat. 505/1(c).

81. Plaintiff is a “consumer” as that term is defined in the Illinois Consumer Fraud and Deceptive Practices Act, 815 Ill. Comp. Stat. 505/1(e).

82. Defendant’s unfair or deceptive acts or practices occurred repeatedly in its trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

83. Defendant knew that the Class Vehicles’ batteries were defectively designed or manufactured, would fail prematurely, and were not suitable for their intended use.

84. Defendant had the duty to Plaintiff and the Class members to disclose the Battery Defect and the defective nature of the Class Vehicles because:

- a. Defendant was in a superior position to know the true state of facts about the Battery Defect and its associated costs;
- b. Plaintiff and the Class members could not reasonably have been expected to learn or discover that the Class Vehicles had defects until those defects became manifest;

- c. Defendant knew that Plaintiff and the Class members could not reasonably have been expected to learn about or discover the Battery Defect and the effect it would have on the Class Vehicles' range and energy efficiency.

85. In failing to disclose the Battery Defect and its resulting safety risks and efficiency decreases, Defendant has knowingly and intentionally concealed material facts and breached its duty to disclose.

86. The facts Defendant concealed or did not disclose to Plaintiff and the Class members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase the Class Vehicles or pay a lesser price. Had Plaintiff and the Class known the Class Vehicles were defective, they would not have purchased the Class Vehicles or would have paid less for them.

87. Defendant's conduct caused Plaintiff's damages as alleged.

88. As a result of Defendant's wrongful conduct, Plaintiff and the Illinois Class have been damaged in an amount to be proven at trial, including, but not limited to, actual damages, court costs, and reasonable attorneys' fees pursuant to 815 Ill. Comp. Stat. 505/1, *et seq.*

COUNT III
Violation of Illinois Uniform Deceptive Trade Practices Act
(815 Ill. Comp. Stat. 505/1, *et seq.* and 720 Ill. Comp. Stat. 295/1A)

89. Plaintiff repeats and incorporates by reference each and every allegation contained in the foregoing paragraphs.

90. Plaintiff brings this claim on behalf of himself and on behalf of the members of the Illinois Class.

91. 815 Ill. Comp. Stat. 510/2 provides that a "person engages in a deceptive trade practice when, in the course of his or her business, vocation, or occupation," the person does any

of the following: “(2) causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services; . . . (5) represents that goods or services have sponsorship, approval, characteristics ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he or she does not have; . . . (7) represents that goods or services are of a particular standard, quality, or grade or that goods are a particular style or model, if they are of another; . . . (9) advertises goods or services with intent not to sell them as advertised; . . . [and] (12) engages in any other conduct which similarly creates a likelihood of confusion or misunderstanding.”

92. Defendant is a “person” within the meaning of 815 Ill. Comp. Stat. 510/1(5).

93. The Class Vehicles sold to Plaintiff and the Illinois Class were not of the particular sponsorship, approval, characteristics, ingredients, uses benefits, or qualities represented by Defendant.

94. The Class Vehicles sold to Plaintiff and the Illinois Class were not of the particular standard, quality, and/or grade represented by Defendant.

95. Defendant caused to be made or disseminated through Illinois and the United States, through advertising, marketing, and other publications, statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care Defendant should have known to be untrue and misleading to consumers, including Plaintiff and other Class members.

96. Defendant has violated section 17500 because its misrepresentations and omissions regarding the safety, reliability, functionality, and energy efficiencies of the Class Vehicles were material and likely to deceive a reasonable consumer.

97. Plaintiff and the other Illinois Class members have suffered injuries in fact, including the loss of money or property, resulting from Defendant's unfair, unlawful, and/or deceptive practices. In purchasing or leasing their Class Vehicles, Plaintiff and the other Illinois Class members relied on Defendant's misrepresentations and/or omissions with respect to the Class Vehicles' safety and reliability. Defendant's representations were untrue because it distributed the Class Vehicles with the Battery Defect. Had Plaintiff and the other Class members known this, they would not have purchased or leased the Class Vehicles or would not have paid as much for them. Accordingly, Plaintiff and the other Illinois Class members did not receive the benefit of their bargain.

98. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of GM's business. GM's wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated, both in the state of Illinois and nationwide.

99. Defendant's conduct was knowing and/or intentional and/or with malice and/or demonstrated a complete lack of care and/or reckless and/or was in conscious disregard for the rights of Plaintiff and the Illinois Class.

100. As a result of the foregoing wrongful conduct of Defendant, Plaintiff and the Illinois Class have been damaged in an amount to proven at trial, including, but not limited to actual and punitive damages, equitable relief and reasonable attorneys' fees.

COUNT IV
Breach of Implied Warranty of Merchantability
(810 Ill. Comp. Stat. 5/2-314 and 810 Ill. Comp. Stat. 5/2A-212)

101. Plaintiff repeats and incorporates by reference each and every allegation contained in the foregoing paragraphs.

102. Plaintiff brings this claim on behalf of himself and on behalf of the members of the Illinois Class.

103. Defendant impliedly warranted that its vehicles were of good and merchantable quality and fit, and safe for their ordinary intended use – transporting the driver and passengers in reasonable safety during normal operation, and without unduly endangering them or members of the public.

104. Defendant breached the implied warranty that the Class Vehicle was merchantable and safe for use as public transportation by marketing, advertising, distributing and selling Class Vehicles with the common design and manufacturing defect.

105. These defects existed at the time the Class Vehicles left Defendant's manufacturing facilities and at the time they were sold to Plaintiff.

106. These defects were the direct and proximate cause of damages to Plaintiff and the Illinois Class.

COUNT V
Breach of Express Warranty
(810 Ill. Comp. Stat. 5/2-313)

107. Plaintiff repeats and incorporates by reference each and every allegation contained in the foregoing paragraphs.

108. Plaintiff brings this claim on behalf of himself and on behalf of the members of the Illinois Class.

109. Defendant expressly warranted – through statements and advertisements – that the Class Vehicles were of high quality, and at a minimum, would work properly and safely.

110. Defendant breached this warranty by knowingly selling vehicles with dangerous defects.

111. Plaintiff and the Illinois Class have been damaged as a direct and proximate result of Defendant's breaches in that the Class Vehicles purchased by Plaintiff and the Illinois Class were, and are, worth far less than what they paid to purchase, which was reasonably foreseeable to Defendant. Benefits associated with the defective designs and manufacturing are vastly outweighed by the real risks associated with the Battery Defect.

112. The Class Vehicles were defective as herein alleged at the time they left Defendant's factories, and the vehicles reached Plaintiff and Class Members without substantial change in the condition in which they were sold.

113. As a direct and proximate result of Defendant's breaches, Plaintiff and the Illinois Class have suffered damages, including, but not limited to, diminution in value, return of lease payments and penalties, and injunctive relief related to future lease payments or penalties.

COUNT VI
Fraudulent Concealment / Fraud by Omission

114. Plaintiff repeats and incorporates by reference each and every allegation contained in the foregoing paragraphs.

115. Plaintiff brings this claim on behalf of himself and on behalf of the members of the Class.

116. Defendant intentionally concealed the above-described material safety information, or acted with reckless disregard for the truth, and denied Plaintiff and the Class highly relevant information to their purchasing decision.

117. Defendant further affirmatively misrepresented to Plaintiff in advertising and other forms of communication, including standard and uniform material provided with each car that the vehicles it was selling were new, had no significant defects and would perform and operate properly when driven in normal usage.

118. Defendant knew these representations were false when made.

119. The Class Vehicles purchased or leased by Plaintiff and the Class were, in fact, defective, unsafe, and unreliable, because the vehicles' batteries were susceptible to bursting into flame when fully charged or nearly fully charged.

120. Defendant had a duty to disclose that these vehicles were defective, unsafe and unreliable in that the vehicles were subject to battery failure because Plaintiff relied on Defendant's material representations that the Class Vehicle's battery could be safely charged to permit the vehicles to travel for a reported range of 238 miles on a single full charge.

121. The aforementioned concealment was material because if it had been disclosed Plaintiff would not have bought or leased the vehicle or would have bought or leased the vehicle at a substantially reduced price.

122. The aforementioned representations were material because they were facts that would typically be relied on by a person purchasing or leasing a new motor vehicle. Defendant knew or recklessly disregarded that its representations were false, but intentionally made the false statements to sell vehicles.

123. Plaintiff relied on Defendant's reputation – along with Defendant's failure to disclose and Defendant's affirmative assurance that its vehicles would safely and reliably travel the disclosed driving range – when purchasing Defendant's Class Vehicle.

124. Plaintiff and the Class have been injured in an amount to be proven at trial, including, but not limited to, their lost benefit of the bargain and overpayment at the time of purchase and/or the diminished value of the Class Vehicles.

125. Defendant's conduct was knowing, intentional, with malice, and demonstrated a complete lack of care and was in reckless disregard for the rights of Plaintiff and the Class. Plaintiff and the Class are therefore entitled to an award of punitive damages.

COUNT VII
Unjust Enrichment

126. Plaintiff repeats and incorporates by reference each and every allegation contained in the foregoing paragraphs.

127. Plaintiff and Class Members have overpaid for their defective Class Vehicles in amounts that they would not have paid to purchase or lease the vehicles had they known of the deceleration defect.

128. Defendant has been unjustly enriched by these overpayments which were obtained by the conduct described herein, and equity militates against Defendant retaining these ill-gotten gains.

129. Defendant should be required to relinquish the monies it obtained and disgorge its profits from sales of defective Chevy Bolt vehicles as restitution to place Plaintiff and Class Members in the position in which they would have been had Defendant not knowingly sold Class Vehicles with a concealed Battery Defect that causes a potential vehicle fire.

COUNT VIII
Breach of Express Warranty

130. Plaintiff repeats and incorporates by reference each and every allegation contained in the foregoing paragraphs.

131. Plaintiff and other Class Members formed a contract with Defendant at the time they purchased their Class Vehicles. The terms of the contract include the promised and affirmation of fact and express warranties made by Defendant.

132. Defendant's 2018 and 2019 Limited Warranty and Owner Assistance Information provides that, "in addition to the express conditions and warranties" and the "Bumper-to-Bumper Coverage" of 3 years/36,000 miles, Defendant will "warrant certain components for each Chevrolet...Bolt EV...for 8 years or 100,000 miles...against warrantable repairs to the specific electric propulsion components of the vehicle" which includes repair and replacement to the "Electric Propulsion Battery."³⁰

133. Plaintiff and Class Members' Class vehicles did not perform as promised due to the Defect.

134. Defendant has actual knowledge that it breached the express warranties with Plaintiff and Class Members related to the Class Vehicles.

135. Defendant breached the terms of the express warranties with Plaintiff and Class Members by not providing the Class Vehicles with properly functioning batteries.

136. Plaintiff sought assistance for his Class Vehicle from Defendant pursuant to its recall during the express warranty period. However, no permanent fix is available and his Class Vehicle has not been repaired and restored to the condition warranted.

137. As the foreseeable and actual result of Defendant's breach of express warranties, Plaintiff and Class Members were damaged in an amount that is the difference between the value of the Class Vehicles if they had possessed batteries as warranted and performed as represented, and the value of the Class Vehicles they actually received.

³⁰ <https://www.chevrolet.com/content/dam/chevrolet/na/us/english/index/owners/warranty/02-pdfs/2018-chevrolet-limited-warranty-and-owner-assistance-information.pdf>; https://www.chevrolet.com/content/dam/chevrolet/na/us/english/index/owners/warranty/02-pdfs/19_CHEV_WM_.pdf; ; see also, <https://www.chevrolet.com/important-information>

COUNT IX

Violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*

138. Plaintiff repeats and incorporates by reference each and every allegation contained in the foregoing paragraphs.

139. Plaintiff is a “consumer within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

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

141. The Class Vehicles are a “consumer product” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

142. The Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(d)(1) provides for a cause of action for any consumer who is damaged by the failures of a warrantor to comply with a written warranty.

143. Defendant’s representations as described herein that Class Vehicles sold to Plaintiff and other Class Members have “an EPA-estimated 238 miles” on “a full charge” and “offers more than 383 km of range” and “top off your battery as much or as little as you like” are written warranties within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6).³¹

³¹ <https://web.archive.org/web/20171011012928/http://www.chevrolet.com/bolt-ev-electric-vehicle#charging>;
<https://web.archive.org/web/20190421140946/https://www.chevrolet.com/previous-year/bolt-ev-electric-car>;
https://web.archive.org/web/20180929091633/https://www.chevrolet.com/electric/bolt-ev-electric-car?cmp=OLA_DISPLAY_20519044_211515933_411199255_77369262;
<https://media.chevrolet.com/media/ca/en/chevrolet/vehicles/Bolt-EV/2017.html>;
<https://media.chevrolet.com/media/ca/en/chevrolet/vehicles/Bolt-EV/2018.html>;
<https://media.chevrolet.com/media/ca/en/chevrolet/vehicles/Bolt-EV/2019.html>

144. Through written and implied warranties, Defendant warranted that the Class Vehicles are free from defects, of merchantable quality, and fit for their ordinary use.

145. Defendant breached the warranties as described herein. Contrary to Defendant's representation, Plaintiff and other Class Members were subject to the Defect and were faced with the choice of limiting their battery charge to 90% or be subjecting themselves to risk of a potential car fire. As such, Plaintiff's and other Class Members' Class Vehicles did not perform as promised and unfit and unreasonably dangerous for ordinary use.

146. Defendant knew, or should have known, of the Battery Defect in the Class Vehicles.

147. Defendant knew, or should have known, of its misrepresentations and omission regarding the capabilities of the Class Vehicles, yet proceeded with a coordinated advertising campaign through which Defendant promised that the Class Vehicles have "an EPA-estimated 238 miles" on "a full charge" and "offer[s] more than 383 km of range" and that Plaintiff and Class Members can "top off your battery as much or as little as you like."

148. Plaintiff and Class Members were damaged as a result of the Defendant's breach of warranty, because they received a product incapable of performing the as Defendant represented, and a product unfit and dangerous for its ordinary use, rendering the Class Vehicles less valuable than as represented.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, hereby requests that this Court enter an Order against Defendant providing the following:

- A. Certification of the proposed Class, appointment of Plaintiff as representative of the Class and counsel of record as Class Counsel;

- B. Injunctive relief temporarily and permanently enjoining Defendant from continuing to engage in the unlawful conduct alleged herein;
- C. Payment to Plaintiff and Class Members of all out-of-pocket expenses resulting from or arising from the Battery Defect alleged herein;
- D. An award of all actual, general, special, incidental, statutory, punitive, and consequential damages to which Plaintiff and Class members are entitled (including, without limitation, any payments made to Chevrolet dealers to address the Battery Defect);
- E. An award of pre- and post-judgment interest on any amounts awarded;
- F. Any additional appropriate equitable, injunctive and/or declaratory relief, including, without limitation, an order that requires Defendant to repair, recall, and/or replace the Class Vehicles and to extend applicable warranties to a reasonable period of time, and to provide Plaintiff and Class Members with appropriate curative notice regarding the existence and cause of the Battery Defect;
- G. An award of reasonable attorneys' fees, expenses, and costs of suit; and
- H. All such other or further relief as the Court may find to be appropriate.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: December 1, 2020

By: s/ Ben Barnow

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**U.S. District Court
California Northern District (Oakland)
CIVIL DOCKET FOR CASE #: 4:20-cv-08106-JSW**

Zahariudakis v. General Motors, LLC
Assigned to: Judge Jeffrey S. White
Demand: \$5,000,000
Cause: 15:2301 Magnuson-Moss Warranty Act

Date Filed: 11/17/2020
Jury Demand: Plaintiff
Nature of Suit: 355 Motor Vehicle Prod.
Liability
Jurisdiction: Federal Question

Plaintiff

GEORGE ZAHARIUDAKIS

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V.

Defendant

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Date Filed	#	Docket Text
11/17/2020	<u>1</u>	COMPLAINT WITH JURY DEMAND against All Defendants (Filing fee \$ 400, receipt number 0971-15205381.). Filed byGEORGE ZAHARIUDAKIS. (Attachments: # <u>1</u> Civil Cover Sheet)(Friedman, Todd) (Filed on 11/17/2020) Modified on 11/19/2020 (anjS, COURT STAFF). (Entered: 11/17/2020)
11/17/2020	<u>2</u>	Proposed Summons. (Friedman, Todd) (Filed on 11/17/2020) (Entered: 11/17/2020)
11/18/2020	<u>3</u>	Civil Cover Sheet by GEORGE ZAHARIUDAKIS . (Friedman, Todd) (Filed on 11/18/2020) (Entered: 11/18/2020)
11/19/2020	4	<p>Case assigned to Magistrate Judge Kandis A. Westmore.</p> <p>Counsel for plaintiff or the removing party is responsible for serving the Complaint or Notice of Removal, Summons and the assigned judge's standing orders and all other new case documents upon the opposing parties. For information, visit <i>E-Filing A New Civil Case</i> at http://cand.uscourts.gov/ecf/caseopening.</p> <p>Standing orders can be downloaded from the court's web page at www.cand.uscourts.gov/judges. Upon receipt, the summons will be issued and returned electronically. Counsel is required to send chambers a copy of the initiating documents pursuant to L.R. 5-1(e)(7). A scheduling order will be sent by Notice of Electronic Filing (NEF) within two business days. Consent/Declination due by 12/3/2020. (mbcS, COURT STAFF) (Filed on 11/19/2020) (Entered: 11/19/2020)</p>
11/20/2020	<u>5</u>	Summons Issued as to General Motors, LLC. (anjS, COURT STAFF) (Filed on 11/20/2020) (Entered: 11/20/2020)
11/20/2020	<u>6</u>	Initial Case Management Scheduling Order with ADR Deadlines: Case Management Statement due by 2/16/2021. Initial Case Management Conference set for 2/23/2021 01:30 PM in Oakland, - To be determined. (anjS, COURT STAFF) (Filed on 11/20/2020) (Entered: 11/20/2020)
12/04/2020	<u>7</u>	CLERK'S NOTICE TO PLAINTIFF Re: Consent or Declination: Plaintiff shall file a consent or declination to proceed before a magistrate judge. Note that any party is free to withhold consent to proceed before a magistrate judge without adverse substantive consequences. The forms are available at: http://cand.uscourts.gov/civilforms . Consent/Declination due by 12/18/2020. (amgS, COURT STAFF) (Filed on 12/4/2020) (Entered: 12/04/2020)
12/11/2020	<u>8</u>	CONSENT/DECLINATION to Proceed Before a US Magistrate Judge by GEORGE ZAHARIUDAKIS.. (Friedman, Todd) (Filed on 12/11/2020) (Entered: 12/11/2020)
12/22/2020	<u>9</u>	STIPULATION re <u>1</u> Complaint, (<i>Stipulation to Extend Time to Respond to the Complaint</i>) filed by General Motors, LLC. and George Zahariudakis. (Nadolenco, John) (Filed on 12/22/2020) Modified on 12/23/2020 (anjS, COURT STAFF). (Entered: 12/22/2020)
12/23/2020	<u>10</u>	CLERK'S NOTICE TO DEFENDANT Re: Consent or Declination: Defendant shall file a consent or declination to proceed before a magistrate judge. Note that any party is free to withhold consent to proceed before a magistrate judge without adverse substantive consequences. The forms are available at: http://cand.uscourts.gov/civilforms . Consent/Declination due by 1/6/2021. (dtmS, COURT STAFF) (Filed on 12/23/2020) (Entered: 12/23/2020)

12/23/2020		<p>Electronic filing error. Incorrect case number.</p> <p>Please ensure that all documents filed have the case number 4:20-cv-08106-KAW .</p> <p>No further action is necessary. Re: 9 Stipulation filed by General Motors, LLC, GEORGE ZAHARIUDAKIS (anjS, COURT STAFF) (Filed on 12/23/2020) (Entered: 12/23/2020)</p>
12/24/2020	11	<p>CONSENT/DECLINATION to Proceed Before a US Magistrate Judge by General Motors, LLC.. (Nadolenco, John) (Filed on 12/24/2020) (Entered: 12/24/2020)</p>
12/27/2020	12	<p>CLERK'S NOTICE OF IMPENDING REASSIGNMENT TO A U.S. DISTRICT COURT JUDGE: The Clerk of this Court will now randomly reassign this case to a District Judge because either (1) a party has not consented to the jurisdiction of a Magistrate Judge, or (2) time is of the essence in deciding a pending judicial action for which the necessary consents to Magistrate Judge jurisdiction have not been secured. You will be informed by separate notice of the district judge to whom this case is reassigned.</p> <p>ALL HEARING DATES PRESENTLY SCHEDULED BEFORE THE CURRENT MAGISTRATE JUDGE ARE VACATED AND SHOULD BE RE-NOTICED FOR HEARING BEFORE THE JUDGE TO WHOM THIS CASE IS REASSIGNED.</p> <p><i>This is a text only docket entry; there is no document associated with this notice.</i> (dtmS, COURT STAFF) (Filed on 12/27/2020) (Entered: 12/27/2020)</p>
12/28/2020	13	<p>ORDER REASSIGNING CASE. Case reassigned using a proportionate, random, and blind system pursuant to General Order No. 44 to Judge Jeffrey S. White for all further proceedings. Magistrate Judge Kandis A. Westmore no longer assigned to case, Notice: The assigned judge participates in the Cameras in the Courtroom Pilot Project. See General Order No. 65 and http://cand.uscourts.gov/cameras. Signed by the Clerk on 12/28/2020. (Attachments: # 1 Notice of Eligibility for Video Recording) (anjS, COURT STAFF) (Filed on 12/28/2020) (Entered: 12/28/2020)</p>
12/28/2020	14	<p>ORDER SETTING CASE MANAGEMENT CONFERENCE AND REQUIRING JOINT CASE MANAGEMENT CONFERENCE STATEMENT. Signed by Judge JEFFREY S. WHITE on 12/28/20.</p> <p>Joint Case Management Statement due by 2/26/2021. Initial Case Management Conference set for 3/5/2021 11:00 AM in Oakland, - Telephonic Only.</p> <p>This proceeding will be held by AT&T Conference Line. The court circulates the following conference number to allow the equivalent of a public hearing by telephone.</p> <p>For conference line information, see: https://apps.cand.uscourts.gov/telhr/</p> <p>All counsel, members of the public and press please use the following dial-in information below to access the conference line:</p> <p>Dial In: 1-888-684-8852</p> <p>Access Code: 8583698#</p> <p>The Court may be in session with proceedings in progress when you connect to the conference line. Therefore, mute your phone if possible and wait for the Court to address you before speaking on the line. For call clarity, parties shall NOT use</p>

speaker phone or earpieces for these calls, and where at all possible, parties shall use landlines.

PLEASE NOTE: Persons granted access to court proceedings held by telephone or videoconference are reminded that photographing, recording, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited. See General Order 58 at Paragraph III.

(jjoS, COURT STAFF) (Filed on 12/28/2020) (Entered: 12/28/2020)

PACER Service Center			
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01/21/2021 06:43:27			
PACER Login:	mcdonaldbm:5740297:5738635	Client Code:	chevy bolt
Description:	Docket Report	Search Criteria:	4:20-cv-08106-JSW
Billable Pages:	3	Cost:	0.30

1 2. Manufacturer, GENERAL MOTORS, LLC (“Manufacturer” or
2 “Defendant” or “GM”), is a limited liability company, authorized to do business in
3 the State of California and is engaged in the manufacture, sale, and distribution of
4 motor vehicles and related equipment and services. Manufacturer is also in the
5 business of marketing, supplying and selling written warranties to the public at large
6 through a system of authorized dealerships. Manufacturer does business in all
7 counties of the State of California.

8 **JURISDICTION AND VENUE**

9 3. This Court has subject matter jurisdiction of this action pursuant to the
10 Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §§ 1332(d)(2) and (6)
11 because: (i) there are 100 or more class members; (ii) there is an aggregate amount
12 in controversy exceeding \$5,000,000.00 exclusive of interest and costs; and (iii)
13 there is minimal diversity because at least one plaintiff and one defendant are citizens
14 of different states. This Court also has supplemental jurisdiction over the state law
15 claims pursuant to 28 U.S.C. § 1367.

16 4. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391
17 because Defendant GENERAL MOTORS, LLC regularly transacts substantial
18 business in this district, is subject to personal jurisdiction in this district, and
19 therefore is deemed to be citizens of this district. Additionally, Defendant has
20 advertised in this district and has received substantial revenue and profits from their
21 sales and/or leasing of Class Vehicles in this district; therefore, a substantial part of
22 the events and/or omissions giving rise to the claims occurred, in part, within this
23 district.

24 5. This Court has personal jurisdiction over Defendants because they have
25 conducted substantial business in this judicial district, and intentionally and

purposefully placed Class Vehicles into the stream of commerce within California and throughout the United States

BACKGROUND

6. Plaintiff GEORGE ZAHARIUDAKIS brings this action individually for himself and on behalf of all persons who purchased or leased in California certain vehicles equipped with uniform and uniformly defective battery systems designed, manufactured, distributed, warranted, marketed, and sold or leased by Defendant GENERAL MOTORS, LLC as described below.

7. On or about March 4, 2019, Plaintiff entered a purchase agreement for a new 2019 Chevrolet Bolt EV (“Chevy Bolt”), manufactured by Manufacturer, Vehicle Identification No. 1G1FZ6S04K4118427.

8. This action is brought to remedy violations of law in connection with GENERAL MOTORS, LLC design, manufacture, marketing, advertising, selling, warranting, and servicing of the Class Vehicles. The Class Vehicles’ battery systems have a serious manufacturing defect that causes the battery system to be unreasonably dangerous. As a result, the Plaintiff and members of the proposed class have been cautioned not to charge the battery in excess of 90%, or the battery is at risk of exploding, or catching fire. There is no recall for the defect, nor is there any fix offered by the Defendant at this time.

9. On information and belief, the battery system is manufactured in substantially the same manner in all Class Vehicles, and does not vary from vehicle to vehicle in its construction, operation, or control.

10. Plaintiff believes that the unreasonably dangerous and defective battery is dangerous to his health, and the safety of Plaintiff and others who may ride in his vehicle.

1 11. In consideration for the purchase of the Class Vehicles, Manufacturer
2 issued and supplied to Plaintiff and the Class Members several written warranties,
3 as well as other standard warranties fully outlined in the Manufacturer's Warranty
4 Booklet.

5 12. On information and belief, prior to the manufacture and sale of the
6 Class Vehicles, Defendant knew of the battery system defect through internal
7 sources, testing, and consumer complaints, including when Class Members brought
8 the Class Vehicle to Defendant for inspection. Yet despite this knowledge,
9 Defendant failed to disclose and actively concealed the battery system defect from
10 Class Members and the public, and continued to entice consumers to purchase the
11 Class Vehicles without remedying the underlying extremely dangerous issues with
12 the defective battery systems.

13 13. When Plaintiff, and other putative class members, complained about
14 the defective and dangerous battery system, Defendant refused to remedy the
15 system, or perform a recall, and informed him that he should, under no
16 circumstances, charge the battery above 90%. Defendant has publicly stated that
17 there is no recall available that will remedy this problem.

18 14. Based on Plaintiff's information and belief, Defendant knew all along
19 that this problem was widespread, had no fix available, and nevertheless kept selling
20 to consumers, like Plaintiff.

21 15. The defects listed below violate the express written warranties issued
22 to Plaintiff by manufacturer, as well as the implied warranty of merchantability.

23 16. Plaintiff brought the vehicle to seller and/or other authorized service
24 dealers of manufacturer to attempt repair on the above referenced defects, but
25

1 Defendant's failed to and were unable to remedy the underlying problem of the
2 defective battery system.

3 17. Plaintiff, and class members, provided Manufacturer through Seller
4 and/or other authorized dealers of Manufacturer sufficient opportunities to repair the
5 vehicle.

6 18. As a result of the Defendant's alleged misconduct, Plaintiffs and Class
7 Members were harmed and suffered actual damages, in that the Class Vehicles have
8 manifested, and continue to manifest, the battery system defect, and Defendant has
9 not provided a permanent remedy for this Defect. Furthermore, Plaintiff and the
10 Class Members justifiably lost confidence in the Class Vehicles' reliability and said
11 defects have substantially impaired the value of the Class Vehicles to Plaintiff and
12 the putative class.

13 **The Battery System Defect**

14 19. On or about March 4, 2019, Plaintiff entered a purchase agreement for
15 a new 2019 Chevrolet Bolt EV ("Chevy Bolt"), manufactured by Manufacturer,
16 Vehicle Identification No. 1G1FZ6S04K4118427.

17 20. On or about October 2020, Plaintiff became aware that the National
18 Highway Traffic Safety Administration (NHTSA) launched an investigation into
19 reports from owners of Chevrolet Bolt EV that their vehicles were catching fire while
20 charging. According to reports, GM identified a total of five Bolt EV fires caused
21 by defective battery packs in vehicles.

22 21. In November 2020, GM announced a recall affecting all model year
23 2017 and 2018 Bolt EVs, as well as certain 2019 Bolt EVs.

24 22. However, even despite awareness of this vehicle defect, there was no
25

1 repair or fix made available to owners of those affected vehicles. GM only offered a
2 software update to prevent the vehicles from charging beyond 90 percent.

3 23. Instead of taking back customer's vehicles and putting them into newer,
4 safer, vehicles, GM stated that their engineers were "working around the clock to
5 identify a permanent fix."¹

6 CLASS ALLEGATIONS

7 24. Plaintiff brings this action for himself and on behalf of the Class
8 Members. Plaintiff is informed and believe that, because of the defective battery
9 systems, the Class Vehicles are dangerous to drive, put their drivers at risk of injury,
10 fire, or death, as admitted by the Defendant.

11 25. Plaintiff brings this lawsuit as a class action on behalf of himself and
12 all other similarly situated individuals pursuant to California Code of Civil
13 Procedure ("CCP") section 382.

14 26. Plaintiff brings this class action on behalf of himself and all other
15 similarly situated members of the proposed class (the "Class"), defined as follows:

16 **All persons or entities in the United States who are**
17 **current or former owners and/or lessees of 2017-2019**
18 **Chevrolet Bolt.**

19 27. Excluded from the Class are: (1) GENERAL MOTORS, LLC, any
20 entity or division in which GENERAL MOTORS, LLC has a controlling interest,
21 and its legal representatives, officers, directors, assigns, and successors; (2) the
22 Judge to whom this case is assigned and the Judge's staff; (3) governmental entities;
23 and (4) claims for personal injuries resulting from the facts alleged herein. Plaintiffs
24 reserve the right to amend the Class definitions if discovery and further investigation

25
¹ <https://my.chevrolet.com/how-to-support/safety/boltevre recall>

1 reveal that the Class should be expanded, divided into subclasses, or modified in any
2 other way.

3 28. In the alternative to the Nationwide Class, and pursuant to Federal
4 Rules of Civil Procedure 23(c)(5), Plaintiffs seek to represent the following state
5 classes only in the event that the Court declines to certify the Nationwide Class
6 above:

7 **California Sub-Class: All persons or entities in**
8 **California who are current or former owners and/or**
9 **lessees of 2017-2019 Chevrolet Bolts (“the California**
10 **Sub-Class”)**

11 29. **Numerosity:** Although the exact number of Class Members is
12 uncertain and can only be ascertained through appropriate discovery, the number is
13 great enough such that joinder is impracticable. The disposition of the claims of these
14 Class Members in a single action will provide substantial benefits to all parties and
15 to the Court. The Class Members are readily identifiable from information and
16 records in Defendant’s possession, custody, or control, as well as from records kept
17 by the Department of Motor Vehicles of various states. Plaintiff believes, and on that
18 basis alleges, that thousands of Class Vehicles have been sold and leased in each of
19 the States that are the subject of the Classes.

20 30. **Typicality:** The claims of the representative Plaintiff are typical of the
21 claims of the Class in that the representative Plaintiff, like all Class Members, leased
22 a Class Vehicle designed, manufactured, and distributed by Defendants in which the
23 battery system was defective and there has been no remedy made available. The
24 representative Plaintiff, like all Class Members, has been damaged by Defendants’
25 misconduct, and is forced to remain in an unsafe and dangerous vehicle.

Furthermore, the factual bases of Defendants' misconduct are common to all Class Members and represent a common thread of fraudulent, deliberate, and negligent misconduct resulting in injury to all Class Members.

31. As used herein, the term "Class Members" shall mean and refer to the members of the Classes described above.

32. Plaintiff reserves the right to amend the Class, and to add additional subclasses, if discovery and further investigation reveals such action is warranted.

33. No violations alleged in this complaint are contingent on any individualized interaction of any kind between class members and Defendant.

34. Rather, all claims in this matter arise from the identical, false, affirmative representations of the services, when in fact, such representations were false.

35. **Existence and Predominance of Common Questions of Fact and**

Law: There are common questions of law and fact as to the Class Members that predominate over questions affecting only individual members, including but not limited to:

- a. Whether Defendant engaged in unlawful, unfair, or deceptive business practices in selling Class Products to Plaintiff and other Class Members;
- b. Whether Defendants made misrepresentations with respect to the Class Products sold to consumers;
- c. Whether the Class Vehicles and their batteries are defectively manufactured such that they are not suitable for their intended use;
- d. Whether the fact that the Class Vehicles suffer from a Battery Defect would be considered material by a reasonable consumer;

- e. Whether the fact that the Class Vehicles suffer from a defect that could cause fire or injury, would be considered material by a reasonable consumer;
- f. Whether Defendants profited from both the sale of the vehicles that had battery defects;
- g. Whether Defendants were aware of the Battery Defect before the Class Vehicles were first sold to consumers;
- h. Whether Defendants continued to sell Class Vehicles to consumers after they were aware of the Battery Defect;
- i. Whether Defendants violated California Bus. & Prof. Code § 17200, et seq.
- j. Whether Defendants breached the warranty provided to Class Members;
- k. Whether Defendant breached the implied warranty provided to Class Members;
- l. Whether Plaintiff and Class Members are entitled to equitable and/or injunctive relief;
- m. Whether Defendants' unlawful, unfair, and/or deceptive practices harmed Plaintiff and Class Members; and
- n. The method of calculation and extent of damages for Plaintiff and Class Members.

36. The claims of Plaintiff are not only typical of all class members, they are identical.

37. All claims of Plaintiff and the class are based on the exact same legal

1 theories. Plaintiff has no interest antagonistic to, or in conflict with, the class.
2 Plaintiff is qualified to, and will, fairly and adequately protect the interests of each
3 Class Member, because Plaintiff bought Class Products from Defendants during
4 the Class Period.

5 38. **Adequate Representation**: Plaintiff will fairly and adequately protect
6 the interests of the Class Members. Plaintiff has retained attorneys experienced in
7 the prosecution of class actions, including consumer and product defect class
8 actions, and Plaintiff intends to prosecute this action vigorously.

9 39. **Predominance and Superiority**: Plaintiff and the Class Members have
10 all suffered and will continue to suffer harm and damages as a result of Defendant's
11 unlawful and wrongful conduct. A class action is superior to other available methods
12 for the fair and efficient adjudication of the controversy. Absent a class action, most
13 Class Members would likely find the cost of litigating their claims prohibitively high
14 and would therefore have no effective remedy at law. Because of the relatively small
15 size of the individual Class Members' claims, it is likely that only a few Class
16 Members could afford to seek legal redress for Defendant's misconduct. Absent a
17 class action, Class Members will continue to incur damages, and Defendant's
18 misconduct will continue without remedy. Class treatment of common questions of
19 law and fact would also be a superior method to multiple individual actions or
20 piecemeal litigation in that class treatment will conserve the resources of the courts
21 and the litigants and will promote consistency and efficiency of adjudication

22 40. Defendant's unlawful, unfair and/or fraudulent actions concerns the
23 same business practices described herein irrespective of where they occurred or
24 were experienced. Plaintiff's claims are typical of all Class Members as
25 demonstrated herein.

41. Plaintiff will thoroughly and adequately protect the interests of the class, having retained qualified and competent legal counsel to represent herself and the class. Common questions will predominate, and there will be no unusual manageability issues.

COUNT I
BREACH OF WRITTEN WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
(On Behalf Of The Nationwide Class, or Alternatively, The California Sub-Class)

42. Plaintiff realleges and incorporates by reference as fully set forth herein, paragraphs 1-41 of this Complaint.

43. Plaintiff is a purchaser of a consumer product who received the Chevy Bolt during the duration of a written warranty period applicable to the Chevy Bolt and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

44. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiff.

45. Seller is an authorized dealership/agent of Manufacturer designed to perform repairs on vehicles under Manufacturer's automobile warranties.

46. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section, 2301 et. Seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the Class Vehicles were manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

47. Defendants expressly warranted that the Class Vehicles were of high quality and, at minimum, would actually work properly. Defendants also expressly warranted that they would repair and/or replace defects in material and/or

workmanship free of charge that occurred during the new vehicle and certified pre-owned (“CPO”) warranty periods.

48. Plaintiff and all Class Members’ purchase of the Class Vehicles were accompanied by written factory warranties for any non-conformities or defects in materials or workmanship, comprising an undertaking in writing in connection with the purchase of the Class Vehicles, to repair the Class Vehicles, or take other remedial action free of charge to Plaintiff and the Class Members with respect to the Class Vehicles in the event that the Class Vehicles failed to meet the specifications set forth in said undertaking.

49. Said warranties were the basis of the bargain of the contract between the Plaintiff and Class Members and Manufacturer for the sale of the Class Vehicles to Plaintiff and the Class Members.

50. Said purchase of the Class Vehicles was induced by, and Plaintiff and the Class Members relied upon, these written warranties.

51. Plaintiff and the Class Members have met all of their obligations and preconditions as provided in the written warranties.

52. Defendants breached this warranty by selling to Plaintiff and the Class Members the Class Vehicles with known battery problems, which are not of high quality, and which are predisposed to fail prematurely and/or fail to function properly, and could possibly cause a fire or injury.

53. As a direct and proximate result of Manufacturer’s failure to comply with its express written warranties, Plaintiff and the Class Members have suffered damages and, in compliance with 15 U.S.C. §2310(d), Plaintiff is entitled to bring suit for such damages and other equitable relief.

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COUNT II
BREACH OF IMPLIED WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
(On Behalf Of The Nationwide Class, Or Alternatively, The California
SubClass)

54. Plaintiff realleges and incorporates by reference as through fully set forth herein, paragraphs 1-53 of this complaint.

55. The Class Vehicles purchased by Plaintiff and the Class Members were subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from the Manufacturer to the intended consumer, Plaintiff and the Class Members herein.

56. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff and the Class Members.

57. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of purchase to perform services relating to the maintenance or repair of a motor vehicle.

58. Pursuant to 15 U.S.C. §2308, the Class Vehicles were impliedly warranted to be substantially free of defects and non-conformities in both material and workmanship, and thereby fit for the ordinary purpose for which the Class Vehicles were intended.

59. The Class Vehicles were warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the vehicle contained in the contracts and labels.

60. The above described defects in the Class Vehicles render the Class Vehicles unfit for the ordinary and essential purpose for which the Class Vehicles were intended.

1 61. As a result of the breaches of implied warranty by Manufacturer,
2 Plaintiff has suffered and continues to suffer various damages.

3 **COUNT III**
4 **BREACH OF IMPLIED WARRANTY**
5 **(Song-Beverly Act)**
6 **(On Behalf of the The California SubClass)**

7 62. Plaintiff incorporates by reference each allegation set forth above.

8 63. The Class Vehicles purchased by Plaintiff and Class Members were
9 subject to an implied warranty of merchantability as defined in Cal. Civ. Code §1790
10 running from the Manufacturer to the intended consumer, Plaintiff and the Class
11 Members herein.

12 64. Manufacturer is a supplier of consumer goods as a person engaged in
13 the business of making a consumer product directly available to Plaintiff.

14 65. Manufacturer is prohibited from disclaiming or modifying any implied
15 warranty under Cal. Civ. Code §1790.

16 66. Pursuant to Cal. Civ. Code §1790, the Class Vehicles were impliedly
17 warranted to be fit for the ordinary use for which the Class Vehicles were intended.

18 67. The Class Vehicles were warranted to pass without objection in the
19 trade under the contract description, and was required to conform to the descriptions
20 of the vehicle contained in the contracts and labels.

21 68. The above described defects in the Class Vehicles caused it to fail to
22 possess even the most basic degree of fitness for ordinary use.

23 69. As a result of the breaches of express warranty by Manufacturer,
24 Plaintiff has suffered and continues to suffer various damages.
25

COUNT IV
BREACH OF EXPRESS WARRANTY
(Song-Beverly Act)
(On Behalf of The California SubClass)

70. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

71. Plaintiff brings this Count on behalf of the California Sub-Class.

72. Plaintiff and the other Class Members who purchased or leased the Class Vehicles in California are “buyers” within the meaning of California Civil Code § 1791(b).

73. The Class Vehicles are “consumer goods” within the meaning of California Civil Code § 1791(a).

74. GM is a “manufacturer” of the Class Vehicles within the meaning of California Civil Code § 1791(j).

75. Plaintiff and the other Class Members bought/leased new motor vehicles manufactured by Defendants.

76. Defendants made express warranties to Plaintiff and the other Class Members within the meaning of California Civil Code §§ 1791.2 and 1793.2, as described above.

77. As set forth above in detail, the Class Vehicles are inherently defective in that the Battery Defects in the Class Vehicles substantially impairs the use, value, and safety of the Class Vehicles to reasonable consumers like Plaintiff and the other Class Members.

78. As a result of Defendants’ breach of their express warranties, Plaintiff and the other Class Members received goods whose dangerous condition substantially impairs their value to Plaintiff and the other Class Members. Plaintiffs

and the other Class Members have been damaged as a result of, inter alia, the diminished value of Defendant's products, the products' malfunctioning, and the nonuse of their Class Vehicles.

79. Pursuant to California Civil Code §§ 1793.2 & 1794, Plaintiff and the other Class Members are entitled to damages and other legal and equitable relief including, at their election, the purchase price of their Class Vehicles, or the overpayment or diminution in value of their Class Vehicles.

80. Pursuant to California Civil Code § 1794, Plaintiff and the other Class Members are entitled to costs and attorneys' fees.

COUNT V
VIOLATION OF UNFAIR BUSINESS PRACTICES ACT
(Cal. Bus. & Prof. Code §§ 17200 et seq.)
(On Behalf of The California Subclass)

81. Plaintiff incorporates by reference each allegation set forth above.

82. Actions for relief under the unfair competition law may be based on any business act or practice that is within the broad definition of the UCL. Such violations of the UCL occur as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required to provide evidence of a causal connection between a defendants' business practices and the alleged harm--that is, evidence that the defendants' conduct caused or was likely to cause substantial injury. It is insufficient for a plaintiff to show merely that the Defendant's conduct created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of unfair competition covers any single act of misconduct, as well as ongoing misconduct.

UNFAIR

83. California Business & Professions Code § 17200 prohibits any "unfair . . . business act or practice." Defendant's acts, omissions, misrepresentations, and practices as alleged herein also constitute "unfair" business acts and practices within

1 the meaning of the UCL in that its conduct is substantially injurious to consumers,
2 offends public policy, and is immoral, unethical, oppressive, and unscrupulous as
3 the gravity of the conduct outweighs any alleged benefits attributable to such
4 conduct. There were reasonably available alternatives to further Defendant's
5 legitimate business interests, other than the conduct described herein. Plaintiff
6 reserves the right to allege further conduct which constitutes other unfair business
7 acts or practices. Such conduct is ongoing and continues to this date.

8 84. In order to satisfy the "unfair" prong of the UCL, a consumer must
9 show that the injury: (1) is substantial; (2) is not outweighed by any countervailing
10 benefits to consumers or competition; and, (3) is not one that consumers themselves
11 could reasonably have avoided.

12 85. Here, Defendant's conduct has caused and continues to cause
13 substantial injury to Plaintiff and members of the Class. Plaintiff and members of
14 the Class have suffered injury in fact due to Defendant's decision to knowingly sell
15 defective Class Vehicles, with no remedy or fix available for the known defect.
16 Thus, Defendant's conduct has caused substantial injury to Plaintiff and the
17 members of the Proposed Nationwide Class and Sub-Class.

18 86. Moreover, Defendant's conduct as alleged herein solely benefits
19 Defendant while providing no benefit of any kind to any consumer. Such deception
20 utilized by Defendant convinced Plaintiff and members of the Class that the Class
21 Products were of a certain luxury value and price, in order to induce them to spend
22 money on said Class Products. In fact, knowing that Class Products were not of a
23 suitable quality to be sold, due to the defective battery system, Defendant unfairly
24 profited from their sale. Thus, the injury suffered by Plaintiff and the members of
25 the Sub-Class is not outweighed by any countervailing benefits to consumers.

87. Finally, the injury suffered by Plaintiff and members of the Sub-Class

1 is not an injury that these consumers could reasonably have avoided. After
 2 Defendant falsely represented the quality of the Class Products, Plaintiff and class
 3 members suffered injury in fact due to Defendant's sale of Class Products to them.
 4 Defendant failed to take reasonable steps to inform Plaintiff and class members that
 5 the Class Products were in a permanently defective condition, due to the defects with
 6 the battery system. As such, Defendant took advantage of Defendant's position of
 7 perceived power in order to deceive Plaintiff and the Class members to purchase the
 8 class vehicles. Therefore, the injury suffered by Plaintiff and members of the Class
 9 is not an injury which these consumers could reasonably have avoided.

10 88. Thus, Defendant's conduct has violated the "unfair" prong of California
 11 Business & Professions Code § 17200.

12 **FRAUDULENT**

13 89. California Business & Professions Code § 17200 prohibits any
 14 "fraudulent ... business act or practice." In order to prevail under the "fraudulent"
 15 prong of the UCL, a consumer must allege that the fraudulent business practice was
 16 likely to deceive members of the public.

17 90. The test for "fraud" as contemplated by California Business and
 18 Professions Code § 17200 is whether the public is likely to be deceived. Unlike
 19 common law fraud, a § 17200 violation can be established even if no one was
 20 actually deceived, relied upon the fraudulent practice, or sustained any damage.

21 91. Here, not only were Plaintiff and the Class members likely to be
 22 deceived, but these consumers were actually deceived by Defendant. Such
 23 deception is evidenced by the fact that Plaintiff agreed to purchase Class Products
 24 under the basic assumption that they were of a suitable quality and merchantable
 25 condition, when in fact they were not suitable to be sold, and were being sold with
 an inherent defect in the battery systems. Plaintiff's reliance upon Defendant's
 deceptive statements is reasonable due to the unequal bargaining powers of

1 Defendant and Plaintiff. For the same reason, it is likely that Defendant's fraudulent
2 business practice would deceive other members of the public.

3 92. As explained above, Defendant deceived Plaintiff and other Class
4 Members by representing the Class Products as being in a merchantable condition,
5 and thus falsely represented the Class Products.

6 93. Thus, Defendant's conduct has violated the "fraudulent" prong of
7 California Business & Professions Code § 17200.

8 **UNLAWFUL**

9 94. California Business and Professions Code Section 17200, et seq.
10 prohibits "any unlawful...business act or practice."

11 95. As explained above, Defendant deceived Plaintiff and other Class
12 Members by representing the Class Products of a certain, non-defective, quality, and
13 unfairly deceived Plaintiff and other Class members by representing that that these
14 products were suitable for sale, when they knew that they were not.

15 96. Defendant used false misrepresentations to induce Plaintiff and Class
16 Members to purchase the Class Products, in violation of California Business and
17 Professions Code Section 17500, et seq. Had Defendant not falsely misrepresented
18 the quality of the Class Products, Plaintiff and Class Members would not have
19 purchased the Class Products. Defendant's conduct therefore caused and continues
20 to cause economic harm to Plaintiff and Class Members.

21 97. These representations by Defendant is therefore an "unlawful" business
22 practice or act under Business and Professions Code Section 17200 *et seq.*

23 98. Defendant has thus engaged in unlawful, unfair, and fraudulent
24 business acts entitling Plaintiff and Class Members to judgment and equitable relief
25 against Defendant, as set forth in the Prayer for Relief. Additionally, pursuant to
Business and Professions Code section 17203, Plaintiff and Class Members seek an

1 order requiring Defendant to immediately cease such acts of unlawful, unfair, and
2 fraudulent business practices and requiring Defendant to correct its actions.

3 **COUNT VI**
4 **BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**
5 **(On Behalf of The Nationwide Class Or, Alternatively, The California**
6 **Subclass)**

7 99. Plaintiff and the Class incorporate by reference each preceding and
8 succeeding paragraph as though fully set forth at length herein.

9 100. Plaintiff brings this claim on behalf of herself and on behalf of the
10 members of the Nationwide Class or, alternatively the California Sub-Class.

11 101. Every contract in California contains an implied covenant of good
12 faith and fair dealing. The implied covenant of good faith and fair dealing is an
13 independent duty and may be breached even if there is no breach of a contract's
14 express terms.

15 102. Plaintiff has complied with and performed all conditions of the
16 purchase contract.

17 103. Defendants breached the covenant of good faith and fair dealing by,
18 inter alia, failing to notify Plaintiffs and Class Members of the Battery Defects in the
19 Class Vehicles, and failing to fully and properly repair this defect.

20 104. Defendants acted in bad faith and/or with a malicious motive to deny
21 Plaintiff and the Class Members some benefit of the bargain originally intended by
22 the parties, thereby causing them injuries in an amount to be determined at trial.

23 **PRAYER FOR RELIEF**

24 a) Plaintiff requests that this Court award Plaintiff and the Class all forms
25 of relief, including without limitation, both statutory and actual
damages, attorneys' fees and costs, equitable relief, and all other forms
of relief that this Court finds due and proper.

b) For an order certifying this action as a class action;

- 1 c) For an order appointing Plaintiff as representative of the Class and her
2 counsel of record as Class counsel;
- 3 d) For an award of actual, general, special, incidental, statutory,
4 compensatory and consequential damages on claims brought under the
5 California Unfair Competition Law, breach of express and implied
6 warranties under all relevant statutes, and breach of the covenant of
7 good faith and fair dealing and in an amount to be proven at trial;
- 8 e) For an order requiring Defendants to disgorge, restore, and return all
9 monies wrongfully obtained together with interest calculated at the
10 maximum legal rate

11 **PLAINTIFF HEREBY REQUESTS A JURY TRIAL IN THIS
12 MATTER.**

13 Date: November 17, 2020

LAW OFFICES OF TODD M. FRIEDMAN,
P.C.

14
15 By: /s/ Todd M. Friedman
16 TODD M. FRIEDMAN, ESQ.
17 Attorneys for Plaintiff
18
19
20
21
22
23
24
25

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
GEORGE ZAHARIUDAKIS, on behalf of himself, and all others similarly situated

(b) County of Residence of First Listed Plaintiff Sonoma
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Law Offices of Todd M. Friedman 21550 Oxnard Street, Suite 780
Woodland Hills CA 91367

DEFENDANTS
General Motors, LLC

County of Residence of First Listed Defendant Los Angeles
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff

☒ 3 Federal Question
(U.S. Government Not a Party)

☐ 2 U.S. Government Defendant

☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<div>110 Insurance</div> <div>120 Marine</div> <div>130 Miller Act</div> <div>140 Negotiable Instrument</div> <div>150 Recovery of Overpayment Of Veteran's Benefits</div> <div>151 Medicare Act</div> <div>152 Recovery of Defaulted Student Loans (Excludes Veterans)</div> <div>153 Recovery of Overpayment of Veteran's Benefits</div> <div>160 Stockholders' Suits</div> <div>190 Other Contract</div> <div>195 Contract Product Liability</div> <div>196 Franchise</div>	<div>PERSONAL INJURY</div> <div>310 Airplane</div> <div>315 Airplane Product Liability</div> <div>320 Assault, Libel & Slander</div> <div>330 Federal Employers' Liability</div> <div>340 Marine</div> <div>345 Marine Product Liability</div> <div>350 Motor Vehicle</div> <div><input checked="" type="checkbox"/> 355 Motor Vehicle Product Liability</div> <div>360 Other Personal Injury</div> <div>362 Personal Injury -Medical Malpractice</div> <div>CIVIL RIGHTS</div> <div>440 Other Civil Rights</div> <div>441 Voting</div> <div>442 Employment</div> <div>443 Housing/ Accommodations</div> <div>445 Amer. w/Disabilities--Employment</div> <div>446 Amer. w/Disabilities--Other</div> <div>448 Education</div> <div>PERSONAL INJURY</div> <div>365 Personal Injury -- Product Liability</div> <div>367 Health Care/ Pharmaceutical Personal Injury Product Liability</div> <div>368 Asbestos Personal Injury Product Liability</div> <div>PERSONAL PROPERTY</div> <div>370 Other Fraud</div> <div>371 Truth in Lending</div> <div>380 Other Personal Property Damage</div> <div>385 Property Damage Product Liability</div> <div>PRISONER PETITIONS</div> <div>HABEAS CORPUS</div> <div>463 Alien Detainee</div> <div>510 Motions to Vacate Sentence</div> <div>530 General</div> <div>535 Death Penalty</div> <div>OTHER</div> <div>540 Mandamus & Other</div> <div>550 Civil Rights</div> <div>555 Prison Condition</div> <div>560 Civil Detainee--Conditions of Confinement</div>	<div>625 Drug Related Seizure of Property 21 USC § 881</div> <div>690 Other</div> <div>LABOR</div> <div>710 Fair Labor Standards Act</div> <div>720 Labor/Management Relations</div> <div>740 Railway Labor Act</div> <div>751 Family and Medical Leave Act</div> <div>790 Other Labor Litigation</div> <div>791 Employee Retirement Income Security Act</div> <div>IMMIGRATION</div> <div>462 Naturalization Application</div> <div>465 Other Immigration Actions</div>	<div>422 Appeal 28 USC § 158</div> <div>423 Withdrawal 28 USC § 157</div> <div>PROPERTY RIGHTS</div> <div>820 Copyrights</div> <div>830 Patent</div> <div>835 Patent--Abbreviated New Drug Application</div> <div>840 Trademark</div> <div>SOCIAL SECURITY</div> <div>861 HIA (1395ff)</div> <div>862 Black Lung (923)</div> <div>863 DIWC/DIWW (405(g))</div> <div>864 SSID Title XVI</div> <div>865 RSI (405(g))</div> <div>FEDERAL TAX SUITS</div> <div>870 Taxes (U.S. Plaintiff or Defendant)</div> <div>871 IRS--Third Party 26 USC § 7609</div>	<div>375 False Claims Act</div> <div>376 Qui Tam (31 USC § 3729(a))</div> <div>400 State Reapportionment</div> <div>410 Antitrust</div> <div>430 Banks and Banking</div> <div>450 Commerce</div> <div>460 Deportation</div> <div>470 Racketeer Influenced & Corrupt Organizations</div> <div>480 Consumer Credit</div> <div>490 Cable/Sat TV</div> <div>850 Securities/Commodities/Exchange</div> <div>890 Other Statutory Actions</div> <div>891 Agricultural Acts</div> <div>893 Environmental Matters</div> <div>895 Freedom of Information Act</div> <div>896 Arbitration</div> <div>899 Administrative Procedure Act/Review or Appeal of Agency Decision</div> <div>950 Constitutionality of State Statutes</div>

V. ORIGIN (Place an "X" in One Box Only)

☒ 1 Original Proceeding

☐ 2 Removed from State Court

☐ 3 Remanded from Appellate Court

☐ 4 Reinstated or Reopened

☐ 5 Transferred from Another District (specify)

☐ 6 Multidistrict Litigation--Transfer

☐ 8 Multidistrict Litigation--Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C.A., Section, 2301 et. Seq

Brief description of cause:
Magnuson Moss Warranty Act

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.

DEMAND \$ 5,000,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) ☒ SAN FRANCISCO/OAKLAND ☐ SAN JOSE ☐ EUREKA-MCKINLEYVILLE

DATE 11/17/20

SIGNATURE OF ATTORNEY OF RECORD s/Todd M. Friedman

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
 - c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA (Eastern Division - Riverside)
CIVIL DOCKET FOR CASE #: 5:20-cv-02479-JGB-KK**

Michelle Pankow et al v. General Motors, LLC
Assigned to: Judge Jesus G. Bernal
Referred to: Magistrate Judge Kenly Kiya Kato
Cause: 28:1332 Diversity-Product Liability

Date Filed: 11/29/2020
Jury Demand: Plaintiff
Nature of Suit: 195 Contract Product
Liability
Jurisdiction: Diversity

Plaintiff

Michelle Pankow

represented by **David C. Wright**
McCune Wright Arevalo LLP
3281 East Guasti Road Suite 100
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Email: dcw@mccunewright.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

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ATTORNEY TO BE NOTICED

Plaintiff

Arthur Cohen

represented by **Mark I Richards**
(See above for address)
ATTORNEY TO BE NOTICED

Richard D McCune
(See above for address)
ATTORNEY TO BE NOTICED

Steven A Haskins
(See above for address)
ATTORNEY TO BE NOTICED

David C. Wright
(See above for address)
ATTORNEY TO BE NOTICED

Plaintiff

Bruce James Cannon

represented by **Mark I Richards**
(See above for address)
ATTORNEY TO BE NOTICED

Richard D McCune
(See above for address)
ATTORNEY TO BE NOTICED

Steven A Haskins
(See above for address)
ATTORNEY TO BE NOTICED

David C. Wright
(See above for address)
ATTORNEY TO BE NOTICED

Plaintiff

Michael Hickey

represented by **Mark I Richards**
(See above for address)
ATTORNEY TO BE NOTICED

Richard D McCune
(See above for address)
ATTORNEY TO BE NOTICED

Steven A Haskins
(See above for address)
ATTORNEY TO BE NOTICED

David C. Wright
(See above for address)
ATTORNEY TO BE NOTICED

Plaintiff

John DeRosa

represented by **Mark I Richards**

*on behalf of themselves and all others
similarly situated*

(See above for address)
ATTORNEY TO BE NOTICED

Richard D McCune
(See above for address)
ATTORNEY TO BE NOTICED

Steven A Haskins
(See above for address)
ATTORNEY TO BE NOTICED

David C. Wright
(See above for address)
ATTORNEY TO BE NOTICED

Plaintiff

E. G. P.
*a minor, by and through her Guardian ad
Litem Michelle Pankow, individually*

represented by **Mark I Richards**
(See above for address)
ATTORNEY TO BE NOTICED

Richard D McCune
(See above for address)
ATTORNEY TO BE NOTICED

Steven A Haskins
(See above for address)
ATTORNEY TO BE NOTICED

David C. Wright
(See above for address)
ATTORNEY TO BE NOTICED

V.

Defendant

General Motors, LLC

represented by **Daniel David Queen**
Mayer Brown LLP
350 South Grand Avenue 25th Floor
Los Angeles, CA 90071
213-229-9500
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ATTORNEY TO BE NOTICED

Defendant

Does

1 through 5, inclusive

Date Filed	#	Docket Text
11/29/2020	1	COMPLAINT Receipt No: ACACDC-29250941 - Fee: \$400, filed by Plaintiff E. G. P., Bruce James Cannon, Arthur Cohen, Michelle Pankow, John DeRosa. (Attorney David C. Wright added to party Bruce James Cannon(pty:pla), Attorney David C. Wright added to party Arthur Cohen(pty:pla), Attorney David C. Wright added to party John DeRosa(pty:pla), Attorney David C. Wright added to party E. G. P.(pty:pla), Attorney David C. Wright added to party Michelle Pankow(pty:pla))(Wright, David) (Entered: 11/29/2020)
11/29/2020	2	CIVIL COVER SHEET filed by Plaintiffs Bruce James Cannon, Arthur Cohen, John DeRosa, E. G. P., Michelle Pankow. (Wright, David) (Entered: 11/29/2020)
11/29/2020	3	Request for Clerk to Issue Summons on Complaint (Attorney Civil Case Opening), 1 filed by Plaintiff Bruce James Cannon, Arthur Cohen, John DeRosa, E. G. P., Michelle Pankow. (Wright, David) (Entered: 11/29/2020)
11/29/2020	4	NOTICE of Interested Parties filed by Plaintiff All Plaintiffs, identifying Michelle Pankow; Arthur Cohen; Bruce James Cannon; Michael Hickey; John DeRosa; E.G.P. a minor; and Defendant General Motors, LLC. (Wright, David) (Entered: 11/29/2020)
11/29/2020	5	AFFIDAVIT by affiant: Plaintiff Michelle Pankow re Complaint (Attorney Civil Case Opening), 1 <i>Consumer Legal Remedies Act Venue Affidavit of Plaintiff Michelle Pankow</i> filed by Plaintiffs Bruce James Cannon, Arthur Cohen, John DeRosa, E. G. P., Michelle Pankow, Michael Hickey (Wright, David) (Entered: 11/29/2020)
11/29/2020	6	PETITION for Appointment of Michelle Pankow as Guardian ad Litem for E.G.P. filed by Plaintiff Michelle Pankow. (Wright, David) (Entered: 11/29/2020)
12/01/2020	7	NOTICE OF ASSIGNMENT to District Judge Jesus G. Bernal and Magistrate Judge Kenly Kiya Kato. (lh) (Entered: 12/01/2020)
12/01/2020	8	NOTICE TO PARTIES OF COURT-DIRECTED ADR PROGRAM filed. (lh) (Entered: 12/01/2020)
12/01/2020	9	21 DAY Summons Issued re Complaint (Attorney Civil Case Opening), 1 as to Defendant General Motors, LLC. (lh) (Entered: 12/01/2020)
12/08/2020	10	STANDING ORDER upon filing of the complaint by Judge Jesus G. Bernal. (ima) (Entered: 12/08/2020)
12/09/2020	11	MINUTES (IN CHAMBERS) by Magistrate Judge Kenly Kiya Kato: Denying PETITION

		to Appoint Guardian ad Litem (Dkt. 6). No later than January 7, 2021, plaintiffs counsel must propose to the Court an alternative, non-conflicted guardian ad litem. SEE DOCUMENT FOR FURTHER INFORMATION. (twdb) (Entered: 12/09/2020)
12/22/2020	12	STIPULATION Extending Time to Answer the complaint as to General Motors, LLC answer now due 2/3/2021, re Complaint (Attorney Civil Case Opening), 1 filed by Defendant General Motors, LLC.(Attorney John Nadolenco added to party General Motors, LLC(pty:dft))(Nadolenco, John) (Entered: 12/22/2020)
01/05/2021	13	PETITION for Appointment of Andrew Pankow as Guardian ad Litem for E.G.P. filed by Plaintiff E. G. P.. (Attachments: # 1 Proposed Order Appointing Guardian ad Litem) (Wright, David) (Entered: 01/05/2021)
01/05/2021	14	ORDER by Magistrate Judge Kenly Kiya Kato: granting 13 PETITION to Appoint Guardian ad Litem. Appointing Andrew Pankow as Guardian ad Litem for E.G.P. (dts) (Entered: 01/05/2021)

PACER Service Center			
Transaction Receipt			
01/21/2021 06:50:14			
PACER Login:	mcdonaldbm	Client Code:	chevy bolt fire
Description:	Docket Report	Search Criteria:	5:20-cv-02479-JGB-KK End date: 1/21/2021
Billable Pages:	5	Cost:	0.50

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8 *Attorneys for Plaintiffs and the Putative Class*

9
10 **IN THE UNITED STATES DISTRICT COURT**
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
12

13 MICHELLE PANKOW, ARTHUR
COHEN, BRUCE JAMES CANNON,
14 MICHAEL HICKEY, and JOHN
DEROSA, on behalf of themselves and
15 all others similarly situated, and E.G.P.,
16 a minor, by and through her *Guardian*
ad Litem MICHELLE PANKOW,
individually,

17 Plaintiffs,

18 v.
19

20 GENERAL MOTORS, LLC; and Does
1 through 5, inclusive,

21 Defendants.
22
23
24
25
26
27
28

Case No.: 5:20-cv-2479

CLASS ACTION COMPLAINT

1. Violations of the Magnuson-Moss
Warranty Act, 15 U.S.C. § 2301, et seq.
2. Violations of the Consumer Legal
Remedies Act, Cal. Civ. Code § 1750, et
seq.
3. Violations of the California Unfair
Competition Law, Cal. Bus. & Prof. Code
§ 17200
4. Violation of California False Advertising
Law, Cal. Bus. & Prof. Code § 17500, et
seq.
5. Breach of Express Warranty (Based on
California Law)
6. Breach of Express Warranty (Cal. Com.
Code § 2313)
7. Breach of Implied Warranty (Cal. Com.
Code § 2314)
8. Violations of the Song-Beverly Act –
Breach of Implied Warranty. Cal. Civ.

Code §§ 1792, 1791.1, et seq.)

9. Common Law Fraudulent Concealment (Based On California Law)
10. Violation of Illinois Consumer Fraud and Deceptive Business Practices Act (815 Ill. Comp. Stat. 505/1, *et seq.* and 720 Ill. Comp. Stat. 295/A)
11. Violation of the Illinois Uniform Deceptive Trade Practices Act (815 Ill. Comp. Stat. 510/1, *et. seq.* and 720 Ill. Comp. Stat. 295/1A)
12. Breach of Implied Warranty of Merchantability (810 Ill. Comp. Stat. 5/2-314 and 810 Ill. Comp. Stat. 5/2A-212)
13. Breach of Express Warranties (810 Ill. Comp. Stat. 5/2-313)
14. Fraudulent Concealment / Fraud by Omission (Based on Illinois Law)
15. Violation of the Consumer Protection Act (Rev. Code Wash. Ann. §§ 19.86.010, et seq.)
16. Breach of Express Warranty (Rev. Code Wash. § 62A.2-313)
17. Breach of the Implied Warranty of Merchantability (Rev. Code Wash. § 62A.2-314/315)
18. Fraud by Concealment (Based on Washington Law)
19. Strict Product Liability (Based on California Law)
20. Negligence (Based on California Law)
21. Failure to Warn (Based on California Law)

DEMAND FOR JURY TRIAL

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1 **CLASS ACTION COMPLAINT**

2 Plaintiffs MICHELLE PANKOW, ARTHUR COHEN, BRUCE JAMES
3 CANNON, MICHAEL HICKEY, and JOHN DEROSA, on behalf of themselves and on
4 behalf of and a class of other similarly situated individuals, and E.G.P., a minor, by and
5 through her guardian ad litem Michelle Pankow, on behalf of herself, complain of and
6 allege the following causes of action against Defendant GENERAL MOTORS, LLC.,
7 (“GM” or “Defendant”) a California Corporation; and DOES 1 through 50, inclusive, as
8 follows:

9 **I INTRODUCTION**

10 1. Plaintiffs MICHELLE PANKOW, ARTHUR COHEN, BRUCE JAMES
11 CANNON, MICHAEL HICKEY, and JOHN DEROSA bring this class action on behalf
12 of themselves individually and a class of current and former owners and lessees of 2017-
13 2019 model year Chevrolet Bolt vehicles (collectively, the “Class Vehicles”) that were
14 marketed and sold with false representations regarding the Class Vehicles’ battery life.¹
15 Plaintiff E.G.P. brings this action on behalf of herself individually.

16 2. This action arises from the pervasive false advertisements disseminated by
17 Defendant GM that overstate the potential battery mileage of the Class Vehicles because
18 as it now acknowledges, the batteries within the Class Vehicles are dangerously defective
19 in that they are susceptible to spontaneously igniting when fully or nearly fully charged
20 (“Battery Defect”).

21 3. This action also alleges claims resulting from injuries suffered uniquely by
22 Plaintiffs Michelle Pankow and E.G.P. from damages caused by the failure of the battery
23 in Plaintiff Pankow’s car, which caused extensive damage to her home and caused
24 physical and emotional damage to both herself and her two-year-old daughter, Plaintiff
25 E.G.P.

26 _____
27 ¹ Plaintiffs reserve the right to amend or add to the vehicle models included in the
28 definition of Class Vehicles after conducting discovery.

1 4. In 2017, Defendant GM introduced a new plug-in, all-electric vehicle called
2 the Chevrolet Bolt. The Bolt was GM's version of an all-electric vehicle competing with
3 emerging all-electric vehicle lines promoted by new market entrants like Tesla, Nissan,
4 and BMW. The automobile was a critics' darling, capturing the 2017 Motor Trend Car of
5 the Year and the North American Car of the Year awards. These accolades were awarded
6 in no small part because GM claimed it had designed and manufactured a battery that
7 increased the automobile's range on a single battery charge.

8 5. To successfully market an all-electric vehicle, increased range is critical.
9 Because battery charging takes more time than re-filling a gasoline tank, an all-electric
10 vehicle's usefulness is directly related to the distance the automobile can travel before
11 needing a recharge. Therefore, electric car buyers particularly rely on manufacturer
12 representations regarding the automobile's ability to travel on a single charge. Indeed,
13 price and range are two primary considerations of consumers when deciding to purchase
14 an electric vehicle.

15 6. When Defendant began selling the Class Vehicles to the general public, it
16 represented that each vehicle had a travel range of 238 miles without recharging.
17 Defendant has made that same representation since it started marketing the Bolt to the
18 general public.

19 7. For instance, at the time of the 2017 Chevrolet Bolt's release, GM published
20 a specifications sheet disclosing that the vehicle was able to maintain a driving range of
21 an "EPA-estimated 238 miles."² The accompanying "product information" fact sheet
22 regarding the 2017 Bolt confirmed that it "offers an EPA-estimated 238 miles of range."³

23 8. The same was true for the 2018 Chevrolet Bolt's release, in which GM
24 published the same specifications sheet disclosing the vehicle's alleged EPA-estimated
25
26

27 ² See <https://media.chevrolet.com/media/us/en/chevrolet/vehicles/bolt-ev/2017.tab1.html>
28 (last visited November 23, 2020).

³ See <https://media.chevrolet.com/media/us/en/chevrolet/vehicles/bolt-ev/2017.tab1.html>
(last visited November 23, 2020).

1 238-mile battery range,⁴ and further reiterated the 238-mile range on its product
2 information fact sheet.⁵

3 9. GM also made the Bolt's 238-mile driving range part of its national
4 advertising campaign. For example, GM featured the Bolt in television advertisements
5 that expressly touted the Bolt's 238-mile range.⁶ Print advertisements, such as this
6 advertisement placed in a June 2017 edition of the Washington Post, also touted the
7 Bolt's 238-mile range capability.



4 See <https://media.chevrolet.com/media/us/en/chevrolet/vehicles/bolt-ev/2018.tab1.html>
(last visited November 23, 2020).

5 See <https://media.chevrolet.com/media/us/en/chevrolet/vehicles/bolt-ev/2018.tab1.html>
(last visited November 23, 2020).

6 See <https://www.youtube.com/watch?v=3rmwSwsAmsY> (last visited November 23, 2020).

1 10. Lithium ion batteries are a key component of electric vehicles, such as the
2 Chevrolet Bolt because of their high specific energy, high power, and long life cycle.
3 However, safety concerns related to unexpected fires have been well documented—
4 including a battery fire that happened weeks after the crash test of a Chevrolet Volt in
5 2011 and several Tesla Model S that suddenly caught fire while parked in 2019—and are
6 known to GM.

7 11. In the United States, the National Transportation Safety Board reported 17
8 Tesla and 3 BMW i3 lithium ion battery fires to the United Nations Economic
9 Commission for Europe’s Electrical Vehicle Safety International Working Group.

10 12. Lithium ion battery fires are especially dangerous because they pose fire
11 hazards which are significantly different to other fire hazards in terms of initiation,
12 spread, duration, toxicity, and extinction.

13 13. Significantly, the documented fires in the Chevrolet Bolt vehicles has not
14 been the result of external abuse, but rather, has resulted from an internal failure while
15 the cars are parked. This type of spontaneous ignition caused by thermal runaway has
16 been reported to cause as much as 80% of lithium ion battery fires.

17 14. Unfortunately, GM traded safety concerns for increased range, pushing the
18 Bolt’s range beyond the battery’s capability in order to market the vehicle’s battery
19 range. Despite warnings published by the National Highway Traffic Safety
20 Administration, in October 2017, that overcharging lithium ion batteries can result in one
21 of several exothermic reactions that have the potential to initiate thermal runaway
22 resulting in the spontaneous ignition.

23 15. According to the National Highway Traffic Safety Administration, proper
24 management of the electrical loads (i.e., electrical balancing) among cells in a pack helps
25 maintain overall charge and discharge performance within an acceptable range, and
26 prevent over discharge or overcharge conditions. Because temperature is a key indicator
27 of cell electrical performance (e.g., hotter cells may discharge or charge more quickly
28 than colder cells), thermal management strategies must be integrated into the battery

1 system design to monitor charging and discharging events and mitigate potentially
2 problematic conditions.

3 16. Plaintiffs allege that the lithium ion batteries and related management
4 systems of the Class Vehicles are defective and unsafe in that they are inadequate to
5 prevent thermal runaway and spontaneous ignition of the batteries in the Class Vehicles.

6 17. GM has known since early 2018 that there were defects in batteries and
7 energy management systems. On April 2, 2018, GM Chevrolet issued a customer
8 satisfaction notice for drivers of 2017 Bolts to get a software update to provide more
9 warning about any potential “cell low-voltage condition” and loss of propulsion.

10 18. On May 11, 2018, GM released a new software update for all Bolt owners to
11 “provide additional warnings.

12 19. And in August 2018, GM issued another Customer Satisfaction Program,
13 stating: “Certain 2017-2018 model year Bolt EV vehicles may have a condition where the
14 software will not detect the difference in the state of charge between the cell groups of
15 the battery and over predict the indicated battery range. The current software may not
16 provide sufficient warning prior to a battery cell low range condition, which may result in
17 a loss of propulsion. Only certain vehicles will experience the battery low voltage cell
18 condition.”

19 20. In a 2019 interview with InsideEvs, GM’s chief engineer of electric
20 propulsion systems acknowledged the loss of propulsion problems stemmed from the
21 Bolt’s battery misbalancing problems.

22 21. As time passed, it became harder and harder for GM to hide the Battery
23 Defect from the general public. Finally, from July 20, 2020, to August 26, 2020, GM
24 received at least four claims alleging that the Class Vehicles’ battery pack had caused a
25 fire. Indeed, GM has now identified at least a dozen battery-related allegations of fire
26 involving 2017-2019 Bolt vehicles, and its internal investigations (spanning from
27 August-November 2020, according to GM) have revealed that in at least five of those
28

1 cases the fire was related to the battery. In four such cases, the fire occurred when the
2 battery was highly charged just before the fire occurred.

3 22. On November 13, 2020, GM announced to all of its authorized dealers its
4 intent to recall over 50,000 Chevrolet Bolt vehicles equipped with design-level N2.1
5 batteries produced at LG Chem's Ochang, Korea plant. GM had concluded through its
6 own investigation that the battery pack posed a risk of fire when charged to full, or very
7 close to full, capacity.

8 23. The announced recall will cover all Class Vehicles manufactured with
9 design level N2.1 batteries produced by the Ochang plant. According to GM, it did not
10 use design level N2.1 battery cells after the 2019 model year.

11 24. Rather than issue a recall in order to replace the unreasonably dangerous
12 N2.1 batteries, GM has informed the National Highway Traffic Safety Administration
13 (NHTSA) that the purpose of the recall is to install an interim software fix that calls for
14 reprogramming the hybrid propulsion system control module to limit the battery's range
15 to approximately 214 miles on a single battery charge. At the very least, this
16 programming change will drop the vehicle's total range on a single charge approximately
17 10%. Prior to taking their vehicles in for reprogramming, GM has recommended that
18 owners of the Class Vehicles enable either "Hilltop Reserve" or "Target Charge Level"
19 mode on their vehicles, both of which are other ways of limiting the batteries' charge to
20 90%. GM recommends that if vehicle owners are unable to make these changes to limit
21 the charging level of their vehicles, they should not park their car in their garage or
22 carport until after they have visited their dealer.

23 25. Cell battery imbalances and/or defects in a battery management system can
24 lead to thermal runaway in battery cells, thereby creating an increased risk of fire. GM
25 has been aware of battery cell imbalances and/or problems with the battery management
26 system of the Class Vehicles' since at least 2017. Indeed, customers have reported failed
27 battery cells and problems indicating defects in the batteries of the Class Vehicles for
28 several years prior to GM's recall.

1 26. Despite its knowledge, GM failed to notify Plaintiffs and the Class members
2 these problems and associated hazards at the time of purchasing their vehicles. Instead,
3 GM did not perform its recall until several fires occurred in the Class Vehicles. Of
4 course, delaying the recall of the Class Vehicles was to avoid the financial fallout from
5 having to acknowledge that the Class Vehicles and its batteries were simply incapable of
6 *safely* providing customers with GM's long advertised 238 mile driving range.

7 27. GM has actively concealed the fact that its representations regarding the
8 Class Vehicles' battery range were false, based only on unreasonable usage of the battery
9 to the extent that it vastly increased the risk of fire even while the Class Vehicles are in
10 operation. GM failed to disclose that the existence of the Battery Defect would diminish
11 owners' usage of the Class Vehicles, as well as their intrinsic and resale value.

12 28. GM knew or should have known that the Class Vehicles were being
13 advertised and sold with false and misleading representations regarding the range of the
14 Class Vehicles and the risk of fire posed by the defective batteries. Yet, notwithstanding
15 its knowledge, GM has failed to compensate owners and lessees who purchased the Class
16 Vehicles. Instead, GM has implemented a solution reducing the range of the Class
17 Vehicles 10% below what was advertised.

18 29. As a result of GM's unfair, deceptive and/or fraudulent business practices,
19 owners and/or lessees of the Class Vehicles, including Plaintiffs, have suffered an
20 ascertainable loss of money and/or property and/or loss in value. The unfair and
21 deceptive trade practices GM has committed were conducted in a manner giving rise to
22 substantial aggravating circumstances.

23 30. Had Plaintiffs and other Class members known at the time of purchase or
24 lease of the true range of the Class Vehicles and the propensity of the batteries installed
25 in the Class Vehicles' to burst into flame, they would not have bought or leased the Class
26 Vehicles, or would have paid substantially less for them.

31. As a result of the lower ratings and the monetary costs associated therewith, Plaintiffs and the Class members have suffered injury in fact, incurred damages, and have otherwise been harmed by GM's conduct.

32. Accordingly, Plaintiffs bring this action to redress GM's violations of the Magnusson Moss Warranty Act and consumer protection statutes of the states of California, Illinois, and Washington, and also seeks recovery for GM's unjust enrichment and breaches of express warranty and implied warranty.

II JURISDICTION AND VENUE

33. This Court has diversity jurisdiction over this action under 28 U.S.C. § 1332(a) and (d) because the amount in controversy for the Class exceeds \$5,000,000 and Plaintiffs and other putative class members are citizens of a different state than Defendant.

34. This Court has personal jurisdiction over Plaintiffs because Plaintiffs reside in this District and submit to the Court's jurisdiction. This Court has personal jurisdiction over Defendant General Motors, LLC, because it conducted and continues to conduct substantial business in the District, and because it has committed the acts and omissions complained of herein in the District, including the marketing and leasing of the Class Vehicles in this District.

35. Venue as to Defendant is proper in this judicial district under 28 U.S.C. § 1391 because Defendant sells a substantial number of automobiles in this District, has dealerships in this District, and many of Defendant's acts complained of herein occurred within this District, including the marketing and leasing of the Class Vehicles to Plaintiffs and members of the putative Class in this district.

III PARTIES

A. Plaintiffs Michelle Pankow and E.G.P.

36. Plaintiffs Michelle Pankow and E.G.P. are residents and citizens of Temecula, California.

1 37. In September 2017, Plaintiff Michelle Pankow purchased a new 2017
2 Chevrolet Bolt from Paradise Chevrolet in Temecula, California.

3 38. Plaintiff made the decision to purchase the Chevrolet Bolt after considering
4 GM's representations about the vehicle, including comparisons of GM's representations
5 about the range of the vehicle when compared with other similar all-electric vehicles.
6 Plaintiff Pankow also reviewed the "driving range" data set forth in the new vehicle
7 Monroney sticker, when deciding whether to purchase the Bolt or another vehicle. The
8 Monroney sticker explained that when "fully charged" the Bolt could travel a total of 238
9 miles on a single battery charge.

10 39. Had GM disclosed the defect in its battery causing a lower range for a single
11 charge or the batteries' propensity to burst into flame, Plaintiff Pankow would not have
12 purchased the Bolt or would have paid substantially less for it.

13 40. Pursuant to all of the instructions given with the vehicle's purchase, Plaintiff
14 Pankow and her husband charge the vehicle every night using a 220-volt charging system
15 they purchased from the dealer and installed in their garage. The vehicle would then
16 charge to full capacity every evening, which resulted in the vehicle expressing a total
17 stated driving range of anywhere from 230 to 238 miles.

18 41. This pattern held for several years, until sometime in Summer 2020 the
19 vehicle would only show a projected range of 170 miles when fully charged. The
20 Pankows took the vehicle to Paradise to have the problem diagnosed. After technicians
21 ran diagnostic tests, they claimed that nothing was wrong with the battery itself but
22 explained that they had updated the computer system.

23 42. The Pankows took the vehicle home and again charged it overnight, but the
24 vehicle still continued to show a range of only 170 miles when fully charged. The
25 Pankows returned to Paradise Chevrolet for an additional round of service.

26 43. At this point, the Pankows were told that there was nothing that could be
27 done for the battery because the diagnostics had already been run with no result, and thus
28

1 the decrease in range was most likely caused by some degradation of the battery's ability
2 to hold a charge combined with then-prevailing weather conditions.

3 44. Understandably upset with this answer, Michelle called GM's customer
4 service line, where she reported the problem with her battery and complained about
5 Paradise's handling of it. On that call, GM representatives explained for the first time that
6 the battery's depreciation was supposedly "normal," and that it could lose 40% of its
7 range over time and GM would consider it to be operating normally.

8 45. At all relevant times herein, Plaintiff Pankow's vehicle was covered by
9 GM's new vehicle limited warranty, including the 8-year/100,000 new vehicle limited
10 warranty on electric components. GM's new vehicle limited warranty covers "repairs to
11 correct any vehicle defect, not slight noise, vibrations, or other normal characteristics of
12 the vehicle due to materials or workmanship occurring during the warranty period" and
13 provides that "[w]arranty repairs, including towing, parts, and labor, will be made at no
14 charge."

15 46. On July 30, 2020, Michelle—then nine months pregnant—was home alone
16 with her daughter, E.G.P., and the family's dog while Michelle's husband was out of
17 town on business. As she was lying in bed in her bedroom, situated directly over the
18 garage where the family vehicle was parked every night for charging purposes, she heard
19 a faint "whoosh" sound coming from the garage.

20 47. She got up to investigate the sound. When she opened the door from the
21 kitchen to the garage, smoke poured into the house from the garage. She opened the
22 garage door to release the smoke, then managed to unplug the charging station hoping
23 that would abate the fire. Michelle then ran back upstairs to evacuate her daughter and the
24 dog from the house. Fortunately, they were able to evacuate but watched their house burn
25 from the street in front of it. At one point, the family observed an explosion coming from
26 the garage that caused the garage door to close.

27 48. The fire department responded and put out the structure fire, but not before
28 everything in the garage was destroyed, including the vehicle.



49. The resulting combination of fire, smoke, and water damage render the house a near total loss—the structure will be saved but will have to be torn down to the studs and rebuilt. Fire officials traced the fire’s origin to the floor of the vehicle underneath the rear seats—the exact location of the Bolt’s battery pack.



1 50. Michelle suffered smoke inhalation and both her and her daughter have
2 severe post-traumatic stress disorder resulting from the incident. E.G.P. continues to
3 express fear and is afraid to return to the home.

4 51. As a result of the fire, the Pankows filed a report with NHTSA and a formal
5 complaint with Defendant. GM has not responded to her complaint.

6 **B. Plaintiff Arthur Cohen**

7 52. Plaintiff Arthur Cohen is a resident and citizen of Morgan Hill, California.
8 Plaintiff Cohen leased a 2018 Chevrolet Bolt from Fremont Chevy, in Fremont,
9 California, on March 17, 2018.

10 53. Plaintiff Cohen made the decision to purchase the Bolt after considering
11 GM's representations about the vehicle, including comparisons of GM's representations
12 about the range of the vehicle when compared with other similar all-electric vehicles.
13 Plaintiff Cohen also reviewed the "driving range" data set forth in the new vehicle's
14 Monroney ("window") sticker, when deciding whether to purchase the Bolt or another
15 vehicle. The Monroney sticker explained that when "fully charged" the Bolt could travel
16 a total of 238 miles on a single battery charge.

17 54. Had GM disclosed the defect in its battery causing the consumer to choose
18 between a lower range for a single charge or risk the batteries bursting into flame,
19 Plaintiff Cohen would not have purchased the Bolt or would have paid substantially less
20 for it.

21 55. At all relevant times herein, Plaintiff Cohen's vehicle was covered by GM's
22 new vehicle limited warranty, including the 8-year/100,000 new vehicle limited warranty
23 on electric components. GM's new vehicle limited warranty covers "repairs to correct
24 any vehicle defect, not slight noise, vibrations, or other normal characteristics of the
25 vehicle due to materials or workmanship occurring during the warranty period" and
26 provides that "[w]arranty repairs, including towing, parts, and labor, will be made at no
27 charge."
28

C. Plaintiff Bruce Cannon

56. Plaintiff Bruce Cannon is a resident and citizen of El Segundo, California.

57. In December 2018, Plaintiff Cannon and his wife purchased and took possession of a 2019 Chevrolet Bolt.

58. Plaintiff Cannon made the decision to purchase the Chevrolet Bolt after considering GM's representations about the vehicle, including comparisons of GM's representations about the range of the vehicle when compared with other similar all-electric vehicles. Plaintiff Cannon also reviewed the "driving range" data set forth in the new vehicle Monroney ("window") sticker, when deciding whether to purchase the Bolt or another vehicle. The Monroney sticker explained that when "fully charged" the Bolt could travel a total of 238 miles on a single battery charge.

59. Had GM disclosed the defect in its battery causing a lower range for a single charge or the batteries' propensity to burst into flame, Plaintiff Cannon would not have purchased the Bolt or would have paid substantially less for it.

60. At all relevant times herein, Plaintiff Cannon's vehicle was covered by General Motors new vehicle limited warranty, including the 8-year/100,000 new vehicle limited warranty on electric components. General Motors' new vehicle limited warranty covers "repairs to correct any vehicle defect, not slight noise, vibrations, or other normal characteristics of the vehicle due to materials or workmanship occurring during the warranty period" and provides that "[w]arranty repairs, including towing, parts, and labor, will be made at no charge."

D. Plaintiff Michael Hickey

61. Plaintiff Michael Hickey is a resident and citizen of Gorham, Illinois.

62. In December 2018, Plaintiff purchased and took possession of a used 2017 Chevrolet Bolt with approximately 25,000 miles from an authorized General Motors dealership, Holm Automotive Center, in Abilene, Kansas.

63. Plaintiff made the decision to purchase the Chevrolet Bolt after considering GM's representations about the vehicle, including comparisons of GM's representations

1 about the 238-mile range of the vehicle when compared with other similar all-electric
2 vehicles.

3 64. Had GM disclosed the defect in its battery causing a lower range for a single
4 charge or the batteries' propensity to burst into flame, Plaintiff would not have purchased
5 the Bolt or would have paid substantially less for it.

6 65. Shortly after the purchase, Plaintiff Hickey observed that his vehicle was
7 showing a range of only 175 miles on a full charge, in contrast with the 238-mile range
8 that GM had advertised.

9 66. Plaintiff Hickey presented his vehicle to authorized GM dealership Vic
10 Koenig Chevrolet, in Carbondale, Illinois, complaining of the battery issue and requested
11 that GM replace the battery pack. Plaintiff Hickey was told that the batteries were
12 operating normally and that GM would not replace the battery pack.

13 67. Following the instructions pursuant to GM's notice of recall, Plaintiff
14 Hickey set the mode for his vehicle to "Hilltop Reserve" and can travel 145 miles on a
15 single charge.

16 68. At all relevant times herein, Plaintiff Hickey's vehicle was covered by GM's
17 new vehicle limited warranty, including the 8-year/100,000 new vehicle limited warranty
18 on electric components. GM's new vehicle limited warranty covers "repairs to correct
19 any vehicle defect, not slight noise, vibrations, or other normal characteristics of the
20 vehicle due to materials or workmanship occurring during the warranty period" and
21 provides that "[w]arranty repairs, including towing, parts, and labor, will be made at no
22 charge." Furthermore, GM's warranty provides that "[i]n addition to the initial owner of
23 the vehicle, the coverage described in this Chevrolet Bolt, Bolt EV, and Malibu Hybrid
24 warranty is transferable at no cost to any subsequent person(s) who assumes ownership of
25 the vehicle within the 8 years or 100,000 miles term."

26 **E. Plaintiff John DeRosa**

27 69. Plaintiff John DeRosa is a resident and citizen of Seattle, Washington.
28 Plaintiff DeRosa purchased and took possession of a new 2019 Chevrolet Bolt, on

1 December 30, 2018, from GM-authorized dealership Bill Pierre Chevrolet, in Seattle,
2 Washington. Plaintiff DeRosa made the decision to purchase the Chevrolet Bolt after
3 considering GM's representations about the vehicle, including comparisons of GM's
4 representations about the range of the vehicle when compared with other similar all-
5 electric vehicles, including the Nissan Leaf, BMW i3, and Tesla Model 3. Plaintiff
6 DeRosa also reviewed the "driving range" data set forth in the new vehicle Monroney
7 ("window") sticker, when deciding whether to purchase the Bolt or another vehicle. The
8 Monroney sticker explained that when "fully charged" the Bolt could travel a total of 238
9 miles on a single battery charge.

10 70. Vehicle range and price were the two most significant factors for Plaintiff
11 DeRosa in making his electric vehicle purchase. Had GM disclosed the defect in its
12 battery causing a lower range for a single charge or the batteries' propensity to burst into
13 flame, Plaintiff DeRosa would not have purchased the Bolt or would have paid
14 substantially less for it.

15 71. Vehicle range is particularly important to Plaintiff DeRosa as the Bolt is the
16 family's only vehicle. Plaintiff DeRosa does not own a traditional gasoline powered
17 vehicle as an alternative to use for long trips. Having the vehicle's full range is important
18 to Plaintiff DeRosa as without it he would not be able to take the family to places they
19 normally travel on vacations and get-aways, such as the Oregon coast, the Olympic
20 Peninsula, Fall City, Maltby, and other destinations without having to choose between
21 making extended stops to recharge or attempting to make the trip in one charge with no
22 safety margin to allow for traffic, accidents, or the additional weight of travelling with the
23 entire family in the vehicle.

24 72. Plaintiff DeRosa received a notice of recall from GM leaving him with the
25 option of reducing the vehicle's range by not fully charging its batteries or running the
26 risk of his vehicle's batteries bursting into flames.

27 73. The timing of this recall, whereby the range of Plaintiff DeRosa's vehicle
28 will be reduced, is further exacerbated by it coming as the onset of the winter season

1 when Plaintiff DeRosa already experiences a 15% reduction of range as a result of the
2 colder winter temperatures.

3 **F. Defendant General Motors Corporation**

4 74. Defendant GM is a limited liability company organized under Delaware law
5 with its principal office located at 300 Renaissance Center, Detroit, Michigan 48265.
6 Defendant designs, tests, manufactures, distributes, warrants, sells, and leases various
7 vehicles under several prominent brand names, including but not limited to Chevrolet,
8 Buick, GMC, and Cadillac this district and throughout the United States

9 **IV FACTUAL ALLEGATIONS**

10 75. Under regulations issued by the United States Environmental Protection
11 Agency, every new car and truck or SUV up to 10,000 pounds sold in the United States
12 must have a fuel economy label or window sticker that contains certain information about
13 the vehicles. Included among this information for electric vehicles is a vehicle's miles-
14 per-gallon ("MPG") equivalent estimates, which converts the range of the vehicle's
15 battery into an equivalent mileage as measured by miles per gallon. These ratings have
16 been given to consumers since the 1970s and are posted for the customers' benefit to help
17 them make valid comparisons between vehicles' MPGs when shopping for a new vehicle.
18 This is particularly important for electric vehicles, as consumers generally pay a premium
19 for electric vehicles as compared to gasoline-powered vehicles, and one reason for that
20 premium is the accrued savings over time of driving an electric over a gasoline-powered
21 vehicle.

22 76. Automobile manufacturers are required by law to prominently affix a label
23 called a "Monroney sticker" to each new vehicle sold. The Monroney sticker sets forth,
24 the vehicle's fuel economy (expressed in MPGe for electric vehicles), the driving range,
25 estimated annual fuel costs, the fuel economy range of similar vehicles, and a statement
26 that a booklet is available at the dealership to assist in comparing the fuel economy of
27 vehicles from all manufacturers for that model year, along with pricing and other
28 information.

1 77. Prior to 2020, GM advertised the Class Vehicles' driving range as being 238
2 miles in order to compete in the electric vehicle market. GM had spent millions of dollars
3 designing and manufacturing the Bolt as a competitor to other electric vehicles in the
4 marketplace, and one of the ways that GM decided to distinguish the Bolt from other
5 vehicles was the driving range of the vehicle on a single charge.

6 78. The fire started by the Pankows' vehicle that destroyed their home
7 demonstrates the risks posed by the Battery Defect. In order to maximize the Bolt's
8 battery range, GM sacrificed safety and threatened both Bolt owners and their property.

9 79. Now, of course, GM has put Bolt owners in a conundrum. GM's purported
10 software fix will decrease the range of the vehicle such that owners will not be able to
11 drive as far without recharging their battery, thus incurring extra time and cost to
12 recharge their vehicle than promised when they purchased it. And Bolt owners can have
13 no true assurances that the "software fix" actually fixes the problem. They are instead
14 required to continue using the same batteries that caused the fires alleged in this
15 complaint, including the Pankow fire.

16 80. Defendant has stated that it intends to recall over 50,000 of the Class
17 Vehicles and implement the supposed software fix. As a result, each and every one of the
18 Class Vehicles will lose 10% more of its driving range.

19 81. Each Plaintiff that purchased a Class Vehicle, as well as members of the
20 putative Class, reasonably relied on Defendant's material, yet false, representations
21 regarding the Class Vehicles' range and equivalent miles per gallon.

22 82. A reasonable consumer would expect and rely on GM's advertisements,
23 including the new vehicle Monroney stickers, to truthfully and accurately reflect the
24 Class Vehicles' driving range. Further, a reasonable consumer in today's market attaches
25 material importance to the advertisements of electric mileage, as energy efficiency is one
26 of the most, if not the most, important considerations in making a purchase or lease
27 decision for most consumers.
28

V CLASS ACTION ALLEGATIONS

83. Plaintiffs bring this action on their own behalf, and on behalf of a nationwide class pursuant to Federal Rules of Civil Procedure, Rules 23(a), 23(b)(2), and/or 23(b)(3).

Nationwide Class:

All persons or entities in the United States who are current or former owners and/or lessees of a Class Vehicle.

84. In the alternative to the Nationwide Class, and pursuant to Federal Rules of Civil Procedure, Rule 23(c)(5), Plaintiffs seek to represent the following classes of consumers:

California Class:

All persons or entities in the state of California who purchased or leased a Class Vehicle.

Illinois Class:

All persons or entities in the state of Illinois who purchased or leased a Class Vehicle.

Washington Class:

All persons or entities in the state of Washington who purchased or leased a Class Vehicle.

85. Together, the Nationwide Class and the described statewide classes shall be collectively referred to herein as the “Class.” Excluded from the Class are GM, its affiliates, employees, officers and directors, persons or entities that purchased the Class Vehicles for resale, and the Judge(s) assigned to this case. Plaintiffs reserve the right to modify, change, or expand the Class definitions based on discovery and further investigation.

86. Numerosity: Upon information and belief, the Class is so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Class are unknown at this time, such information being in the

GM's sole possession and obtainable by Plaintiffs only through the discovery process, Plaintiffs believe, and on that basis allege, that hundreds of thousands of Class Vehicles have been sold and leased in states that are the subject of the Class.

87. Existence and Predominance of Common Questions of Fact and Law:

Common questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting individual Class members. These common legal and factual questions include, but are not limited to, whether:

- a. The Class Vehicles were sold with defects;
- b. GM knew about the Battery Defect but failed to disclose it and its consequences to GM customers;
- c. A reasonable consumer would consider the defect or its consequences to be material;
- d. GM should have disclosed the Battery Defect's existence and its consequences; and
- e. GM's conduct violates the California Legal Remedies Act, California Unfair Competition Law, and the other statutes asserted herein.

88. Typicality: Plaintiffs' claims related to the alleged software reprogramming and resulting limitation of the Class Vehicles' driving range are typical of the claims of the Class because Plaintiffs purchased their vehicles with the same battery defect as other Class members, and each vehicle must receive the alleged software reprogramming. Furthermore, Plaintiffs and all members of the Class sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of GM's wrongful conduct by limiting the Class Vehicles' driving range below the advertised distance. Plaintiffs advance these same claims and legal theories on behalf of themselves and all absent Class members.

89. Adequacy: Plaintiffs adequately represent the Class because their interests do not conflict with the interests of the Class they seek to represent, they have retained counsel who are competent and highly experienced in complex class action litigation, and

1 they intend to prosecute this action vigorously. Plaintiffs and their counsel are well-suited
2 to fairly and adequately protect the interests of the Class.

3 90. Superiority: A class action is superior to all other available means of fairly
4 and efficiently adjudicating the claims brought by Plaintiffs and the Class. The injury
5 suffered by each individual Class member is relatively small in comparison to the burden
6 and expense of individual prosecution of the complex and extensive litigation
7 necessitated by GM's conduct. It would be virtually impossible for Class members on an
8 individual basis to effectively redress the wrongs done to them. Even if Class members
9 could afford such individual litigation, the courts cannot. Individualized litigation
10 presents a potential for inconsistent or contradictory judgments. Individualized litigation
11 increases the delay and expense to all parties and to the court system, particularly where
12 the subject matter of the case may be technically complex. By contrast, the class action
13 device presents far fewer management difficulties, and provides the benefits of single
14 adjudication, an economy of scale, and comprehensive supervision by a single court.
15 Upon information and belief, individual Class members can be readily identified and
16 notified based on, *inter alia*, GM's vehicle identification numbers, warranty claims,
17 registration records, and database of complaints.

18 91. GM has acted, and refused to act, on grounds generally applicable to the
19 Class, thereby making appropriate final equitable relief with respect to the Class as a
20 whole.
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VI CAUSES OF ACTION

A. Claims Brought on Behalf of the Nationwide Class

COUNT I:

VIOLATIONS OF THE MAGNUSON-MOSS WARRANTY ACT

(15 U.S.C. § 2301, *et seq.*)

(By All Plaintiffs on behalf of the Nationwide Class, or alternatively, the California Class)

92. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

93. Plaintiffs bring this claim on behalf of themselves and on behalf of the Nationwide Class or, alternatively, on behalf of the California Class.

94. Plaintiffs and the Class members are “consumers” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

95. Defendant is a supplier and warrantor within the meaning of 15 U.S.C. §§ 2301(4)-(5).

96. The Class Vehicles, including Plaintiffs’ vehicles, are “consumer products” within the meaning of 15 U.S.C. § 2301(1).

97. Defendant’s 3 year/36,000 mile “bumper to bumper” new vehicle limited warranty is a “written warranty” within the meaning of 15 U.S.C. § 2301(6).

98. Defendant’s 5 year/60,000 mile powertrain new vehicle limited warranty is a “written warranty” within the meaning of 15 U.S.C. § 2301(6).

99. Defendant’s 8 year/100,000 mile electric vehicle component new vehicle limited warranty is a “written warranty” within the meaning of 15 U.S.C. § 2301(6).

100. Defendant breached its express warranties by:

- a. Selling and leasing Class Vehicles with a battery that was defective in materials and/or workmanship, requiring repair or replacement within the warranty period; and

1 b. Refusing and/or failing to honor the express warranties by repairing or
2 replacing the battery without leaving the Class Vehicles with the same
3 capability as advertised to the purchasers.

4 101. Plaintiffs and the other Class members relied on the existence and length of
5 the express warranties in deciding whether to purchase or lease the Class Vehicles.

6 102. Defendant's breach of its express warranties has deprived Plaintiffs and the
7 other Class members of the benefit of their bargain.

8 103. The amount in controversy of Plaintiffs' individual claims meets or exceeds
9 the sum or value of \$25.00. In addition, the amount in controversy meets or exceeds the
10 sum or value of \$50,000 (exclusive of interests and costs) computed on the basis of all
11 claims to be determined in this suit.

12 104. Defendant has been given reasonable opportunity to cure its breach of the
13 written warranties. Alternatively, Plaintiffs and the other Class members are not required
14 to do so because affording Defendant a reasonable opportunity to cure its breach of
15 written warranties was, and is, futile.

16 105. As a direct and proximate cause of Defendant's breach of the written
17 warranties, Plaintiffs and the other Class members sustained damages and other losses in
18 an amount to be determined at trial. Defendant's conduct damaged Plaintiffs and the
19 other Class members, who are entitled to recover actual damages, consequential damages,
20 specific performance, diminution in value, costs, including statutory attorney fees and/or
21 other relief as deemed appropriate.

B. Claims Brought on Behalf of the California Class

COUNT II:

VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT (“CLRA”)

(Cal. Civ. Code § 1750, *et seq.*)

(By Plaintiffs Pankow, Cohen, and Cannon on behalf of the Nationwide Class, or alternatively, the California Class)

106. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

107. Plaintiffs Pankow, Cohen, and Cannon bring this claim on behalf of themselves and on behalf of the members of the Nationwide Class and the California Class.

108. Defendant is a “person” as that term is defined in California Civil Code § 1761(c).

109. Plaintiffs and the Class members are “consumers” as that term is defined in California Civil Code §1761(d).

110. Defendant engaged in unfair and deceptive acts in violation of the CLRA by the practices described above, and by knowingly and intentionally concealing from Plaintiffs and Class members that the Class Vehicles suffer from a defect(s) (and the costs, risks, and diminished value of the vehicles as a result of this problem). These acts and practices violate, at a minimum, the following sections of the CLRA:

- (a)(5) Representing that goods or services have sponsorships, characteristics, uses, benefits or quantities which they do not have, or that a person has a sponsorship, approval, status, affiliation or connection which he or she does not have;
- (a)(7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and

- (a)(9) Advertising goods and services with the intent not to sell them as advertised.

111. Defendant's unfair or deceptive acts or practices occurred repeatedly in its trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

112. Defendant knew that the Class Vehicles' batteries were defectively designed or manufactured, would fail prematurely, and were not suitable for their intended use.

113. Defendant had the duty to Plaintiffs and the Class members to disclose the battery defect and the defective nature of the Class Vehicles because:

- a. Defendant was in a superior position to know the true state of facts about the Battery Defect and its associated costs;
- b. Plaintiffs and the Class members could not reasonably have been expected to learn or discover that the Class Vehicles had defects until those defects became manifest;
- c. Defendant knew that Plaintiffs and the Class members could not reasonably have been expected to learn about or discover the Battery Defect and the effect it would have on the Class Vehicles' range and energy efficiency.

114. In failing to disclose the Battery Defect and its resulting safety risks and efficiency decreases, Defendant has knowingly and intentionally concealed material facts and breached its duty to disclose.

115. The facts Defendant concealed or did not disclose to Plaintiff and the Class members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase the Class Vehicles or pay a lesser price. Had Plaintiff and the Class known the Class Vehicles were defective, they would not have purchased the Class Vehicles or would have paid less for them.

116. Plaintiffs Pankow, Cohen, and Cannon all provided Defendant with notice of its CLRA violation pursuant to California Civil Code § 1782(a) on November 25, 2020.

1 117. Defendant's fraudulent and deceptive business practices proximately caused
2 injuries to Plaintiffs and the other Class members.

3 118. Therefore, Plaintiffs and the other Class members seek only equitable relief
4 under the CLRA at this time.

5 **COUNT III:**

6 **VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW**

7 **(Cal. Bus. & Prof. Code § 17200)**

8 **(By Plaintiffs Pankow, Cohen, and Cannon on behalf of the Nationwide Class, or**
9 **alternatively, the California Class)**

10 119. Plaintiffs and the Class incorporate by reference each preceding and
11 succeeding paragraph as though fully set forth at length herein.

12 120. 84. Plaintiffs Pankow, Cohen, and Cannon bring this claim on behalf of
13 themselves and on behalf of the members of the Nationwide Class and the California
14 Class.

15 121. The California Unfair Competition Law ("UCL") prohibits acts of "unfair
16 competition," including any "unlawful, unfair or fraudulent business act or practice" and
17 "unfair, deceptive, untrue or misleading advertising." Cal. Bus. & Prof. Code § 17200.

18 122. Defendant has engaged in unfair competition and unfair, unlawful, or
19 fraudulent business practices by the conduct, statements, and omissions described above,
20 and by knowingly and intentionally concealing from Plaintiffs and other Class members
21 that the Class Vehicles suffer from the battery (and the loss of efficiency, safety risks,
22 and diminished value of the vehicles that result from the defect). Defendant should have
23 disclosed this information because it was in a superior position to know the true facts
24 related to the defect, and Plaintiffs and Class members could not have been reasonably
25 expected to learn or discover these true facts.

26 123. The defect constitutes a safety issue triggering GM's duty to disclose.

27 124. By its acts and practices, Defendant has deceived Plaintiffs and is likely to
28 have deceived the public. In failing to disclose the Battery Defect and suppressing other

1 material facts from Plaintiffs and other Class members, Defendant breached its duty to
 2 disclose these facts, violated the UCL, and caused injuries to Defendant and the Class
 3 members. Defendant's omissions and acts of concealment pertained to information
 4 material to Plaintiffs and other Class members, as it would have been to all reasonable
 5 consumers.

6 125. The injuries Plaintiff and the Class members suffered greatly outweigh any
 7 potential countervailing benefit to consumers or to competition, and they are not injuries
 8 that Plaintiffs and the Class members could or should have reasonably avoided.

9 126. Defendant's acts and practices are unlawful because they violate California
 10 Civil Code §§ 1668, 1709, 1710, and 1750 *et seq.*, and California Commercial Code
 11 § 2313.

12 127. Plaintiffs seek to enjoin Defendant from further unlawful, unfair, and/or
 13 fraudulent acts or practices, to obtain restitutionary disgorgement of all monies and
 14 revenues GM has generated as a result of such practices, and all other relief allowed
 15 under California Business & Professions Code § 17200.

16 **COUNT IV**

17 **VIOLATION OF CALIFORNIA FALSE ADVERTISING LAW**

18 **(Cal. Bus. & Prof. Code § 17500, *et seq.*)**

19 **(By Plaintiffs Pankow, Cohen, and Cannon on behalf of the Nationwide Class, or**
 20 **alternatively, the California Class)**

21 128. Plaintiffs and the Class incorporate by reference each preceding and
 22 succeeding paragraph as though fully set forth at length herein.

23 129. Plaintiffs Pankow, Cohen, and Cannon bring this claim on behalf of
 24 themselves and on behalf of the Members of the Nationwide Class and the California
 25 Class.

26 130. California Business & Professions Code § 17500 states: "It is unlawful for
 27 any . . . corporation . . . with intent directly or indirectly to dispose of real or personal
 28 property . . . to induce the public to enter into any obligation relating thereto, to make or

1 disseminate or cause to be made or disseminated . . . from this state before the public in
2 any state, in any newspaper or other publication, or any advertising device, . . . or in any
3 other manner or means whatever, including over the Internet, any statement . . . which is
4 untrue or misleading, and which is known, or which by the exercise of reasonable care
5 should be known, to be untrue or misleading.

6 131. Defendant caused to be made or disseminated through California and the
7 United States, through advertising, marketing, and other publications, statements that
8 were untrue or misleading, and which were known, or which by the exercise of
9 reasonable care Defendant should have known to be untrue and misleading to consumers,
10 including Plaintiff and other Class members.

11 132. Defendant has violated section 17500 because its misrepresentations and
12 omissions regarding the safety, reliability, functionality, and energy efficiencies of the
13 Class Vehicles were material and likely to deceive a reasonable consumer.

14 133. Plaintiffs and the other Class members have suffered injuries in fact,
15 including the loss of money or property, resulting from Defendant's unfair, unlawful,
16 and/or deceptive practices. In purchasing or leasing their Class Vehicles, Plaintiffs and
17 the other Class members relied on Defendant's misrepresentations and/or omissions with
18 respect to the Class Vehicles' safety and reliability. Defendant's representations were
19 untrue because it distributed the Class Vehicles with the Battery Defect. Had Plaintiffs
20 and the other Class members known this, they would not have purchased or leased the
21 Class Vehicles or would not have paid as much for them. Accordingly, Plaintiffs and the
22 other Class members did not receive the benefit of their bargain.

23 134. All of the wrongful conduct alleged herein occurred, and continues to occur,
24 in the conduct of GM's business. GM's wrongful conduct is part of a pattern or
25 generalized course of conduct that is still perpetuated and repeated, both in the state of
26 California and nationwide.

27 135. Plaintiffs, individually and on behalf of the other Class members, request
28 that the Court enter such orders or judgments as may be necessary to enjoin Defendant

1 from continuing its unfair, unlawful, and/or deceptive practices, and restore to Plaintiffs
 2 and the other Class members any money Defendant acquired by unfair competition,
 3 including restitution and/or restitutionary disgorgement, and for such other relief set forth
 4 below.

5 **COUNT V:**

6 **BREACH OF EXPRESS WARRANTY**

7 **(Based on California Law)**

8 **(By Plaintiffs Pankow, Cohen, and Cannon on behalf of the Nationwide Class, or**
 9 **alternatively, the California Class)**

10 136. Plaintiffs and the Class incorporate by reference each preceding and
 11 succeeding paragraph as though fully set forth at length herein.

12 137. Plaintiffs Pankow, Cohen, and Cannon bring this claim on behalf of
 13 themselves and on behalf of the members of the Nationwide Class and the California
 14 Class.

15 138. Defendant provided all purchasers and lessees of the Class Vehicles with the
 16 express warranties described herein, which became part of the basis of the parties'
 17 bargain. Accordingly, Defendant's warranties are express warranties under state law.

18 139. Specifically, the Class Vehicles are covered by General Motors' new vehicle
 19 limited warranty, including the 8-year/100,000 new vehicle limited warranty on electric
 20 components. The new vehicle limited warranty covers "repairs to correct any vehicle
 21 defect, not slight noise, vibrations, or other normal characteristics of the vehicle due to
 22 materials or workmanship occurring during the warranty period" and provides that
 23 "[w]arranty repairs, including towing, parts, and labor, will be made at no charge."
 24 Furthermore, GM's warranty provides that "[i]n addition to the initial owner of the
 25 vehicle, the coverage described in this Chevrolet Bolt, Bolt EV, and Malibu Hybrid
 26 warranty is transferable at no cost to any subsequent person(s) who assumes ownership of
 27 the vehicle within the 8 years or 100,000 miles term."
 28

1 140. Defendant's distributed the defective parts causing the battery defect in the
2 Class Vehicles, and said parts are covered by Defendant's warranties granted to all Class
3 Vehicle purchasers and lessors.

4 141. Defendant's breached these warranties by selling and leasing Class Vehicles
5 with the battery defect, requiring repair or replacement within the applicable warranty
6 periods, and refusing to honor the warranties by providing free repairs or replacements
7 during the applicable warranty periods sufficient for the Class Vehicles to be restored to
8 their advertised qualities.

9 142. Plaintiffs each notified Defendant of its breach within a reasonable time,
10 and/or were not required to do so because affording Defendant a reasonable opportunity
11 to cure its breaches would have been futile. In any event, Defendant knows about the
12 defect but instead chose to conceal it until just recently as a means of avoiding
13 compliance with its warranty obligations.

14 143. As a direct and proximate cause of Defendant's breach, Plaintiffs and the
15 other Class members bought or leased Class Vehicles they otherwise would not have,
16 overpaid for their vehicles, did not receive the benefit of their bargain, and their Class
17 Vehicles suffered a diminution in value.

18 144. Any attempt to disclaim or limit these express warranties vis-à-vis
19 consumers is unconscionable and unenforceable under the circumstances here.
20 Specifically, Defendant's warranty limitations are unenforceable because it knowingly
21 sold a defective product without giving notice of the Battery Defect to Plaintiffs or the
22 Class.

23 145. The time limits contained in Defendant's warranty period were also
24 unconscionable and inadequate to protect Plaintiffs and Class members. Among other
25 things, Plaintiffs and Class members had no meaningful choice in determining these time
26 limitations, the terms of which unreasonably favored GM. A gross disparity in bargaining
27 power existed between Defendant and the Class members because Defendant knew or
28

1 should have known that the Class Vehicles were defective at the time of sale and would
2 fail well before their useful lives.

3 146. Plaintiffs and Class members have complied with all obligations under the
4 warranty, or otherwise have been excused from performance of said obligations as a
5 result of Defendant's conduct.

6 **COUNT VI:**
7 **BREACH OF EXPRESS WARRANTY**
8 **(Cal. Com. Code § 2313)**

9 **(By Plaintiffs Pankow, Cohen, and Cannon on behalf of the Nationwide Class, or**
10 **alternatively, the California Class)**

11 147. Plaintiffs and the Class incorporate by reference each preceding and
12 succeeding paragraph as though fully set forth at length herein.

13 148. Plaintiffs Pankow, Cohen, and Cannon bring this claim on behalf of
14 themselves and on behalf of the members of the Nationwide Class and the California
15 Class.

16 149. Defendant provided all purchasers and lessees of the Class Vehicles with the
17 express warranties described herein, which became part of the basis of the parties'
18 bargain. Accordingly, Defendant's warranties are express warranties under state law.

19 150. In the course of selling its new vehicles, Defendant expressly warranted in
20 writing that the Class Vehicles are covered by General Motors' new vehicle limited
21 warranty, including the 8-year/100,000 new vehicle limited warranty on electric
22 components. The new vehicle limited warranty covers "repairs to correct any vehicle
23 defect, not slight noise, vibrations, or other normal characteristics of the vehicle due to
24 materials or workmanship occurring during the warranty period" and provides that
25 "[w]arranty repairs, including towing, parts, and labor, will be made at no charge."
26 Furthermore, General Motors' warranty provides that "[i]n addition to the initial owner of
27 the vehicle, the coverage described in this Chevrolet Bolt, Bolt EV, and Malibu Hybrid
28

1 warranty is transferable at no cost to any subsequent person(s) who assumes ownership of
2 the vehicle within the 8 years or 100,000 miles term.”

3 151. Defendant distributed the Class vehicles with the Battery Defect, and said
4 parts are covered by Defendant’s warranties granted to all Class Vehicle purchasers and
5 lessors.

6 152. Defendant breached these warranties by selling and leasing Class Vehicles
7 with the Battery Defect, requiring repair or replacement within the applicable warranty
8 periods, and refusing to honor the warranties by providing free repairs or replacements
9 during the applicable warranty periods and, instead, choosing to mitigate the danger of
10 the Battery Defect by limiting the charging capacity and, consequently, the range of the
11 Class Vehicles.

12 153. Plaintiffs notified Defendant of its breach within a reasonable time, and/or
13 was not required to do so because affording Defendant a reasonable opportunity to cure
14 its breaches would have been futile. Defendant also knew about the Battery Defect but
15 chose instead to conceal it to avoid complying with its warranty obligations.

16 154. As a direct and proximate cause of Defendant’s breach, Plaintiffs and the
17 other Class members bought or leased Class Vehicles they otherwise would not have,
18 overpaid for the Class Vehicles, did not receive the benefit of their bargain, and their
19 Class Vehicles suffered a diminution in value. Plaintiffs Pankow, Cohen, and Cannon and
20 the Class members have incurred and will continue to incur costs related to the Battery
21 Defect.

22 155. Any attempt to disclaim or limit these express warranties vis-à-vis
23 consumers is unconscionable and unenforceable under the circumstances here.
24 Specifically, Defendant’s warranty limitations are unenforceable because it knowingly
25 sold a defective product and failed to give timely notice of the Battery Defect to Plaintiffs
26 or the Class.

27 156. The time limits contained in Defendant’s warranty period were also
28 unconscionable and inadequate to protect Plaintiffs and the Class members. Among other

1 things, Plaintiffs and the Class members had no meaningful choice in determining these
 2 time limitations, the terms of which unreasonably favored Defendant. A gross disparity in
 3 bargaining power existed between Defendant and the Class members because Defendant
 4 knew or should have known that the Class Vehicles were defective at the time of sale and
 5 would fail well before their useful lives.

6 157. Plaintiffs and the Class members have complied with all obligations under
 7 the warranty, or otherwise have been excused from performance of said obligations as a
 8 result of Defendant's conduct.

9 **COUNT VII**
 10 **BREACH OF IMPLIED WARRANTY**
 11 **(Cal. Com. Code § 2314)**

12 **(By Plaintiffs Pankow, Cohen, and Cannon on behalf of the Nationwide Class, or**
 13 **alternatively, the California Class)**

14 158. Plaintiffs and the Class incorporate by reference each preceding and
 15 succeeding paragraph as though fully set forth at length herein.

16 159. Plaintiffs Pankow, Cohen, and Cannon bring this claim on behalf of
 17 themselves and on behalf of the members of the Nationwide Class and the California
 18 Class.

19 160. Defendant was at all relevant times the manufacturer, distributor, warrantor,
 20 and/or seller of the Class Vehicles. Defendant knew or had reason to know of the specific
 21 use for which the Class Vehicles were purchased.

22 161. Defendant provided Plaintiffs and the other Class members with an implied
 23 warranty that the Class Vehicles, and any parts thereof, are merchantable and fit for the
 24 ordinary purposes for which they were sold. However, these vehicles are not fit for their
 25 ordinary purpose of providing reasonably reliable and safe transportation at the time of
 26 sale or thereafter because the Battery Defect can manifest and result in spontaneous
 27 ignition and fire when fully or nearly fully charged and are not safe to operate at the
 28 Class Vehicles' advertised range..

1 162. Therefore, the Class Vehicles are not fit for their particular purpose of
2 providing safe and reliable transportation.

3 163. Defendant impliedly warranted that the Class Vehicles were of merchantable
4 quality and fit for such use. This implied warranty included, among other things: (i) a
5 warranty that the vehicles Defendant manufactured, supplied, distributed, and/or sold
6 were safe and reliable for providing transportation, and would not experience premature
7 and catastrophic failure; and (ii) a warranty that the Class Vehicles would be fit for their
8 intended use while being operated.

9 164. Contrary to the applicable implied warranties, the Class Vehicles at the time
10 of sale and thereafter were not fit for their ordinary and intended purpose of providing
11 Plaintiffs and the other Class members with reliable, durable, and safe transportation.
12 Instead, the Class Vehicles suffer from the Battery Defect.

13 165. Defendant's actions, as complained of herein, breached the implied warranty
14 that the Class Vehicles were of merchantable quality and fit for such use.

15 166. After Plaintiffs received the injuries complained of herein, notice was given
16 by Plaintiffs to Defendant, by direct communication with GM requesting the repair of the
17 Battery Defect, as well as by the filing of this lawsuit in the time and in the manner and in
18 the form prescribed by law, of the breach of said implied warranty.

19 167. As a legal and proximate result of the breach of said implied warranty,
20 Plaintiffs sustained the damages herein set forth.

21 168. Plaintiffs and Class members are, therefore, entitled to damages in an
22 amount to be proven at the time of trial.

COUNT VIII
VIOLATION OF THE SONG-BEVERLY ACT – BREACH OF IMPLIED
WARRANTY

(Cal. Civ. Code §§ 1792, 1791.1, *et seq.*)

(Cal. Com. Code § 2314)

(By Plaintiffs Pankow, Cohen, and Cannon on behalf of the Nationwide Class, or
alternatively, the California Class)

169. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

170. Plaintiffs Pankow, Cohen, and Cannon bring this claim on behalf of themselves and on behalf of the members of the Nationwide Class and the California Class.

171. At all relevant times hereto, Defendant was the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Defendant knew or should have known of the specific use for which the Class Vehicles were purchased.

172. Defendant provided Plaintiffs and the Class members with an implied warranty that the Class Vehicles, and any parts thereof, are merchantable and fit for the ordinary purposes for which they were sold. The Class Vehicles, however, are not fit for their ordinary purpose because, inter alia, the Class Vehicles suffered from an inherent Battery Defect at the time of sale.

173. The Class Vehicles are not fit for the purpose of providing safe and reliable transportation because of the defect.

174. Defendant impliedly warranted that the Class Vehicles were of merchantable quality and fit for such use. This implied warranty included, inter alia, the following: (i) a warranty that the Class Vehicles were manufactured, supplied, distributed, and/or sold by Defendant were safe and reliable for providing transportation and would not prematurely and catastrophically fail; and (ii) a warranty that the Class Vehicles would be fit for their

1 intended use – providing safe and reliable transportation – while the Class Vehicles were
2 being operated.

3 175. Contrary to the applicable implied warranties, the Class Vehicles were not
4 fit for their ordinary and intended purpose. Instead, the Class Vehicles are defective,
5 including, but not limited to, the suspension and steering linkage defect.

6 176. Defendant's actions, as complained of herein, breached the implied warranty
7 that the Class Vehicles were of merchantable quality and fit for such use in violation of
8 California Civil Code §§ 1792 and 1791.1.

9 **COUNT IX**

10 **COMMON LAW FRAUDULENT CONCEALMENT**

11 **(Based on California Law)**

12 **(By Plaintiffs Pankow, Cohen, and Cannon on behalf of the Nationwide Class, or**
13 **alternatively, the California Class)**

14 177. Plaintiffs and the Class incorporate by reference each preceding and
15 succeeding paragraph as though fully set forth at length herein.

16 178. Plaintiffs Pankow, Cohen, and Cannon bring this claim on behalf of
17 themselves and on behalf of the members of the Nationwide Class and the California
18 Class.

19 179. Defendant made material omissions concerning a presently existing or past
20 fact. For example, Defendant did not fully and truthfully disclose to its customers the true
21 nature of the Battery Defect, which was not readily discoverable. As a result, Plaintiffs
22 and the other Class members were fraudulently induced to lease and/or purchase the
23 Class Vehicles with the said Battery Defect and all problems resulting from it.

24 180. Defendant made these statements with knowledge of their falsity, intending
25 that Plaintiffs and the Class members relied on them.

26 181. As a result of these omissions and concealments, Plaintiffs and the Class
27 members incurred damages including loss of intrinsic value and out-of-pocket costs
28 related to loss of energy efficiency in their Class Vehicles.

1 182. Plaintiffs and the Class members reasonably relied on Defendant's
2 omissions and suffered damages as a result.

3 **C. Claims Brought on Behalf of the Illinois Class**

4 **COUNT X**

5 **VIOLATION OF ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS**
6 **PRACTICES ACT**

7 **(815 Ill. Comp. Stat. 505/1, *et seq.* and 720 Ill. Comp. Stat. 295/1A)**

8 **(By Plaintiff Hickey on behalf of the Illinois Class)**

9 183. Plaintiffs and the Class incorporate by reference each preceding and
10 succeeding paragraph as though fully set forth at length herein.

11 184. Plaintiff Hickey brings this claim on behalf of himself and on behalf of the
12 members of the Illinois Class.

13 185. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill.
14 Comp. Stat. 505/2 prohibits unfair or deceptive acts or practices in connection with any
15 trade or commerce. Specifically, the Act prohibits suppliers from representing that their
16 goods are of a particular quality or grade they are not.

17 186. Defendant is a "person" as that term is defined in the Illinois Consumer
18 Fraud and Deceptive Practices Act, 815 Ill. Comp. Stat. 505/1(c).

19 187. Plaintiff is a "consumer" as that term is defined in the Illinois Consumer
20 Fraud and Deceptive Practices Act, 815 Ill. Comp. Stat. 505/1(e).

21 188. Defendant's unfair or deceptive acts or practices occurred repeatedly in its
22 trade or business, were capable of deceiving a substantial portion of the purchasing
23 public, and imposed a serious safety risk on the public.

24 189. Defendant knew that the Class Vehicles' batteries were defectively designed
25 or manufactured, would fail prematurely, and were not suitable for their intended use.

26 190. Defendant had the duty to Plaintiff and the Class members to disclose the
27 battery defect and the defective nature of the Class Vehicles because:
28

- a. Defendant was in a superior position to know the true state of facts about the battery defect and its associated costs;
- b. Plaintiff and the Class members could not reasonably have been expected to learn or discover that the Class Vehicles had defects until those defects became manifest;
- c. Defendant knew that Plaintiff and the Class members could not reasonably have been expected to learn about or discover the battery defect and the effect it would have on the Class Vehicles' range and energy efficiency.

191. In failing to disclose the battery defect and its resulting safety risks and efficiency decreases, Defendant has knowingly and intentionally concealed material facts and breached its duty to disclose.

192. The facts Defendant concealed or did not disclose to Plaintiff and the Class members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase the Class Vehicles or pay a lesser price. Had Plaintiff and the Class known the Class Vehicles were defective, they would not have purchased the Class Vehicles or would have paid less for them.

193. Defendant's conduct caused Plaintiff's damages as alleged.

194. As a result of Defendant's wrongful conduct, Plaintiff and the Illinois Class have been damaged in an amount to be proven at trial, including, but not limited to, actual damages, court costs, and reasonable attorneys' fees pursuant to 815 Ill. Comp. Stat. 505/1, *et seq.*

COUNT XI
VIOLATION OF THE ILLINOIS UNIFORM DECEPTIVE
TRADE PRACTICES ACT
(815 Ill. Comp. Stat. 510/1, *et. seq.* and
720 Ill. Comp. Stat. 295/1A)
(By Plaintiff Hickey on behalf of the Illinois Class)

195. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

196. Plaintiff Hickey brings this claim on behalf of himself and on behalf of the members of the Illinois Class.

197. 815 Ill. Comp. Stat. 510/2 provides that a “person engages in a deceptive trade practice when, in the course of his or her business, vocation, or occupation,” the person does any of the following: “(2) causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services; . . . (5) represents that goods or services have sponsorship, approval, characteristics ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he or she does not have; . . . (7) represents that goods or services are of a particular standard, quality, or grade or that goods are a particular style or model, if they are of another; . . . (9) advertises goods or services with intent not to sell them as advertised; . . . [and] (12) engages in any other conduct which similarly creates a likelihood of confusion or misunderstanding.”

198. Defendant is a “person” within the meaning of 815 Ill. Comp. Stat. 510/1(5).

199. The vehicles sold to Plaintiff and the Illinois Class were not of the particular sponsorship, approval, characteristics, ingredients, uses benefits, or qualities represented by Defendant.

200. The vehicles sold to Plaintiff and the Illinois Class were not of the particular standard, quality, and/or grade represented by Defendant.

1 201. Defendant caused to be made or disseminated through Illinois and the
2 United States, through advertising, marketing, and other publications, statements that
3 were untrue or misleading, and which were known, or which by the exercise of
4 reasonable care Defendant should have known to be untrue and misleading to consumers,
5 including Plaintiff and other Class members.

6 202. Defendant has violated section 17500 because its misrepresentations and
7 omissions regarding the safety, reliability, functionality, and energy efficiencies of the
8 Class Vehicles were material and likely to deceive a reasonable consumer.

9 203. Plaintiff Hickey and the other Illinois Class members have suffered injuries
10 in fact, including the loss of money or property, resulting from Defendant's unfair,
11 unlawful, and/or deceptive practices. In purchasing or leasing their Class Vehicles,
12 Plaintiff and the other Illinois Class members relied on Defendant's misrepresentations
13 and/or omissions with respect to the Class Vehicles' safety and reliability. Defendant's
14 representations were untrue because it distributed the Class Vehicles with the Battery
15 Defect. Had Plaintiff Hickey and the other Class members known this, they would not
16 have purchased or leased the Class Vehicles or would not have paid as much for them.
17 Accordingly, Plaintiff and the other Illinois Class members did not receive the benefit of
18 their bargain.

19 204. All of the wrongful conduct alleged herein occurred, and continues to occur,
20 in the conduct of GM's business. GM's wrongful conduct is part of a pattern or
21 generalized course of conduct that is still perpetuated and repeated, both in the state of
22 California and nationwide.

23 205. Defendant's conduct was knowing and/or intentional and/or with malice
24 and/or demonstrated a complete lack of care and/or reckless and/or was in conscious
25 disregard for the rights of Plaintiff and the Illinois Class.

26 206. As a result of the foregoing wrongful conduct of Defendant, Plaintiff and the
27 Illinois Class have been damaged in an amount to proven at trial, including, but not
28 limited to actual and punitive damages, equitable relief and reasonable attorneys' fees.

COUNT XII

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

(810 Ill. Comp. Stat. 5/2-314 and 810 Ill. Comp. Stat. 5/2A-212)

(By Plaintiff Hickey on behalf of the Illinois Class)

207. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

208. Plaintiff Hickey brings this claim on behalf of himself and on behalf of the members of the Illinois Class.

209. Defendant impliedly warranted that its vehicles were of good and merchantable quality and fit, and safe for their ordinary intended use – transporting the driver and passengers in reasonable safety during normal operation, and without unduly endangering them or members of the public.

210. Defendant breached the implied warranty that the vehicle was merchantable and safe for use as public transportation by marketing, advertising, distributing and selling vehicles with the common design and manufacturing defect.

211. These defects existed at the time the vehicles left Defendant's manufacturing facilities and at the time they were sold to Plaintiff.

212. These defects were the direct and proximate cause of damages to Plaintiff and the Illinois Class.

COUNT XIII

BREACH OF EXPRESS WARRANTIES

(810 Ill. Comp. Stat. 5/2-313)

(By Plaintiff Hickey on behalf of the Illinois Class)

213. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

214. Plaintiff Hickey brings this claim on behalf of himself and on behalf of the members of the Illinois Class.

216. Defendant breached this warranty by knowingly selling vehicles with dangerous defects.

217. Plaintiff Hickey and the Illinois Class have been damaged as a direct and proximate result of Defendant's breaches in that the Class Vehicles purchased by Plaintiff and the Illinois Class were, and are, worth far less than what they paid to purchase, which was reasonably foreseeable to Defendant. Benefits associated with the defective designs are vastly outweighed by the real risks associated with the Battery Defect.

218. The vehicles were defective as herein alleged at the time they left Defendants' factories, and the vehicles reached Plaintiffs without substantial change in the condition in which they were sold.

219. As a direct and proximate result of Defendants' breaches, Plaintiff Hickey and the Illinois Class have suffered damages, including, but not limited to, diminution in value, return of lease payments and penalties, and injunctive relief related to future lease payments or penalties.

COUNT XIV

FRAUDULENT CONCEALMENT / FRAUD BY OMISSION

(Based on Illinois Law)

(By Plaintiff Hickey on behalf of the Illinois Class)

220. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

221. Plaintiff Hickey brings this claim on behalf of himself and on behalf of the members of the Illinois Class.

222. Defendant intentionally concealed the above-described material safety information, or acted with reckless disregard for the truth, and denied Plaintiff and the Illinois Class highly relevant information to their purchasing decision.

1 223. Defendant further affirmatively misrepresented to Plaintiff in advertising
2 and other forms of communication, including standard and uniform material provided
3 with each car that the vehicles they were selling were new, had no significant defects and
4 would perform and operate properly when driven in normal usage.

5 224. Defendant knew these representations were false when made.

6 225. The vehicles purchased or leased by Plaintiff and the Illinois Class were, in
7 fact, defective, unsafe, and unreliable, because the vehicles' batteries were are susceptible
8 to bursting into flame when fully charged or nearly fully charged.

9 226. Defendant had a duty to disclose that these vehicles were defective, unsafe
10 and unreliable in that the vehicles were subject to battery failure because Plaintiff relied
11 on Defendant's material representations that the Class Vehicle's battery could be safely
12 charged to permit the vehicles to travel for a range of 238 miles on a single full charge.

13 227. The aforementioned concealment was material because if it had been
14 disclosed Plaintiff would not have bought or leased the vehicles.

15 228. The aforementioned representations were material because they were facts
16 that would typically be relied on by a person purchasing or leasing a new motor vehicle.
17 Defendant knew or recklessly disregarded that its representations were false, but
18 intentionally made the false statements to sell vehicles.

19 229. Plaintiff Hickey relied on Defendant's reputation—along with Defendant's
20 failure to disclose and Defendant's affirmative assurance that its vehicles would safely
21 and reliably travel the disclosed driving range—when purchasing Defendant's vehicle.

22 230. Plaintiff and the Illinois Class have been injured in an amount to be proven
23 at trial, including, but not limited to, their lost benefit of the bargain and overpayment at
24 the time of purchase and/or the diminished value of the Class Vehicles.

25 231. Defendant's conduct was knowing, intentional, with malice,
26 demonstrated a complete lack of care and was in reckless disregard for the rights of
27 Plaintiff and the Illinois Class. Plaintiff and the Illinois Class are therefore entitled to an
28 award of punitive damages.

D. Claims Brought on Behalf of the Washington Class

COUNT XV

VIOLATION OF THE CONSUMER PROTECTION ACT

(Rev. Code Wash. Ann. §§ 19.86.010, *et seq.*)

(By Plaintiff DeRosa on behalf of the Washington Class)

232. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

233. Plaintiff DeRosa brings this claim on behalf of himself and on behalf of the members of the Washington Class.

234. Defendant's conduct as set forth herein constitutes unfair or deceptive acts or practices, including, but not limited to, Defendant's manufacture and sale of vehicles with the Battery Defect, which Defendant failed to adequately investigate, disclose and remedy, and its misrepresentations and omissions regarding the safety, reliability, and range of the Class Vehicles.

235. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

236. Defendant's actions impact the public interest because Plaintiff was injured in the same way as tens of thousands of others purchasing and/or leasing Defendant's vehicles as a result of Defendant's generalized course of deception. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Defendant's business.

237. Plaintiff DeRosa and the Washington Class were injured as a result of Defendant's conduct. Plaintiff and the Washington Class overpaid for the Class Vehicles and did not receive the benefit of their bargain, and thus the Class Vehicles have suffered a diminution in value.

238. Defendant's conduct proximately caused the injuries to Plaintiffs and the Washington Class.

248. Accordingly, Plaintiff's recovery is not limited to the limited warranty of repair or adjustments to parts defective in materials or workmanship, and Plaintiff seeks all remedies as allowed by law.

249. Also, at the time Defendant warranted and sold the Class Vehicles, Defendant wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Class Vehicles. Plaintiff and the Class were therefore induced to purchase the Class Vehicles under false and/or fraudulent pretenses.

250. The damages flowing from the Class Vehicles cannot be resolved through the limited remedy of “replacement or adjustments,” and any limitation on available remedies would be insufficient to make Plaintiff and the Washington Class whole.

251. Finally, as a result of Defendant's breach of warranties as set forth herein, Plaintiff and the Washington Class assert as an additional and/or alternative remedy, as set forth in Rev. Code Wash. § 62A.2-608, for a revocation of acceptance of the goods, and for a return to Plaintiff and to the Washington Class the purchase price of all Class Vehicles currently owned.

252. As a direct and proximate result of Defendant's breach of express warranties, Plaintiff and the Washington Class have been damaged in an amount to be determined at trial.

COUNT XVII

BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY

(Rev. Code Wash. § 62A.2-314/315)

(By Plaintiff DeRosa on behalf of the Washington Class)

253. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

254. Plaintiff DeRosa brings this claim on behalf of himself and on behalf of the members of the Washington Class.

255. Defendant is and was at all relevant times a merchant with respect to motor vehicles.

1 263. Defendant actively concealed and/or suppressed these material facts, in
2 whole or in part, with the intent to induce Plaintiff and the Washington Class to purchase
3 the Class Vehicles at a higher price, which did not match their true value.

4 264. Defendant still have not made full and adequate disclosure and continues to
5 defraud Plaintiff and the Washington Class.

6 265. Plaintiff and the Washington Class were unaware of these omitted material
7 facts and would not have acted as they did if they had known of the concealed and/or
8 suppressed facts. Plaintiff and the Washington Class' actions were justified. Defendant
9 had exclusive control of the material facts and such facts were not known to the public or
10 the Washington Class.

11 266. As a result of the concealment and/or suppression of the facts, Plaintiff and
12 the Washington Class sustained damage. For those Plaintiffs and the Class who elect to
13 affirm the sale, these damages, include the difference between the actual value of that
14 which Plaintiff and the Washington Class paid and the actual value of that which they
15 received, together with additional damages arising from the sales transaction, amounts
16 expended in reliance upon the fraud, compensation for loss of use and enjoyment of the
17 property, and/or lost profits. For any Plaintiff or member of the Washington Class who
18 want to rescind their purchases, then such Plaintiffs and Class members are entitled to
19 restitution and consequential damages.

20 267. Defendant's acts were done maliciously, oppressively, deliberately, with
21 intent to defraud, and in reckless disregard of Plaintiff's and the Washington Class' rights
22 and well-being to enrich Defendant. Defendant's conduct warrants an assessment of
23 punitive damages in an amount sufficient to deter such conduct in the future, which
24 amount is to be determined according to proof.

E. Claims Brought on Behalf of Individuals

COUNT XIX:

STRICT PRODUCT LIABILITY

(Based on California Law)

(By Plaintiffs Michelle Pankow and E.G.P., individually)

268. The Pankow Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

269. The Pankow Plaintiffs, individually, are informed and believe and based thereon allege that Defendant designed, manufactured, researched, tested, assembled, installed, marketed, advertised, distributed, and sold a certain 2017 Chevrolet Bolt, bearing Vehicle Identification Number 1G1FX6S07H4176903 (hereinafter referred to as the “subject vehicle”).

270. At all times relevant hereto, Defendant knew that the subject vehicle would be operated and inhabited by consumers without inspection for defects.

271. At the time of the fire described above, the subject vehicle was being used in a manner and fashion that was foreseeable by Defendant, and in a manner in which it was intended to be used.

272. Defendant designed, engineered, developed, manufactured, fabricated, assembled, equipped, tested or failed to test, inspected or failed to inspect, repaired, retrofitted or failed to retrofit, failed to recall, labeled, advertised, promoted, marketed, supplied, distributed, wholesaled, and sold the subject vehicle and its component parts and constituents, which Defendant intended to be used for the purpose of use as a passenger vehicle, and other related activities.

273. The subject vehicle was unsafe for its intended use by reason of defects in its manufacture, design, testing, components and constituents, so that it would not safely serve its purpose, but would instead expose the users of said product, and others, to serious injuries because of Defendant’s failure to properly guard and protect the users of the subject vehicle, and others, from the defective design of said product.

1 274. Defendant designed the subject vehicle defectively, causing it to fail to
2 perform as safely as an ordinary consumer would expect when used in an intended or
3 reasonably foreseeable manner.

4 275. The risks inherent in the design of the subject vehicle outweigh significantly
5 any benefits of such design.

6 276. The Pankow Plaintiffs were not aware of the aforementioned defects.

7 277. As a legal and proximate result of the aforementioned defects of the subject
8 vehicle, the Pankow Plaintiffs sustained the injuries and damages set forth herein.

9 278. The Pankow Plaintiffs, therefore, entitled to damages in an amount to be
10 proven at the time of trial.

11 **COUNT XX:**
12 **NEGLIGENCE**

13 **(Based on California Law)**

14 **(By Plaintiffs Michelle Pankow and E.G.P, individually)**

15 279. The Pankow Plaintiffs incorporate by reference each preceding and
16 succeeding paragraph as though fully set forth at length herein.

17 280. At all times herein mentioned, Defendant designed, manufactured,
18 assembled, analyzed, recommended, merchandised, advertised, promoted, distributed,
19 supplied, and sold to distributors and retailers for sale, the subject vehicle and/or its
20 component parts.

21 281. Defendant owed the Pankow Plaintiffs a duty to exercise reasonable care in
22 the design, testing, manufacture, assembly, sale, distribution and servicing of the subject
23 vehicle, including a duty to ensure that the subject vehicle did not cause the Pankow
24 Plaintiffs, other users, bystanders, or the public, unnecessary injuries or deaths.

25 282. Defendant knew or should have known that the subject vehicle is defectively
26 designed and inherently dangerous.

1 283. Defendant knew or should have known that the subject vehicle was
2 defectively designed and/or manufactured and was therefore prone to catastrophic failure
3 and a threat to life and property.

4 284. Defendant failed to exercise ordinary care and breached its duties by, among
5 other things:

- 6 a. Failure to use due care in the manufacture, distribution, design, sale,
7 testing, and servicing of the subject vehicle and its component parts in
8 order to avoid the aforementioned risks to individuals;
- 9 b. Failure to provide adequate warning of the propensity of battery
10 failure;
- 11 c. Failure to incorporate within the vehicle and its design reasonable
12 safeguards and protections against battery failure and the
13 consequences thereof;
- 14 d. Failure to make timely correction to the design of the subject vehicle
15 to correct the battery failure;
- 16 e. Failure to adequately identify and mitigate the hazards associated with
17 the battery failure in accordance with good engineering practices and
18 other ways; and,
- 19 f. Were otherwise careless or negligent.

20 285. Defendant's aforementioned negligent acts and omissions were the direct
21 and proximate cause of the Pankow Plaintiffs' damages.

22 286. Defendant's negligent acts and omissions caused serious and significant
23 emotional distress to the Pankow Plaintiffs.

24 287. 239. The Pankow Plaintiffs are, therefore, entitled to damages in an amount
25 to be proven at trial, together with interest thereon and costs.

COUNT XXI:

FAILURE TO WARN

(Based on California Law)

(By Plaintiffs Michelle Pankow and E.G.P, individually)

288. The Pankow Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

289. Defendant knew that the subject vehicle, and its component parts, would be purchased and used without inspection for defects in the design of the vehicle.

290. The subject vehicle was defective when it left Defendant's control.

291. Defendant knew or should have known of the substantial dangers involved in the reasonably foreseeable use of these vehicles, whose defective design, manufacturing, and lack of sufficient warnings caused them to have an unreasonably dangerous propensity to cause battery overload and failure.

292. Defendant failed to adequately warn of the substantial dangers known or knowable at the time of the defective vehicles' design, manufacture, and distribution.

293. Defendant failed to provide adequate warnings, instructions, guidelines or admonitions to members of the consuming public, including the Pankow Plaintiffs, of the defects, which Defendant knew, or in the exercise of reasonable care should have known, to have existed in the subject vehicle, and its component parts.

294. Defendant knew that these substantial dangers are not readily recognizable to an ordinary consumer and that consumers would purchase and use these products without inspection.

295. At the time of the Pankow Plaintiffs' injuries, the subject vehicle was being used in the manner Defendant intended, and in a manner that was reasonably foreseeable as involving substantial danger not readily apparent to users.

296. The Pankow Plaintiffs' damages were the legal and proximate result of Defendant's actions and inactions, as Defendant owed a duty to the Pankow Plaintiffs by designing, manufacturing, warning about, and distributing the subject vehicle.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and the Class pray for judgment as follows:

- A. for an order certifying this action as a class action;
- B. for an order appointing Michelle Pankow, Arthur Cohen, Bruce James Cannon, Michael Hickey, and John DeRosa as representative of the Class and counsel of record as Class counsel;
- C. for an award of actual, general, special, incidental, statutory, compensatory and consequential damages on claims for fraud and in an amount to be proven at trial, except that certain Plaintiffs seek only equitable relief for violation of the Consumer Legal Remedies Act at this time;
- D. for an award of exemplary and punitive damages in an amount to be proven at trial;
- E. for an order enjoining the wrongful conduct alleged herein;
- F. for costs;
- G. for interest; and
- H. for such other relief as the Court deems just and proper.

Dated: November 29, 2020

Respectfully submitted,

MCCUNE WRIGHT AREVALO LLP

By: /s/ David C. Wright

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Attorneys for Plaintiffs and the Putative Class

JURY DEMAND

Plaintiff, on behalf of himself and the putative Class, demand a trial by jury on all issues so triable.

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Attorneys for Plaintiffs and the Putative Class

**U.S. District Court
Eastern District of Michigan (Detroit)
CIVIL DOCKET FOR CASE #: 2:20-cv-13256-TGB-CI**

Altobelli et al v. General Motors LLC
Assigned to: District Judge Terrence G. Berg
Referred to: Magistrate Judge Curtis Ivy, Jr
Cause: 28:1332 Diversity-Motor Vehicle Product Liability

Date Filed: 12/10/2020
Jury Demand: Plaintiff
Nature of Suit: 355 Motor Vehicle Prod.
Liability
Jurisdiction: Diversity

Plaintiff

Robin Altobelli
*on behalf of themselves and all others
similarly situated*

represented by **E. Powell Miller**
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Plaintiff

F. Dayle Andersen
*on behalf of themselves and all others
similarly situated*

represented by **E. Powell Miller**
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V.

Defendant

General Motors LLC

Date Filed	#	Docket Text
12/11/2020	<u>1</u>	COMPLAINT -- <i>CLASS ACTION</i> filed by Robin Altobelli, F. Dayle Andersen against General Motors LLC with Jury Demand. Plaintiff requests summons issued. Receipt No:

		AMIEDC-8214002 - Fee: \$ 402. County of 1st Plaintiff: Out of State - County Where Action Arose: Wayne - County of 1st Defendant: Wayne. [Previously dismissed case: No] [Possible companion case(s): None] (Attachments: # 1 Index of Exhibits, # 2 Exhibit A, # 3 Exhibit B, # 4 Exhibit C, # 5 Exhibit D, # 6 Exhibit E, # 7 Exhibit F, # 8 Exhibit G, # 9 Exhibit H, # 10 Exhibit I, # 11 Exhibit J, # 12 Exhibit K, # 13 Exhibit L, # 14 Exhibit M, # 15 Exhibit N, # 16 Exhibit O, # 17 Exhibit P, # 18 Exhibit Q, # 19 Exhibit R, # 20 Exhibit S, # 21 Exhibit T, # 22 Exhibit U, # 23 Exhibit V, # 24 Exhibit W, # 25 Exhibit X, # 26 Exhibit Y, # 27 Exhibit Z) (Cappio, Gretchen) (Entered: 12/11/2020)
12/11/2020		A United States Magistrate Judge of this Court is available to conduct all proceedings in this civil action in accordance with 28 U.S.C. 636c and FRCP 73. The Notice, Consent, and Reference of a Civil Action to a Magistrate Judge form is available for download at http://www.mied.uscourts.gov (ATee) (Entered: 12/11/2020)
12/11/2020	2	SUMMONS Issued for *General Motors LLC* (ATee) (Entered: 12/11/2020)
12/11/2020	3	ATTORNEY APPEARANCE: E. Powell Miller appearing on behalf of All Plaintiffs (Miller, E.) (Entered: 12/11/2020)
12/11/2020	4	ATTORNEY APPEARANCE: Sharon S. Almonrode appearing on behalf of All Plaintiffs (Almonrode, Sharon) (Entered: 12/11/2020)
12/15/2020	5	NOTICE of Appearance by Ryan Patrick McDevitt on behalf of All Plaintiffs. (McDevitt, Ryan) (Entered: 12/15/2020)
12/15/2020	6	NOTICE of Appearance by Lynn L. Sarko on behalf of All Plaintiffs. (Sarko, Lynn) (Entered: 12/15/2020)
01/04/2021	7	CERTIFICATE of Service/Summons Returned Executed. General Motors LLC served on 12/23/2020, answer due 1/13/2021. (McDevitt, Ryan) (Entered: 01/04/2021)
01/04/2021	8	STIPULATION AND ORDER to Extend Time to Respond re 1 Complaint. Response due by 3/1/2021 Signed by District Judge Terrence G. Berg. (AChu) (Entered: 01/04/2021)
01/12/2021	9	ATTORNEY APPEARANCE: Emma Marguerite Wright appearing on behalf of All Plaintiffs (Wright, Emma) (Entered: 01/12/2021)

PACER Service Center			
Transaction Receipt			
01/21/2021 11:09:50			
PACER Login:	mcdonaldbm	Client Code:	chevy bolt fire
Description:	Docket Report	Search Criteria:	2:20-cv-13256-TGB-CI
Billable Pages:	3	Cost:	0.30

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

ROBIN ALTOBELLI and F. DAYLE
ANDERSEN, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

No. 2:20-cv-13256

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

I. INTRODUCTION

1. Plaintiffs Robin Altobelli and F. Dayle Andersen, by and through counsel, bring this action on behalf of themselves and all others similarly situated against GENERAL MOTORS LLC (hereinafter “General Motors” or “GM”) (hereinafter “Defendant”). All allegations made in this complaint are based on investigation of counsel, except those allegations that pertain to Plaintiffs, which are based on personal knowledge.

2. This consumer class action arises out of General Motors’s failure to disclose a uniform and widespread defect in the 60 kWh 350 V lithium-ion battery (hereinafter the “Defective Battery”). The defect causes the high voltage battery to overheat when charged to full capacity and results in an unreasonable safety risk to the drivers and passengers of vehicles equipped with the Defective Battery. These vehicles

(hereinafter “Class Vehicles”) are the 2017, 2018, and 2019 models of the Chevrolet Bolt (hereinafter “Chevy Bolt” or “Bolt”).

3. The Defective Battery contains a serious manufacturing defect that causes the battery system to overheat when the battery is charged to full or nearly full capacity, putting the battery at risk of exploding or catching fire. This can result in catastrophic damage to the Class Vehicles, and it also causes an immediate safety risk to the vehicles’ occupants or the property surrounding the vehicles.

4. On November 13, 2020, after receiving numerous complaints regarding the Defective Battery, General Motors issued Recall No. 20V-701 (hereinafter, the “Recall” or “GM Recall”) for the Class Vehicles.¹

5. The GM Recall proposes an “interim remedy” for the Class Vehicles: the Vehicles will be reprogrammed to limit the full charge of the Defective Batteries to 90% of the Batteries’ actual capacity.² The revised capacity will result in the Class Vehicles having a lower driving range and needing to be charged more often. As a result, Class Vehicle owners and lessees have been burdened with vehicles that do not perform as advertised, and instead require additional charging time and maintenance.

6. Due to the undisclosed Defective Battery, Plaintiffs and Class Members were deprived of the benefit of their bargain in purchasing or leasing their Class Vehicles; further, Plaintiffs and Class Members suffered an ascertainable loss of money,

¹ NHTSA, Part 573 Safety Recall Report 20V-701 (Nov. 13, 2020) [hereinafter Exhibit A].

² *Id.* at 3.

property, and/or value of their Class Vehicles. Plaintiffs bring this action individually and on behalf of all other current and former owners or lessees of the Class Vehicles. Plaintiffs seek monetary damages and injunctive and other equitable relief for Defendant's misconduct related to the design, manufacture, marketing, sale, and lease of the Class Vehicles as alleged in this Complaint.

II. JURISDICTION AND VENUE

7. **Subject Matter Jurisdiction.** This Court has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because this is a class action in which the matter in controversy exceeds the sum of \$5,000,000, exclusive of interest and costs, and there are 100 or more class members who are citizens of different states from Defendant.

8. **Personal Jurisdiction.** This Court has personal jurisdiction over GM because GM is headquartered in this District, and because a substantial part of the events, omissions, or misrepresentations giving rise to these claims emanated from this District.

9. **Venue.** Venue is proper in this District pursuant to 28 U.S.C. § 1391 because GM is headquartered and transacts business in this District, and a substantial part of the events, transactions, and conduct giving rise to the claims occurred in and emanated from this District.

III. PARTIES

A. Plaintiff Robin Altobelli

10. Plaintiff Robin Altobelli is a citizen and resident of Tucson, Arizona.

11. On April 15, 2019, Ms. Altobelli purchased a new 2019 Chevy Bolt (for purposes of this section, “the Vehicle”).

12. Prior to her purchase, neither Defendant nor any of their agents, dealers, or other representatives informed Ms. Altobelli of the Defective Battery. Ms. Altobelli reasonably expected that the Vehicle, including its range, would function normally in accordance with Defendant’s specifications and representations.

13. Ms. Altobelli purchased the Vehicle for personal, family, or household use. Ms. Altobelli has always attempted to use the Vehicle in the normal and expected manner.

14. Since the recall, Ms. Altobelli and her husband have activated the Target Change Level feature in the Vehicle to limit the charge level to 90%, per the recall instructions.³

15. As a result, Ms. Altobelli has been left with a vehicle with reduced range. Ms. Altobelli has suffered an ascertainable loss resulting from Defendant’s concealment, fraud, omissions, and refusal to correct the Defective Battery and did not

³ See Letter to Regina Carto, Executive Director – Global Safety Field Investigations & Regulatory, General Motors LLC, from Joshua Neff, Chief – Recall Management Division, National Highway Traffic Safety Administration (Nov. 13, 2020) [hereinafter Exhibit B].

receive the benefit of her bargain when she purchased the Vehicle. Had Ms. Altobelli known that her vehicle's range was achieved only at the risk of a catastrophic fire, or that the range would be decreased in order to mitigate the fire risk, she would not have purchased his Bolt or would have paid much less for it.

B. Plaintiff F. Dayle Andersen

16. Plaintiff F. Dayle Andersen is a citizen and resident of Spokane, Washington.

17. In August 2018, Mr. Andersen with his wife, Mrs. Anita Andersen-Sather, purchased a new 2018 Chevy Bolt (for purposes of this section, "the Vehicle"). The Andersens chose the Bolt over the Tesla 3, Hyundai Ioniq, and forthcoming extended battery Nissan Leaf, all direct competitors, due to the battery pack size, travel mileage, and total cost.

18. Further, the Andersens were specifically attracted to the Bolt because of their concerns with the fire hazards that electric vehicle batteries posed. They chose the Bolt over other vehicles in part because of its purported "well engineered battery thermal management system,"⁴ which helps to cool the battery and reduce the risk of fires.

⁴ See Armen Hareyan, *If You Want Nissan Leaf or Chevy Volt/Bolt Check Out How The Battery Is Cooled*, TORQUENEWS (July 6, 2018) [hereinafter Exhibit C], <https://www.torquenews.com/1/if-you-want-nissan-leaf-or-chevy-voltbolt-check-out-how-battery-cooled> (last visited Dec. 10, 2020).

19. Prior to his purchase, neither Defendant nor any of their agents, dealers, or other representatives informed the Andersens of the Defective Battery. The Andersens reasonably expected that the Vehicle, including its range, would function normally in accordance with Defendant's specifications and representations.

20. The Andersens purchased the Vehicle for personal, family, or household use. The Andersens have always attempted to use the Vehicle in the normal and expected manner.

21. Since the recall was announced, the Andersens have brought the Vehicle into a Chevrolet dealership to have the Vehicle's hybrid control module reprogrammed in order to limit the Vehicle's full battery charge to 90%, per the recall instructions.⁵

22. As a result, the Andersens have been left with a vehicle with reduced range. The Andersens have suffered an ascertainable loss resulting from Defendant's concealment, fraud, omissions, and refusal to correct the Defective Battery and did not receive the benefit of his bargain when he purchased the Vehicle. Had the Andersens known that their vehicle's range was achieved only at the risk of a catastrophic fire, or that the range would be decreased in order to mitigate the fire risk, they would not have purchased his Bolt or would have paid much less for it.

C. Defendant General Motors LLC

23. Defendant General Motors LLC is a Delaware limited liability company with its principal place of business at 300 Renaissance Ctr., Detroit, Michigan.

⁵ See Exhibit B.

24. General Motors is a motor vehicle manufacturer and a licensed distributor of new, previously untitled motor vehicles. GM is one of the “Big Three” American automakers. GM engages in commerce by distributing and selling new motor vehicles under the Chevrolet, Buick, GMC, and Cadillac brands throughout the United States.

25. GM has designed, manufactured, imported, distributed, marketed, and leased a number of vehicles that feature the 60 kWh 350 V lithium-ion battery (hereinafter the “Defective Battery”).

26. From its headquarters in Detroit, Michigan, General Motors marketed the Class Vehicles and the Defective Battery.

IV. FACTUAL ALLEGATIONS

27. In early 2016, General Motors introduced the Chevrolet Bolt EV (also known as the “Chevy Bolt”) as “the 200-mile-range EV with cool connectivity that people can actually afford.”⁶ The Bolt quickly gained a number of accolades, including the 2017 Motor Trend Car of the Year, North American Car of the Year, and Automobile Magazine 2017 All Star awards.⁷ These awards touted the Bolt’s range and cost—“the \$30,000 . . . Bolt EV cut[] by more than half what an electric car with 238 miles range would have cost [in 2015].”⁸

⁶ Nicole Lee, *Presenting the Best of CES 2016 winners!*, ENDGADGET (Jan. 8, 2016) [hereinafter Exhibit D], <https://www.engadget.com/2016-01-08-presenting-the-best-of-ces-2016-winners.html> (last visited Dec. 10, 2020).

⁷ See, e.g., Jeff Cobb, *2017 Chevy Bolt’s Trophy Case Is Filling Up*, HYBRIDCARS (Nov. 23, 2016) [hereinafter Exhibit E], <https://www.hybridcars.com/2017-chevy-bolts-trophy-case-is-filling-up/> (last visited Dec. 10, 2020).

⁸ *Id.*

28. The record range of the Bolt was advertised as the result of an “unprecedented” partnership between Defendant GM and LG Corporation.⁹ In late 2015, GM explained that:

Offering consumers the first long-range, affordable EV, required an unprecedented supplier relationship combining expertise in infotainment, battery systems and component development with GM’s proven in-house capabilities in electric motor design, battery control, system validation and vehicle body/system integration.

Following joint planning and research, GM and LG Corp. brought the Chevrolet Bolt EV to reality.¹⁰

29. LG Chem, an LG subsidiary, was included in the development of the Bolt “from the start,” helping to achieve the “key element in driving down costs” by developing the battery.¹¹ LG Chem designed and produced the Bolt’s battery at its South Korea facility.

⁹ John Voelcker, *Bolt EV Powertrain: How Did GM And LG Collaborate On Design, Production?*, GREEN CAR REPORTS (Feb. 3, 2016) [hereinafter Exhibit F], https://www.greencarreports.com/news/1102176_bolt-ev-powertrain-how-did-gm-and-lg-collaborate-on-design-production (last visited Dec. 10, 2020).

¹⁰ Kevin Kelly, *Chevrolet Develops Bolt EV Using Strategic Partnership*, Chevrolet: Pressroom (Oct. 20, 2015) [hereinafter Exhibit G], <https://media.chevrolet.com/media/us/en/chevrolet/home.detail.print.html/content/Pages/news/us/en/2015/oct/1020-bolt.html> (last visited Dec. 10, 2020).

¹¹ Sam Abuelsamid, *New GM-LG Partnership On Chevy Bolt EV Shows Why Barra Is Resisting Fiat Merger*, FORBES (Oct. 21, 2015) [hereinafter Exhibit H], <https://www.forbes.com/sites/samabuelsamid/2015/10/21/general-motors-and-lg-team-up-to-jointly-develop-2017-chevrolet-bolt-ev/?sh=3b73c2cd380d> (last visited Dec. 10, 2020).

A. Defendant’s Marketing to Class Vehicle Owners and Lessees Emphasized the Battery Power and Range of the Chevy Bolt

30. Increased range is critical to the success of an all-electric vehicle. Car and Driver describes range as “*the* all-important stat”—because electric vehicles “can’t be driven as far on a single charge as most gas-powered cars can go on a tank of fuel,” and because electric vehicle batteries “can’t be rejuiced in the five minutes it takes to top up a car’s tank at a gas station,” increased range is one of the primary considerations for purchasers or lessees of electric vehicles.¹²

31. GM was aware of this consideration when marketing the Chevy Bolt. At the time of its release, the Chevy Bolt was marketed as having a travel range of 238 miles without recharging.¹³ GM went to great lengths to prove that range, including taking a Car and Driver writer on a test drive “from Monterey to Santa Barbara, California, that spanned approximately 240 miles on coastal highways.”¹⁴

32. This marketing was particularly important for GM because around the same time as the release of the Bolt, Tesla released a comparable compact electric

¹² Rich Ceppos, *FAQs for Electric Vehicle Shoppers*, CAR AND DRIVER (May 27, 2020) [hereinafter Exhibit I], <https://www.caranddriver.com/shopping-advice/a32668797/ev-faqs/> (last visited Dec. 10, 2020).

¹³ *See Chevrolet Bolt EV – 2017*, CHEVROLET NEWSROOM [hereinafter Exhibit J], <https://media.chevrolet.com/media/us/en/chevrolet/vehicles/bolt-ev/2017.html> (last visited Dec. 10, 2020).

¹⁴ Joey Capparella, *2017 Chevrolet Bolt EV First Drive*, CAR AND DRIVER (Sept. 13, 2016) [hereinafter Exhibit K], <https://www.caranddriver.com/reviews/a15099295/2017-chevrolet-bolt-ev-first-drive-review/> (last visited Dec. 10, 2020).

vehicle—the Tesla Model 3.¹⁵ Both vehicles advertised a range of over 200 miles on a single charge, making them some of the “first [electric vehicles] that could conceivably function as a family’s lone car.”¹⁶ The Model 3, however, advertised a significantly faster charging time than the Bolt—the Bolt’s fastest charging option, the direct-current fast-charging capability, costs consumers an extra \$750 and charges at roughly half of the rate of the Tesla Superchargers.¹⁷

33. The slower charging time, combined with limited access to charging stations, meant that consumers would not be able to make longer trips with the Bolt without significant planning. For example, a driver wouldn’t make “the 600-mile drive from Kansas City to Denver in a Chevrolet Bolt unless [they didn’t] mind charging for upwards of 30 hours on 110-volt outlets along the way.”¹⁸ The inconvenience of charging combined with the slower charging time of the Bolt when compared to its

¹⁵ See Bradley Berman, *EV Comparison: Tesla Model 3 vs. Chevy Bolt*, INSIDEEVS (Oct. 25, 2018) [hereinafter Exhibit L], <https://insideevs.com/reviews/340642/ev-comparison-tesla-model-3-vs-chevy-bolt/> (last visited Dec. 10, 2020) (describing the Tesla Model 3 and the Chevy Bolt as the “two leading compact electric vehicles”).

¹⁶ Christian Seabaugh, *2017 Chevrolet Bolt EV vs. 2016 Tesla Model S 60: High-Voltage*, MOTORTREND (Oct. 31, 2016) [hereinafter Exhibit M], <https://www.motortrend.com/cars/chevrolet/bolt-ev/2017/2017-chevrolet-bolt-ev-vs-2016-tesla-model-s-60/> (last visited Dec. 10, 2020) (comparing the Bolt to the Tesla Model S 60, a discontinued model that cost almost double the price of the Bolt and Model 3, in anticipation of the release of the Model 3, which the articles notes is a more appropriate comparison).

¹⁷ Eric Tingwall, *2017 Chevrolet Bolt EV*, CAR AND DRIVER (Oct. 28, 2016) [hereinafter Exhibit N], <https://www.caranddriver.com/reviews/a15099446/2017-chevrolet-bolt-ev-test-review/> (last visited Dec. 10, 2020).

¹⁸ *Id.*

direct competitors made every additional mile of the Bolt's range critically important to GM's marketing and to consumers.

34. GM therefore emphasized the Bolt's purported range in its marketing. For example, GM's pressroom released this statement about the launch of the Chevy Bolt:

Chevrolet promised to offer the first affordable electric vehicle with 200 miles or more of range and will exceed those expectations when the 2017 Bolt EV goes on sale later this year. With the vehicle's EPA-estimated range of 238 miles, owners can expect to go beyond their average daily driving needs — with plenty of range to spare — in the 2017 Bolt EV¹⁹

¹⁹ Liz Winter, *Bolt EV Offers 238 Miles of Range*, CHEVROLET: PRESSROOM (Sept. 13, 2016) [hereinafter Exhibit O], <https://media.chevrolet.com/media/us/en/chevrolet/home.detail.html/content/Pages/news/us/en/2016/sep/0913-boltev.html> (last visited Dec. 10, 2020).

Defendant further displayed the range of the Bolt at the forefront of a number of advertisements, like this ad from The Washington Post in June 2017, which prominently asks consumers to “begin a long-distance relationship, now”²⁰:



²⁰ John Voelcker, *Yes, ads for the Chevy Bolt EV electric car do actually exist; here's one*, GREEN CAR REPORTS (June 19, 2017) [hereinafter Exhibit P], https://www.greencarreports.com/news/1111082_yes-ads-for-the-chevy-bolt-ev-electric-car-do-actually-exist-heres-one (last visited Dec. 10, 2020).

35. GM also displayed the range in this commercial from 2017²¹:



36. One of the Bolt's first three customers even stated in a GM press release that it was "the range and technology" that attracted him to the Bolt.²²

37. For the 2018 and 2019 versions of the Bolt, GM continued to tout the Bolt's range prominently in advertisements.²³

²¹ *The All Electric Chevrolet Bolt EV - 238 Miles Per Full Charge | Chevrolet Bolt EV - Commercial TVC*, YOUTUBE (Jan. 11, 2017) [hereinafter Exhibit Q], <https://www.youtube.com/watch?v=uVIedKsm-Kg> (last visited Dec. 10, 2020) (screen captured at 1:32).

²² *Chevrolet Delivers First Bolt EVs to Customers*, CHEVROLET: PRESSROOM (Dec. 13, 2016) [hereinafter Exhibit R], <https://media.chevrolet.com/media/us/en/chevrolet/home.detail.html/content/Pages/news/us/en/2016/dec/1213-boltev.html> (last visited Dec. 10, 2020).

²³ *See, e.g., 2018 Chevrolet Bolt EV Specification*, CHEVROLET: PRESSROOM [hereinafter Exhibit S], <https://media.chevrolet.com/media/us/en/chevrolet/vehicles/bolt-ev/2018.tab1.html> (last visited Dec. 10, 2020); *Chevrolet Bolt EV – 2019*, CHEVROLET: PRESSROOM [hereinafter Exhibit T], <https://media.chevrolet.com/media/us/en/chevrolet/vehicles/bolt-ev/2019.tab1.html> (last visited Dec. 10, 2020).

38. Despite GM's representations, the most critical aspect of the Bolt's much-lauded range—the battery—could not be safely charged fully, and the represented range could not be achieved without dangerously overcharging the battery.

B. The Defective Battery Poses a Significant Safety Risk to Class Vehicle Owners and Lessees

39. Lithium ion batteries, such as the Defective Battery used in the Bolt, are used in most electric vehicles because of their “high power-to-weight ratio, high energy efficiency, good high-temperature performance, and low self-discharge.”²⁴ However, these batteries also have a well-documented history of fire issues.²⁵

40. Beginning in 2019, the Class Vehicles began to experience issues with the lithium ion batteries.²⁶ On information and belief, the Class Vehicles are equipped with Defective Batteries that are susceptible to catching fire when fully charged.

²⁴ *Batteries for Hybrid and Plug-In Electric Vehicles*, U.S. DEP'T OF ENERGY [hereinafter Exhibit U], https://afdc.energy.gov/vehicles/electric_batteries.html#:~:text=Lithium%2DIon%20Batteries,-Lithium%2DIon%20batteries&text=They%20also%20have%20a%20high,%2C%20and%20low%20self%2Ddischarge.&text=Most%20of%20today's%20PHEVs%20and,that%20of%20consumer%20electronics%20batteries (last visited Dec. 10, 2020).

²⁵ See Adreesh Ghoshal, *How Lithium Ion Batteries in EVs Catch Fire*, MEDIUM (Aug. 16, 2020) [hereinafter Exhibit V], <https://medium.com/the-innovation/how-lithium-ion-batteries-in-evs-catch-fire9d166c5b3af1#:~:text=Although%20rare%2C%20Lithium%2DIon%20batteries,overheats%2C%20resulting%20in%20a%20fire> (last visited Dec. 10, 2020); see also Ryan Fogelman, *April 2020 Fire Report: How & Why Do Lithium-Ion Batteries Fail, Insight from the Jedi Master of Lithium Power!*, WASTE360 (May 5, 2020) [hereinafter Exhibit W], <https://www.waste360.com/safety/april-2020-fire-report-how-why-do-lithium-ion-batteries-fail-insight-jedi-master-lithium> (last visited Dec. 10, 2020).

²⁶ See Exhibit A (stating that the first fire incident appears to have occurred on March 17, 2019).

41. The NHTSA database contains all motor-vehicle consumer complaints submitted to the National Highway Traffic Safety Administration (“NHTSA”) since January 2000. NHTSA maintains a database of motor-vehicle consumer complaints. GM, like other large automakers, regularly reviews these complaints and communicates directly with NHTSA. NHTSA has “[r]egular engagements with Original Equipment Manufacturers (OEMs), including weekly calls with large manufacturers.”²⁷

42. Consumers are able to submit Vehicle Owner Questionnaires in which they provide information that includes the make, model, and model year of the vehicle, the approximate incident date, the mileage at which the incident occurred, whether the incident involved a crash or fire, whether any people were injured or killed, the speed of the vehicle at the time of the incident, and a description of the incident.

43. A number of NHTSA complaints concerning the Defective Battery have been submitted to the database. Each of these complaints cites fire or smoke coming from the Class Vehicles while they are being charged.

44. These NHTSA complaints demonstrate the significance of the notice that Defendant received from NHTSA and customers, but also by and through GM authorized dealerships, regarding the Defective Battery.

²⁷ *Advancing Safety by Addressing Defects and Raising Awareness*, NHTSA [hereinafter Exhibit X], <https://www.nhtsa.gov/advancing-safety-addressing-defects-and-raising-awareness> (last visited Dec. 10, 2020).

45. Below are examples of consumer complaints submitted to NHTSA regarding fires from the Class Vehicles^{28, 29, 30}:

NHTSA ID Number: 11365622

NHTSA Posting Date: Oct. 21, 2020

I BROUGHT THE CAR TO THE DEALER ON 2 SEPARATE OCCASIONS WITH CONCERNS OF A FAULTY BATTERY. THE BATTERY SUDDENLY STOPPED CHARGING FULLY. HOWEVER, I WAS TOLD BY THE DEALER TWICE THAT THE BATTERY WAS FUNCTIONING PROPERLY AND THERE WAS NOTHING THEY COULD DO. I OPENED A CLAIM WITH GM REGARDING THIS INCIDENT, ASKING THEM TO REPLACE THE BATTERY, SINCE IT WAS STILL UNDER WARRANTY, AND THERE WAS CLEARLY AN ISSUE. AFTER MONTHS OF BACK-AND-FORTH, GM CLOSED MY CASE STATING IT WAS NORMAL DEPRECIATION OF THE BATTERY. ONE WEEK AFTER THEY CLOSED MY CASE, **THE BATTERY SPONTANEOUSLY CAUGHT FIRE WHILE CHARGING IN MY GARAGE OVERNIGHT**. IT TOTALED 2 VEHICLES, CHARRED EVERYTHING IN MY GARAGE, AND CAUSED SUCH SEVERE SMOKE DAMAGE THAT ALMOST EVERYTHING IN MY HOME WAS A TOTAL LOSS. THE FIRE DEPARTMENT DETERMINED THE FIRE ORIGINATED FROM THE TRUNK AREA, WHERE THE BATTERY IS. MY FAMILY IS DISPLACED WHILE REPAIRS ARE BEING DONE TO MY HOME, AT A TUNE OF APPROXIMATELY \$200,000 AT THIS POINT. WE LOST APPROXIMATELY \$105,000 IN CONTENTS, AS WELL AS THE 2 TOTALED VEHICLES (\$75,000).

NHTSA ID Number: 11372429

NHTSA Posting Date: Oct. 30, 2020

IN THE EARLY MORNING HOURS OF OCTOBER 21ST, AROUND 3AM, **WE WERE WOKEN UP BY SMOKE/FIRE ALARMS**. WE STARTED RUNNING AROUND OUR HOME TO IDENTIFY THE CAUSE OF THE ALARM. AFTER ABOUT 5 MINUTES OF

²⁸ NHTSA Complaint Database for 2017 Chevrolet Bolt, (last visited Dec. 10, 2020).

²⁹ NHTSA Complaint Database for 2018 Chevrolet Bolt, (last visited Dec. 10, 2020).

³⁰ NHTSA Complaint Database for 2019 Chevrolet Bolt, (last visited Dec. 10, 2020).

SEARCHING INSIDE THE HOME AND FINDING NOTHING, WE REALIZED THAT THERE WAS SOME SMELL OF SMOKE COMING FROM THE GARAGE AND WHEN THE MUDROOM DOOR WHICH LEADS TO THE GARAGE WAS OPENED, WE FOUND THAT **THE CHEVY BOLT WAS ON FIRE AND THERE WAS LOT OF SMOKE IN THE GARAGE.** THE CHEVY BOLT WAS PARKED/STATIONARY IN DOOR 3 SECTION OF THE GARAGE AND OUR OTHER CAR WAS PARKED IN DOOR 1 SECTION OF THE GARAGE. THE DOOR 2 SECTION OF THE GARAGE WAS EMPTY AT THE TIME OF THE INCIDENT. WITH CHEVY BOLT ON FIRE, WE SAW THAT THE DOOR 3 SECTION OF THE GARAGE WAS ENGULFED IN FLAMES AND FILLED WITH SMOKE. WE TRIED TO USE THE FIRE EXTINGUISHER TO PUT-OFF THE FIRE BUT COULD NOT CONTAIN THE SPREAD OF THE FIRE. THE CHEVY BOLT WAS KEPT FOR CHARGING OVERNIGHT, AS HAS BEEN THE GENERAL PRACTICE THAT WE HAVE BEEN FOLLOWING FOR AROUND 2 YEARS. WE CALLED 911 AS SOON AS WE SAW THE GARAGE IN FLAMES AND FIRE ENGINES ARRIVED WITHIN 15 MINUTES BUT THE FIRE HAD SPREAD WIDELY AND CAUSED RAMPANT DAMAGES TO THE ENTIRE GARAGE INCLUDING THE OTHER CAR, BEDROOM ON THE TOP OF THE GARAGE IN THE SECOND FLOOR AND THE BEDROOM ADJOINING THE GARAGE IN THE FIRST FLOOR. WHILE ALL THE OCCUPANTS OF THE HOME GOT OUT WITHIN AROUND 8 MINUTES OF HEARING THE FIRE ALARM, THE FIRE AND HEAT/SMOKE SPREAD QUICKLY TO WASHER/DRYER SECTION, EAT IN DINING, KITCHEN, FAMILY ROOM AND FORMAL DINING ROOM. THE OTHER SECTIONS OF THE HOME INCLUDING THE FOYER, OFFICE ROOM, SUN ROOM AND ALL OF THE BEDROOMS UPSTAIRS WERE QUICKLY FILLED BY SMOKE AND SOOT. THE HEAT INSIDE THE HOME WAS SO MUCH THAT ONE CAN LITERALLY SEE THE FRAMING STUDS. THE TOWNSHIP FIRE AND POLICE DEPARTMENT ARRIVED PROMPTLY ON THE SCENE AND HAVE BEEN DILIGENTLY FOLLOWING UP ON THE INVESTIGATION.

NHTSA ID Number: 11364692

NHTSA Posting Date: Oct. 16, 2020

CHEVY BOLT FINISHED CHARGING AND THEN STARTED TO SMOKE FROM UNDER THE CAR. THE SOUND OF POPPING

NOISES WERE HEARD AND THEN **10 MINUTES LATER THE CAR WAS ENGULFED IN FLAMES.** THE CARS BATTERY PACK STARTING POPPING THEN EXPLODED IN FLAMES.

NHTSA ID Number: 11374956

NHTSA Posting Date: Nov. 17, 2020

2017 BOLT EV WAS PARKED NOSE INTO GARAGE PLUGGED INTO WALL CHARGER CHARGING UNATTENDED WITH MY PHONE SET TO ALERT ME WHEN ESTIMATED TO BE FULLY CHARGED. WHEN I CAME OUT OF THE HOUSE TO UNPLUG CHARGER THERE WAS FIRE VISIBLE UNDER BACK SEAT IN PASSENGER COMPARTMENT OF VEHICLE. CALLED 911 AND BY THE TIME POLICE AND FIRE RESPONDED WITHIN A FEW MINUTES **ENTIRE BATTERY UNDER VEHICLE ENGULFED CAR IN FLAMES** CAUSING GARAGE FIRE WHICH DESTROYED GARAGE AND ALL IT CONTENTS.JUST LEARNED FROM CARFAX THAT GM ISSUED RECALL NOVEMBER 15 FOR POTENTIAL BATTERY FIRES WHEN AT OR NEAR FULL CHARGE.

NHTSA ID Number: 11339878

NHTSA Posting Date: July 17, 2020

MY 2019 CHEVY BOLT WAS FULLY CHARGED AND DRIVEN FOR 12 MILES TO OUR DESTINATION, A TOWNHOUSE DEVELOPMENT WITH PRIVATE OUTDOOR OPEN PARKING. WE ARRIVED AROUND 7:30PM, PARKED IT AND TURNED IT OFF. 20 MINS LATER A NEIGHBOR RANG OUR DOORBELL BECAUSE THERE WAS 20 FOOT HIGH HEAVY WHITE/GRAY SMOKE CLOUD COMING OUT THE BACK OF THE CAR. I CALLED 911 AND FIREFIGHTERS DOUSED THE CAR WITH WATER FOR AN HOUR AFTER SMASHING THE REAR WINDOW TO GET ACCESS TO THE SMOKING AREA.THEY LEFT, LESS THAN AN HOUR LATER I CALLED 911 AGAIN B/C THE SMOKE RESTARTED. SMOLDERING WAS SO HOT IT PARTLY BURNED THE BACKSEAT. ONCE THE CAR WAS COOL ENOUGH IT WAS TOWED TO THE DEALERSHIP WHERE IT WAS ORIGINALLY PURCHASED. THERE IT BEGAN TO SMOKE AGAIN. 911 WAS CALLED AND FIREFIGHTERS PUT OUT THE SMOKE ONCE AGAIN. THIS TIME THE SMOKE WAS SMALL AND STARTED ON THE AREA WHERE THE BACKSEAT WAS

PREVIOUSLY LOCATED; MINUTES LATER THE SAME HEAVY SMOKE CAME OUT FAST FROM UNDERNEATH THE FRONT PASSENGER SIDE. THE POLICE WERE THERE TO WITNESS THAT INCIDENT. IT WAS AROUND MIDNIGHT THEN.

3 SPONTANEOUS COMBUSTIONS IN 4 HOURS; DOOR CAMERA VIDEOS DIDN'T PICK UP MOVEMENT BETWEEN OUR ARRIVAL AND THE NEIGHBOR RINGING THE BELL; ONSTAR REPORTS DON'T SHOW ANYTHING ELECTRICALLY WRONG WITH THE CAR; NO ALTERATIONS HAD BEEN MADE TO IT; AND THE DASHBOARD DIDN'T SHOW ANY WARNINGS DURING THAT ONE LAST TRIP. BASED ON THE ABOVE, I BELIEVE THE PROBLEM WAS A HIGH VOLTAGE BATTERY RUNAWAY THERMAL EVENT.

EVEN THOUGH THE CAR IS STILL UNDER GM'S WARRANTY, THEY REFUSE TO INVESTIGATE BECAUSE WE CALLED OUR INSURANCE FIRST INSTEAD OF GM (PER GM'S PRODUCT ASSISTANCE CLAIM TEAM). THE CAR IS CURRENTLY AT AIIA AND GM COULD GO INVESTIGATE. BUT THEY WON'T. HOW MANY OTHER BOLTS ARE SPONTANEOUSLY COMBUSTING AND PEOPLE GETTING HURT? **HOW MANY WILL IT TAKE FOR GM TO CARE?**

46. The first complaint of spontaneous fire from the Class Vehicles was submitted to NHTSA on July 8, 2019:

NHTSA ID Number: 11230072
NHTSA Posting Date: July 8, 2019

ON MARCH 17, 2019 AT APPROXIMATELY 3:45P.M., WE PARKED THE BOLT IN THE DRIVEWAY OF OUR HOME. WE EXITED THE BOLT AND PLUGGED IT INTO OUR JUICEBOX (LEVEL 2) CHARGER AS USUAL. AT APPROXIMATELY 5:00 PM, WE WERE ALERTED THAT THE BOLT WAS ON FIRE. WE DISCOVERED SMOKE BILLOWING OUT OF THE REAR OF THE BOLT AND THE BOLT APPARENTLY COMBUSTING FROM WITHIN IN THE AREA OF THE BATTERY CELLS. THE FIRE DEPARTMENT WAS CONTACTED AND TOOK APPROXIMATELY 3 HOURS TO CONTROL THE FIRE AND SMOKE. THE FIRE DEPARTMENT EVACUATED US, OUR DOWNSTAIRS NEIGHBORS, AND BOTH

UNITS OF THE HOME NEXT DOOR DURING THE FIRE. THE FUMES FROM THE BURNING MATERIALS WAS SO THICK AND NOXIOUS IT PERMEATED OUR HOME, REQUIRING PROFESSIONAL CLEANING. WE EXPERIENCED HEADACHES FOLLOWING CONTACT WITH THE SMOKE. THE BOLT IS A TOTAL LOSS. IT TOOK CHEVY A FEW DAYS TO RESPOND TO OUR CLAIM. EVENTUALLY CHEVY SENT TWO ENGINEERS FROM DETROIT TO OUR DRIVEWAY TO INSPECT THE JUICE BOX. **CHEVY PURCHASED THE CAR FROM THE INSURANCE COMPANY.**

47. Despite evidence of fires resulting from charging the Bolt's batteries to 100%—and despite GM's apparent purchase of an affected vehicle for investigative purposes and knowledge of the fires—a GM engineer gave an interview just months after the first NHTSA complaints, saying that “[w]e engineered the battery system so that you can charge to 100% and maximize range. If you want maximum range, charge to 100%.”³¹

48. As the numerous NHTSA complaints show, this is untrue. The Defective Battery is at risk of catching fire at full or near-full charge unless the Class Vehicles are modified to deplete the battery capacity by 10%, reducing the vehicle range well below the advertised 238-mile range that consumers were promised when they purchased or leased the Class Vehicles.

³¹ Steve Birkett, *3 Takeaways from GM's Q&A with a Chevy Bolt EV Battery Expert*, TORQUENEWS (Oct. 31, 2019) [hereinafter Exhibit Y], <https://www.torquenews.com/7893/3-takeaways-qa-chevy-bolt-ev-battery-expert> (last visited Dec. 10, 2020).

C. The Proposed Recall is Insufficient to Remedy the Harm to Class Vehicle Owners and Lessees

49. On November 13, 2020, more than a year after the first known incident of fire in the Class Vehicles, and more than four years after GM began manufacturing and distributing Class Vehicles, GM announced its intent to recall over 50,000 vehicles with high voltage batteries that “may pose a risk of fire when charged to full, or very close to full, capacity.”³² Instead of completely recalling the Class Vehicles to replace the dangerous batteries, GM’s recall proposes an “interim remedy” for Class Vehicles that will limit the battery capacity of the Vehicles to 90% by reprogramming the hybrid propulsion control module.³³

50. GM notified consumers that dealerships would offer a software update to implement the interim remedy on November 17, 2020, and also instructed consumers how to reduce the vehicle charge settings themselves in order to limit the charging capacity.³⁴ GM also instructed consumers not to park their vehicles in their garages or carports until after they had implemented the software changes:

³² Exhibit A.

³³ Exhibit A.

³⁴ See Email from Steve Hill, U.S. Vice President, Chevrolet, to 2017 Bolt Owners (2020) [hereinafter Exhibit Z], <https://static.nhtsa.gov/odi/rcl/2020/RMISC-20V701-4450.pdf> (last visited Dec. 10, 2020).

We will be providing our dealers with a software update beginning November 17, 2020 that will limit the charge for all the vehicles in this population to 90% while we continue to investigate the cause of these incidents. In the meantime, we know that the safety of our owners and their families is paramount, which is why we're asking owners to take the following steps now that will limit the charge capacity to 90% and reduce the risk of fire.

For your 2017 model-year Bolt EV:

- Change the vehicle charge settings to use the Hill Top Reserve option

For instructions on how to activate these settings, please view the video at our website:

[Chevy.com/boltevre recall](https://chevy.com/boltevre recall) ›

If you are unable to successfully make these changes, or do not feel comfortable making these changes, we ask you to not park your car in your garage or carport until after you have visited your dealer.

51. This “fix” leaves consumers with a vehicle with considerably less range than advertised—an issue that Class Vehicle owners and lessees quickly raised via NHTSA complaints. Two such complaints are below³⁵:

NHTSA ID Number: 11376229

NHTSA Posting Date: Nov. 25, 2020

TODAY I RECEIVED RECALL NOTIFICATION GM N202311730 ABOUT DEFECTIVE BATTERIES THAT CAN CAUSE A FIRE WHEN CHARGED TO 100%. GM'S SOLUTION IS TO CHANGE SOFTWARE TO LIMIT MY VEHICLE'S CHARGE TO 90%. THIS IS NOT A SOLUTION. IT IS A BAND AID. THE BATTERIES ARE DEFECTIVE AND SHOULD BE REPLACED. WHY SHOULD I SUFFER THE CONSEQUENCE OF THIS AND HAVE TO DEAL WITH REDUCED VEHICLE RANGE AND MORE FREQUENT CHARGING. IF THE BATTERIES ARE A FIRE HAZARD, THEY SHOULD BE REPLACED WITH SAFE BATTERIES AT NO-COST TO THE OWNER.

³⁵ NHTSA Complaint Database for 2017 Chevrolet Bolt (last visited Dec. 10, 2020).

NHTSA ID Number: 11376136

NHTSA Posting Date: Nov. 24, 2020

GM RECALL DUE TO BATTERY FIRES AFFECTS THIS CAR. THE RECALL SOLUTION TO SIMPLY LIMIT MY DRIVING TO 90% OF THE RANGE IS ABHORRENT. MY CAR IS NOW LESS THAN 90% EFFECTIVE--THERE ARE DESTINATIONS I CAN NO LONGER REACH IN A SINGLE CHARGE, AND RECHARGING IS NOWHERE NEAR AS FAST OR UBIQUITOUS AS GAS. GM NEEDS A SOLUTION THAT RESTORES THE FULL DISTANCE ABILITY OF THIS CAR, OTHERWISE IT'S OUTRIGHT FRAUD.

52. GM has been aware of the Defective Battery in the Class Vehicles since at least July 2019, when it received the first complaint of a spontaneous fire when charging a Chevy Bolt and when GM purchased the vehicle at issue, purportedly to determine the cause of the fire. But GM knew or should have known of the risk long before that—before putting the Class Vehicles on sale in the first place. For more than a year after the first fire, GM operated with a cynical “business-as-usual” attitude, even going so far as to reiterate to Class Members that they could and should charge their Vehicles to 100%,³⁶ before opening a formal investigation into the fires in August 2020.³⁷ After opening this investigation, it took months for GM to communicate to Plaintiffs and Class Members that the danger from the Class Vehicles was so high that the Vehicles should be parked outside.

53. There is no justifiable reason for this delay, particularly since GM has still done little more than warn consumers not to park their vehicles inside their garage lest

³⁶ Exhibit Y.

³⁷ Exhibit A.

the Defective Battery burn their home down. There is a possible financial motive, though: the delay allowed GM to continue selling its remaining inventory of Class Vehicles before switching over to a new battery design for the 2020 model year.

54. Despite knowledge of the fires dating back to the summer of 2019 at the latest, GM has sold and leased, and continues to sell and lease, Class Vehicles with the knowledge that they contain defective and dangerous batteries that pose a risk to consumers. Instead, GM proposes a recall that results in reduced vehicle range and the need for additional charging by Class Vehicle owners and lessees.

55. Had GM disclosed the defect to Class Members, reasonable consumers would have been aware of it. Instead, Defendant remained silent until more than a year after the first incident of a Bolt catching fire while charging.

56. GM's knowledge of the Battery Defect, and its subsequent inaction, has resulted in harm to Plaintiff and Class Members.

V. CLASS ACTION ALLEGATIONS

57. Plaintiffs bring this action as a class action under Rule 23 of the Federal Rules of Civil Procedure, on behalf of a proposed nationwide class (the "Class"), defined as:

Any person in the United States who purchased or leased, other than for resale, a Class Vehicle.

58. Class Vehicles are defined as follows:

2017, 2018, and 2019 model year Chevrolet Bolt.

59. In addition, state subclasses are defined as follows:

Arizona Subclass: All persons in the state of Arizona who bought or leased, other than for resale, a Class Vehicle.

Washington Subclass: All persons in the state of Washington who bought or leased, other than for resale, a Class Vehicle.

60. The Class and these Subclasses satisfy the prerequisites of Federal Rule of Civil Procedure 23(a) and the requirements of Rule 23(b)(3).

61. **Numerosity and Ascertainability:** Plaintiffs do not know the exact size of the Class or identity of the Class Members, since such information is the exclusive control of Defendant. Nevertheless, the Class encompasses thousands of individuals dispersed throughout the United States. The number of Class Members is so numerous that joinder of all Class Members is impracticable. The names, addresses, and phone numbers of Class Members are identifiable through documents maintained by Defendant.

62. **Commonality and Predominance:** This action involves common questions of law and fact which predominate over any question solely affecting individual Class Members. These common questions include:

- i. whether Defendant engaged in the conduct alleged herein;
- ii. whether Defendant had knowledge of the Battery Defect in the Class Vehicles when they placed Class Vehicles into the stream of commerce in the United States;

- iii. whether Defendant should have had knowledge of the Battery Defect in the Class Vehicles when they placed Class Vehicles into the stream of commerce in the United States;
- iv. when Defendant became aware of the Battery Defect in the Class Vehicles;
- v. whether Defendant knowingly failed to disclose the existence and cause of this defect in the Class Vehicles;
- vi. whether Defendant knowingly concealed the defect in the Class Vehicles;
- vii. whether Defendant's conduct as alleged herein violates consumer protection laws;
- viii. whether Defendant's conduct as alleged herein violates warranty laws;
- ix. whether Defendant's conduct as alleged herein violates other laws asserted herein;
- x. whether Plaintiff and Class Members overpaid for their Class Vehicles as a result of the defect;
- xi. whether Plaintiffs and Class Members have suffered an ascertainable loss as a result of the defect;
- xii. and whether Plaintiffs and Class Members are entitled to damages and equitable relief.

63. **Typicality:** Plaintiffs' claims are typical of the other Class Members' claims because all Class Members were comparably injured through Defendant's substantially uniform misconduct as described above. The Plaintiffs representing the Class are advancing the same claims and legal theories on behalf of themselves and all other members of the Class that they represent, and there are no defenses that are unique to Plaintiffs. The claims of Plaintiffs and Class Members arise from the same operative facts and are based on the same legal theories.

64. **Adequacy:** Plaintiffs are adequate Class representatives because their interests do not conflict with the interests of the other members of the Class they seek to represent; Plaintiffs have retained counsel competent and experienced in complex class action litigation; and Plaintiffs intend to prosecute this action vigorously. The Class's interest will be fairly and adequately protected by Plaintiffs and their counsel.

65. **Superiority:** A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages and other detriment suffered by Plaintiffs and the other Class Members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendant, so it would be virtually impossible for the Class Members to individually seek redress for Defendant's wrongful conduct. Even if Class Members could afford individual litigation, the court system could not; individualized litigation creates a potential for inconsistent or contradictory judgments, increases the delay and

expense to the parties, and increases the expense and burden to the court system. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by this Court.

ANY APPLICABLE STATUTES OF LIMITATION ARE TOLLED

A. Discovery Rule

66. The tolling doctrine was made for cases of concealment like this one. Plaintiffs and Class Members did not discover, and could not have discovered through the exercise of reasonable diligence, that the Class Vehicles had one or more design and/or manufacturing defects that caused the Class Vehicle batteries to overheat when fully charged.

67. Plaintiffs and Class Members had no realistic ability to discover the extent of the design and/or manufacturing defects until their Class Vehicles spontaneously set on fire and would have had no reason to individually believe that the problems with their vehicles were the result of a widespread design and/or manufacturing defect.

68. Any statutes of limitation otherwise-applicable to any claims asserted herein have thus been tolled by the discovery rule.

VI. CLAIMS FOR RELIEF

A. Claims Brought on Behalf of the Nationwide Class

COUNT ONE — FRAUD & FRAUDULENT CONCEALMENT

69. Plaintiffs reallege and incorporate all preceding allegations as though fully set forth herein.

1. Affirmative Misrepresentation

70. Plaintiffs assert this affirmative misrepresentation theory of fraud on behalf of themselves and the Nationwide Class or, in the alternative, on behalf of the State Classes.

71. Defendant advertised the Chevy Bolt as having a range of 238 miles and meeting consumers' needs as a vehicle that will take drivers "beyond their average daily driving needs—with plenty of range to spare."³⁸ Defendant communicated through these advertisements that the Class Vehicles were safe, durable, and would travel farther on a single charge than comparable vehicles.

72. Defendant has known since mid-2019 at the very latest that its representations regarding the material fact of the Class Vehicles range were false and intended Plaintiffs and Class Members to rely on them. Even now, GM advertises the Chevy Bolt to have a driving range of 238 miles.³⁹

³⁸ Exhibit O.

³⁹ See Exhibit J; Exhibit S; Exhibit T.

73. Plaintiffs and Class Members did rely on Defendant's affirmative misrepresentations regarding the safety, durability, and range of the Class Vehicles when deciding to purchase or lease the Class Vehicles.

2. Fraudulent Concealment: Range Representation

74. Plaintiffs assert this fraudulent concealment theory on behalf of themselves and the Nationwide Class or, in the alternative, on behalf of the State Classes, against Defendant.

75. The Class Vehicles that Plaintiffs and Class Members purchased or leased were defective and unsafe because they were subject to spontaneous combustion when charging to a full or almost-full battery level due to the Defective Battery.

76. Defendant intentionally concealed the Defective Battery and acted with reckless disregard for the truth when Defendant did not represent to consumers that there would be any issues with charging the Class Vehicles to 100% until over a year after they became aware of the risk of spontaneous combustion. Further, after Defendant became aware of the risk of fire when charging the Class Vehicles in 2019, Defendant represented to consumers that the Class Vehicles could be safely charged to 100%.⁴⁰

77. Defendant had a duty to disclose this material safety information to Plaintiffs and Class Members because of the safety hazards posted by the alleged defects and because Defendant had knowledge of the Defective Battery and took

⁴⁰ Exhibit Y.

affirmative actions to conceal the Defect, including representing to consumers that the Class Vehicles could be safely charged to 100%.

78. Plaintiffs and Class Members did not know of the Defective Battery and could not have discovered it through reasonably diligent investigation until their vehicles spontaneously set on fire without warning, causing significant damage.

79. But for Defendant's fraud, Plaintiffs and Class Members would not have purchased or leased the Class Vehicles, or would have paid less for them. Plaintiffs and Class Members have sustained damage because they purchased or leased vehicles that were not as represented and because they now own or lease Class Vehicles that are unsafe and never should have been placed in the stream of commerce. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

80. Defendant's acts were done wantonly, deliberately, with intent to defraud, in reckless disregard of the rights of Plaintiffs and Class Members, and to enrich themselves. Defendant's misconduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount shall be determined according to proof at trial.

COUNT TWO — UNJUST ENRICHMENT

81. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

82. Plaintiffs and Class Members paid Defendant the value of non-defective, fully operational Class Vehicles with a driving range of 238 miles. In exchange, Defendant provided Plaintiffs and Class Members with defective vehicles that are not fully operational and cannot be operated with a driving range of 238 miles without the risk of catching fire while charging.

83. Further, Defendant provided Plaintiffs and Class Members with Class Vehicles that are in need of significantly more charging time than advertised and a reduced range. Plaintiffs provided Defendant GM with the value of vehicles with none of these defects.

84. As such, Plaintiffs conferred value upon GM which would be unjust for GM to retain.

85. As a direct and proximate result of GM's unjust enrichment, Plaintiffs and Class Members have suffered and continue to suffer various injuries. As such, they are entitled to damages, including but not limited to restitution of all amounts by which GM was enriched through its misconduct.

**COUNT THREE — VIOLATION OF THE MAGNUSON–MOSS WARRANTY
ACT
(15 U.S.C. § 2301, *et seq.*)**

86. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

87. Plaintiffs are “consumers” within the meaning of the Magnuson–Moss Warranty Act, 15 U.S.C. § 2301(3).

88. Defendant is a “supplier” and a “warrantor” within the meaning of the Magnuson–Moss Warranty Act, 15 U.S.C. § 2301(4)–(5).

89. The Class Vehicles are a “consumer product” within the meaning of the Magnuson–Moss Warranty Act, 15 U.S.C. § 2301(1).

90. The Magnuson–Moss Warranty Act, 15 U.S.C. § 2301(d)(1) provides for a cause of action for any consumer who is damaged by the failures of a warrantor to comply with a written warranty.

91. Defendant’s representations as described herein that Class Vehicles sold to Plaintiffs and Class Members have an estimated range of “238 miles” on a fully charged battery are written warranties within the meaning of the Magnuson–Moss Warranty Act, 15 U.S.C. § 2301(6).⁴¹

92. Through written and implied warranties, GM warranted that the Class Vehicles are free from defects, of merchantable quality, and fit for their ordinary and represented use.

93. GM breached the warranties as described herein. Contrary to Defendant’s representations, Plaintiffs and other Class Members are faced with the choice of limiting their battery charge to 90% and accepting the resulting reduced range or be subjected to the risk of potential car fires. As such, the Class Vehicles do not perform as promised and are unfit and unreasonably dangerous for ordinary use.

⁴¹ See Exhibit J; Exhibit S; Exhibit T.

94. Defendant knew, or should have known, of the Defective Battery in the Class Vehicles.

95. Defendant knew, or should have known, that it's representations regarding the capabilities of the Class Vehicles were false, yet proceeded with a multi-year advertising campaign through which GM promised consumers that the Class Vehicles had a range of 238 miles on a full charge, and that the Class Vehicles could be safely charged to 100%.

96. Plaintiffs and Class Members were damages as a result of Defendant's breach of warranty because they received a product incapable of performing as Defendant represented without extreme risks to Plaintiffs' and Class Members' safety, rendering the Class Vehicles less valuable than as represented.

B. Claims Brought on Behalf of the Arizona Class

**COUNT FOUR — BREACH OF IMPLIED WARRANTY OF
MERCHANTABILITY
ARIZ. REV. STAT. ANN. § 47-2314**

97. Plaintiff Altobelli realleges and incorporates by reference all preceding allegations as though fully set forth herein.

98. Plaintiff Altobelli brings this action on behalf of herself and the Arizona State Subclass against Defendant.

99. GM is a merchant with respect to the Class Vehicles. *See* ARIZ. REV. STAT. § 47-2314(A).

100. As such, Defendant was obliged to provide Class Vehicles that were fit for their ordinary purpose.

101. The Class Vehicles are at risk of spontaneous combustion when charged to full or almost-full battery levels, which Defendant represented was appropriate and safe. The Class Vehicles are thus not fit for their ordinary purpose of transporting the driver and passengers in reasonable safety during normal operation.

102. Defendant breached the implied warranty that the Class Vehicles were appropriate and safe for ordinary use by marketing, distributing, and selling and leasing the Class Vehicles with the Defective Batteries.

103. These defects existed at the time the Class Vehicles left Defendant's manufacturing facilities and at the time the Class Vehicles were sold to Plaintiff Altobelli and Class Members.

104. As a direct and proximate result of these breaches, Plaintiff Altobelli and the Arizona Class have suffered various injuries, included diminution in value of the Class Vehicles.

COUNT FIVE — BREACH OF EXPRESS WARRANTY
ARIZ. REV. STAT. ANN. § 47-2313

105. Plaintiff Altobelli realleges and incorporates by reference all preceding allegations as though fully set forth herein.

106. Plaintiff Altobelli brings this action on behalf of herself and the Arizona State Subclass against Defendant.

107. Defendant expressly warranted through statements and advertisements that the Class Vehicles were of high quality, would work properly and safely, and could be safely fully charged for a driving range of 238 miles. *See* ARIZ. REV. STAT. § 47-2313(A).

108. GM breached this warranty by knowingly selling vehicles equipped with Defective Batteries that could not be safely charged to 100%, and had a significantly reduced driving range.

109. Plaintiff Altobelli and the Arizona Class have been damaged as a direct and proximate result of Defendant's breaches in that the Class Vehicles purchased by Plaintiff Altobelli and the Arizona Class were and are worth far less than what Plaintiff and the Arizona Class Members paid to purchase them.

110. The Class Vehicles were defective as herein alleged at the time they left Defendant's factories, and the vehicles reached Plaintiff Altobelli and Class Members without substantial change in the condition in which they were sold.

111. As a direct and proximate result of these breaches, Plaintiff Altobelli and the Arizona Class have suffered various injuries, included diminution in value of the Class Vehicles.

**COUNT SIX — VIOLATION OF THE ARIZONA CONSUMER FRAUD ACT
ARIZ. REV. STAT. ANN. § 44-1522**

112. Plaintiff Altobelli realleges and incorporates by reference all preceding allegations as though fully set forth herein.

113. Plaintiff Altobelli brings this action on behalf of herself and the Arizona State Subclass against Defendant.

114. Arizona prohibits the “act, use or employment by any person of any deception, deceptive or unfair act or practice, fraud, false pretense, false promise, misrepresentation, or concealment, suppression or omission of any material fact with intent that others rely on such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise whether or not any person has in fact been misled, deceived or damaged thereby.” ARIZ. REV. STAT. § 44-1522(A).

115. As alleged herein, Defendant advertised the Class Vehicles to have a range of 238 miles and that the Class Vehicles could be safely charged to 100%.

116. Defendant intended that consumers would rely on these misrepresentations, inducing Plaintiff Altobelli and Class Members to purchase the Class Vehicles over comparable other vehicles.

117. Plaintiff Altobelli and Class Members did, in fact, rely on these representations when choosing to purchase the Class Vehicles over comparable other vehicles.

118. Plaintiff Altobelli and Class Members are therefore entitled to damages in an amount to be proven at trial.

C. Claims Brought on Behalf of the Washington Class

**COUNT SEVEN — BREACH OF EXPRESS WARRANTY
WASH. REV. CODE § 62A.2-313 and § 62A.2A-210**

119. Plaintiff Andersen realleges and incorporates by reference all preceding allegations as though fully set forth herein.

120. Plaintiff Andersen brings this action on behalf of himself and the Washington State Class against Defendant.

121. Defendant was at all relevant times a “merchant” with respect to motor vehicles under Wash. Rev. Code §§ 62A.2-104(1) and 62A.2A-103(1)(t), and a “seller” of motor vehicles under Wash. Rev. Code § 2.103(a)(4).

122. With respect to leases, GM was at all relevant times a “lessor” of motor vehicles under Wash. Rev. Code § 62A.2A-103(1)(p).

123. The Class Vehicles were at all relevant times “goods” within the meaning of Wash. Rev. Code §§ 62A.2-105(1) and 62A.2A-103(1)(h).

124. Defendant expressly warranted through statements and advertisements that the Class Vehicles were of high quality, would work properly and safely, and could be safely fully charged for a driving range of 238 miles.

125. However, GM knew or should have known that this warranty was false and/or misleading, because GM knew or should have been aware that the Class Vehicles contained the Defective Battery. Further, GM attempted to conceal this defect by continuing to represent that the Class Vehicles could be safely fully charged after it knew of the fire risk.

126. Plaintiff Andersen and the Washington State Class reasonably relied on GM's express warranty concerning proper manufacturing and design when purchasing or leasing the Class Vehicles. However, the Class Vehicles did not perform as warranted. Unbeknownst to Plaintiff and the Washington State Class, the Class Vehicles were designed and/or manufactured with a dangerous flaw that resulted in dangerous fire risks when charging the Vehicles. GM therefore breached its express warranty by providing a product containing defects that were never disclosed to Plaintiff Andersen and the Washington State Class.

127. Plaintiff Andersen and the Washington State Class have been damaged as a direct and proximate result of GM's breaches and seek damages in an amount to be determined at trial.

**COUNT EIGHT — BREACH OF IMPLIED WARRANTY OF
MERCHANTABILITY**

WASH. REV. CODE § 62A.2-314 and § 62A.2A-212

128. Plaintiff Andersen realleges and incorporates by reference all preceding allegations as though fully set forth herein.

129. Plaintiff Andersen brings this action on behalf of himself and the Washington State Class against Defendant.

130. GM was at all relevant times a "merchant" with respect to motor vehicles under Wash. Rev. Code §§ 62A.2-104(1) and 62A.2A-103(1)(t), and a "seller" of motor vehicles under Wash. Rev. Code § 2.103(a)(4).

131. With respect to leases, GM was at all relevant times a “lessor” of motor vehicles under Wash. Rev. Code § 62A.2A-103(1)(p).

132. The Class Vehicles were at all relevant times “goods” within the meaning of Wash. Rev. Code §§ 62A.2-105(1) and 62A.2A-103(1)(h).

133. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Wash. Rev. Code §§ 62A.2-314 and 62A.2A-212.

134. GM sold and/or leased Class Vehicles that were not in merchantable condition or fit for their ordinary purpose in violation of the implied warranty. The Class Vehicles were not in merchantable condition because their design and/or manufacture can cause the vehicles to spontaneously ignite when charged to full or nearly-full capacity.

135. GM’s breach of the implied warranty of merchantability caused damage to the Plaintiff and the Washington State Class. The amount of damages due will be proven at trial.

COUNT NINE — VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT, WASH. REV. CODE ANN. § § 19.86.010, *et seq.*

136. Plaintiff Andersen realleges and incorporates by reference all preceding allegations as though fully set forth herein.

137. Plaintiff Andersen brings this action on behalf of himself and the Washington State Class against Defendant.

138. GM, Plaintiff Andersen, and the Washington State Class Members are “persons” within the meaning of Wash. Rev. Code § 19.86.010(2).

139. GM is engaged in “trade” or “commerce” within the meaning of Wash. Rev. Code § 19.86.010(1).

140. The Washington Consumer Protection Act (“Washington CPA”) makes unlawful “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Wash. Rev. Code § 19.86.020.

141. In the course of its business, GM, through its agents, employees, and/or subsidiaries, violated the Washington CPA.

142. As detailed in the common law fraud allegations: (1) GM affirmatively misrepresented the range of the Class Vehicles through its advertisements and press releases; and (2) GM affirmatively misrepresented the safety and durability of the Class Vehicles through its advertisements and press releases, causing danger to the Class Members and other drivers. In doing so, and by marketing, offering for sale, and selling the defective Class Vehicles, GM engaged in one or more of the following unfair or deceptive acts or practices in violation of Wash. Rev. Code § 19.86.020:

A. Representing that the Class Vehicles are of a particular standard, quality, and grade when they are not;

B. Advertising the Class Vehicles with the intent not to sell or lease them as advertised;

- C. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or
- D. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Class Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

143. Defendant's scheme and concealment of the Defective Battery was material to Plaintiff Andersen and the Washington State Class. Had they known the truth, Plaintiff Andersen and the Washington State Class would not have purchased or leased the Class Vehicles, or—if the Class Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

144. Plaintiff Andersen and the Washington State Class Members had no way of discerning that Defendant GM's representations were false or misleading, or otherwise learning the facts that Defendant had concealed or failed to disclose, because the Defective Battery was not discoverable until it lit on fire when charging. Plaintiff Andersen and Washington State Class Members did not and could not have unraveled GM's deception on their own.

145. Defendant had an ongoing duty to Plaintiff Andersen and the Washington State Class to refrain from unfair and deceptive practices under the Washington CPA in the course of their business. Specifically, Defendant owed Plaintiff Andersen and Washington State Class Members a duty to disclose all the material facts concerning the Defective Battery because Defendant possessed exclusive knowledge, intentionally concealed it from Plaintiff and the Washington State Class, and/or made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

146. Plaintiff Andersen and Washington State Class members suffered ascertainable loss and actual damages as a direct and proximate result of Defendant's concealment, misrepresentations, and/or failure to disclose material information.

147. Defendant's violations present a continuing risk to Plaintiff Andersen and the Washington State Class, as well as to the general public. GM's unlawful acts and practices complained of herein affect the public interest.

148. Pursuant to Wash. Rev. Code § 19.86.090, Plaintiff Andersen and the Washington State Class seek an order enjoining Defendant's unfair and/or deceptive acts or practices, and awarding damages, treble damages, and any other just and proper relief available under the Washington CPA.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and the Class, pray that this Court:

- A. Determine that the claims alleged herein may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure, and issue an order certifying the Nationwide Class and Subclasses as defined above;
- B. Appoint Plaintiffs as representative of the Nationwide Class and applicable State Classes and their counsel as Class Counsel;
- C. Award all actual, general, special, incidental, consequential damages and restitution to which Plaintiff and Class Members are entitled;
- D. Award pre- and post-judgment interest on any monetary relief;
- E. Grant appropriate injunctive relief, including an order requiring Defendant to repair the Class Vehicles pursuant to its obligations under the terms of the Warranty;
- F. Determine that GM is financially responsible for all Class notice and administration of Class relief;
- G. Award reasonable attorney fees and costs; and
- H. Grant such further relief that this Court deems appropriate.

VIII. DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial for all claims so triable.

DATED this 10th day of December, 2020.

KELLER ROHRBACK L.L.P.

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**U.S. District Court
Eastern District of Michigan (Detroit)
CIVIL DOCKET FOR CASE #: 2:20-cv-13279-TGB-CI**

Rankin v. General Motors LLC
Assigned to: District Judge Terrence G. Berg
Referred to: Magistrate Judge Curtis Ivy, Jr
Cause: 28:1332 Diversity-Motor Vehicle Product Liability

Date Filed: 12/11/2020
Jury Demand: Plaintiff
Nature of Suit: 385 Prop. Damage Prod. Liability
Jurisdiction: Diversity

Plaintiff**Casper Rankin**

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V.

Defendant**General Motors LLC**

Date Filed	#	Docket Text
12/11/2020	<u>1</u>	COMPLAINT <i>Class Action Complaint and Jury Trial Demanded</i> filed by Casper Rankin against General Motors LLC with Jury Demand. Plaintiff requests summons issued. Receipt No: AMIEDC-8216054 – Fee: \$ 402. County of 1st Plaintiff: Out of State – County Where Action Arose: Wayne – County of 1st Defendant: Wayne. [Previously dismissed case: No] [Possible companion case(s): None] (Attachments: # <u>1</u> Index of Exhibits, # <u>2</u> Exhibit 1 – National Highway Traffic Safety Administration (NHTSA) Notice, # <u>3</u> Exhibit 2 – Product Safety Recall Notice, # <u>4</u> Exhibit 3 – Casper Raskin CLRA letter, # <u>5</u> Exhibit 4 – December 10, 2020 Declaration of Casper Raskin, # <u>6</u> Exhibit 5 – Autoevolution, Chevrolet Bolt Concept EV Looks Premium at 2015 Detroit Auto Show (Jan. 12, 2015), # <u>7</u> Exhibit 6 – Chevrolet Pressroom, GM Chairman and CEO Addresses CES (Jan. 6, 2016), # <u>8</u> Exhibit 7 – Chevrolet Pressroom, Drive Unit and Battery at the Heart of Chevrolet Bolt EV (Jan. 11, 2016), # <u>9</u> Exhibit 8 – Chevrolet Pressroom, Chevrolet Introduces 2017 Bolt EV (Jan. 6, 2016),

		# <u>10</u> Exhibit 9 – Chevrolet Pressroom, Chevrolet Delivers First Bolt EVs to Customers (Dec. 13, 2016), # <u>11</u> Exhibit 10 – Chevrolet Support, Bolt EV Recall, # <u>12</u> Exhibit A – Compendium of Consumer Complaints, # <u>13</u> Exhibit B – Manufacturer Communications) (Miller, E.) (Entered: 12/11/2020)
12/11/2020	<u>2</u>	ATTORNEY APPEARANCE: Sharon S. Almonrode appearing on behalf of Casper Rankin (Almonrode, Sharon) (Entered: 12/11/2020)
12/14/2020	<u>3</u>	SUMMONS Issued for *General Motors LLC* (SOso) (Entered: 12/14/2020)
12/14/2020		A United States Magistrate Judge of this Court is available to conduct all proceedings in this civil action in accordance with 28 U.S.C. 636c and FRCP 73. The Notice, Consent, and Reference of a Civil Action to a Magistrate Judge form is available for download at http://www.mied.uscourts.gov (SOso) (Entered: 12/14/2020)
12/21/2020	<u>4</u>	ORDER REASSIGNING CASE from District Judge Gershwin A. Drain and Magistrate Judge Anthony P. Patti to District Judge Terrence G. Berg and Magistrate Judge Curtis Ivy, Jr. (NAhm) (Entered: 12/21/2020)
01/05/2021	<u>5</u>	STIPULATION AND ORDER to Extend Time to Respond re <u>1</u> Complaint. Response due by 3/4/2021 Signed by District Judge Terrence G. Berg. (AChu) (Entered: 01/05/2021)
01/07/2021	<u>6</u>	CERTIFICATE of Service/Summons Returned Executed. General Motors LLC served on 12/28/2020, answer due 1/19/2021. (Miller, E.) (Entered: 01/07/2021)
01/12/2021	<u>7</u>	ATTORNEY APPEARANCE: Dennis A. Lienhardt appearing on behalf of All Plaintiffs (Lienhardt, Dennis) (Entered: 01/12/2021)

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

CASPER RANKIN, on behalf of himself
and all others similarly situated,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

Case No.: 20-cv-13279

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Casper Rankin, on behalf of himself and all others similarly situated, by and through his undersigned counsel, bring this action against General Motors LLC. Plaintiff alleges the following based on personal knowledge as to his own acts and on the investigation conducted by counsel as to all other allegations:

SUMMARY OF THE ACTION

1. Plaintiff brings consumer protection, common law, and warranty claims, as well as claims under the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.*, against Defendant General Motors LLC (“GM”).

2. This action arises from the sale or lease of thousands of 2017 – 2019 Chevrolet Bolt (“Chevy Bolt,” “Bolt,” or “Class Vehicles”) vehicles throughout California and the United States manufactured by Defendant GM that are equipped with defective high voltage batteries which pose a significant fire risk when charged

to full or near full capacity. The fire risk stemming from the defective high voltage batteries is present even when the vehicle is off, is parked, and is not receiving a charge. (“**the Battery defect**” or “**the defect**”) as indicated below.

3. The defect affects model year 2017 through 2019 Chevy Bolt vehicles sold or leased to consumers in the United States, including Plaintiff’s vehicle. All Class Vehicles share the same dangerously defective condition that GM failed to disclose to Plaintiff, consumers, and each Class Member. General Motors issued a recall on November 13, 2020, citing the potential number of vehicles affected at 50,932 and stating that a battery fire increases the risk of injury. *See* <https://static.nhtsa.gov/odi/rcl/2020/RCAK-20V701-4648.pdf> (last accessed Dec. 2, 2020) (Exhibit 1).

4. General Motors acknowledged in these recall documents that the defective high voltage batteries create significant safety risks: “A certain number of these vehicles were built with high voltage cells produced at LG Chem’s Ochang, Korea facility that may pose a risk of fire when charged to full, or very close to full, capacity.” *See* GM Recall Bulletin, Product Safety Recall, Bulletin No. 15595A (Exhibit 2).

5. Plaintiff and Class Members purchased GM vehicles fitted with a defective high voltage battery pack that poses a significant fire risk. This is a major

safety concern because owners have reported that a fire may originate from the battery pack when the vehicle is parked, such as in a garage or car port.

6. GM sold and leased the Class Vehicles despite what it knew or should have known about the defect. GM chose and continues to choose financial gain at the expense of consumers by implementing a software solution that diminishes Bolt owners' batteries rather than replacing the defective battery pack outright in Class Vehicles.

7. Despite what it knew or should have known, GM has failed to provide an adequate solution that does not diminishes Bolt owners' batteries and lower their driving range contrary to Bolt owners' expectations and GM's claims regarding the range the Class Vehicles can achieve.

8. Plaintiff and Class Members have suffered harm because of GM's decision to limit, through software, their vehicle's battery capacity and, by extension, the distance they can travel on a single charge. Plaintiff and Class members have overpaid for their vehicles and will pay significant sums for GM to attempt, and possibly fail, to properly repair their vehicles and return the battery pack to full capacity.

9. GM knew or should have known of the defect and that the Class Vehicles' high voltage battery pack is not fit for its intended purpose, as detailed at length in the factual background section below.

10. GM actively concealed and/or failed to notify Bolt purchasers of the existence and nature of the defect and of the safety hazard created by the defect. GM has failed to diagnose the cause of the defect; it has not offered to replace the defective battery pack to its customers; and it has not provided assurances to owners, present or future, that their vehicles' battery capacity will be fully restored, to include the full driving range of their vehicles. GM's conduct violates well-established consumer protection laws throughout the country, constitutes a continuous breach of its warranties to Plaintiffs and consumers in the United States, and constitutes fraudulent concealment under common law.

11. Plaintiff brings this action on behalf of himself and all those similarly situated ("Class," "Class Members," "Consumers," "Owners") for GM's breach of its warranties across the United States and GM's unfair and deceptive trade practices in violation of the consumer protection laws of various state laws.

12. On behalf of the Class Members he seeks to represent, Plaintiff seeks an award of damages in excess of \$5,000,000, including the cost of inspecting and replacing the defective high voltage battery pack and equitable relief, including an order requiring GM to adequately repair the defect, return the vehicle's battery pack to its original charging capacity and driving range. Furthermore, Plaintiff seeks damages, injunctive and declaratory relief, restitution, disgorgement of profits, attorneys' fees and costs, punitive damages, and the repair of, replacement of, or

refund of money paid to own or lease all Class Vehicles.

PARTIES

A. Plaintiff Casper Rankin

13. Plaintiff Casper Rankin is a citizen of California and resides in San Diego, California.

14. On or about January 31, 2020, Plaintiff Rankin purchased a Certified Pre-Owned 2017 Chevrolet Bolt from Courtesy Chevrolet Center at 750 Camino Del Rio N, San Diego, CA 92108.

15. Plaintiff Rankin was in the market for an affordable, high-ranged electric vehicle and, in purchasing his Class Vehicle, relied on GM's representations about the range and features of the vehicle, including its safety. He was influenced by GM's marketing of its vehicles as capable of achieving the range advertised, as he needed to be able to complete a round trip visit to drop off and pick up his daughter at his in-laws' residence. This trip is not possible with limited range. In making representations about the Class Vehicle, GM never disclosed the defect. Plaintiff Rankin greatly valued his electric vehicle's range and safety. Disclosure of the defect would have affected his purchasing decision.

16. Plaintiff Rankin received his recall notice on or about November 28, 2020. He considered a software solution that reduced the vehicle's range to solve a battery issue unacceptable. The effect of the software update on Mr. Rankin's

vehicle will be especially severe since he estimates he currently receives 201 miles on a full battery. Limiting his battery to only accept a 90 percent charge will reduce Mr. Rankin's range to about 180 miles.

17. GM's software update will negatively impact Mr. Rankin's commute and charging habits. A reduced range means Mr. Rankin will have to charge his car more often. He will have to resort to the availability of roadside chargers as part of his commute, rather than being able to make a roundtrip after charging from his home. This can add upwards of an hour to his trip in order for the car to recharge enough for Mr. Rankin to finish his trip. Additionally, roadside charges add significant charging costs, compared to what he would pay at home while charging at night. Mr. Rankin's approximate nighttime charging cost is nine cents per kilowatt hour. Roadside chargers, however, cost approximately 38 cents per kilowatt hour, which amounts to more than four times what he would otherwise pay. The necessity to find roadside chargers will also contribute to his range anxiety since the amount he can travel will be drastically altered.

18. Mr. Rankin was unaware of the Battery defect prior to purchase and did not suspect that a remedy to prevent a dangerous battery fire required the reduction of his vehicle's range.

19. Had Plaintiff Rankin known of the defect at the time of the sale, he would not have purchased the Bolt or would have paid less for it to fully account for the cost of the defect and reduced eMPG and range.

B. Defendant General Motors LLC

20. Defendant General Motors LLC is a Delaware limited liability company with its principal place of business at 300 Renaissance Center, Detroit, Michigan 48243. Defendant designs, manufactures, and sells automobiles throughout the United States, including in the State of California, under the brand names Chevrolet, GMC, and Cadillac. GM does business in California, advertising, distributing, and selling its vehicles through its dealer network and other outlets in the State.

21. GM sells the Class Vehicles through GM franchise dealerships. GM distributes information about the vehicles to its dealers for the purpose of passing that information to consumers. GM also understands that its dealers pass on information from GM about the characteristics, benefits, and quality of its vehicles to consumers. The dealers act as GM's agents in selling the Class Vehicles and disseminating information about the Class Vehicles to customers and potential customers. GM also disseminates information about its vehicles on its website. At the point of sale, as well as in written materials and on its website, GM could have told the truth.

JURISDICTION AND VENUE

22. This action is properly before this Court and this Court has subject matter jurisdiction over this action under the Class Action Fairness Act. At least one member of the proposed class is a citizen of a different state from GM, the number of proposed Class Members exceeds 100, and the amount in controversy exceeds the sum or value of \$5,000,000.00 exclusive of interests and costs. 28 U.S.C. § 1332(d)(2)(A).

23. This Court has personal jurisdiction over GM pursuant to 18 U.S.C. § 1965(b) & (d). This Court has personal jurisdiction over GM because GM is headquartered in Michigan, has its principal place of business here, and has purposefully availed itself of the privilege of conducting business activities in the State of Michigan, including the design, manufacture, distribution, testing, sale, lease, and/or warranty of GM vehicles in this State and District. At least in part because of GM's misconduct as alleged in this lawsuit, the Class Vehicles ended up on this state's roads and in dozens of franchise dealerships

24. Venue is proper in this District, pursuant to 28 U.S.C. § 1391, because a substantial part of the acts or omissions giving rise to the claims brought herein occurred or emanated within this District, and GM has caused harm to Plaintiff and Class members residing in this District. Moreover, GM has marketed, advertised, sold, and leased the Class Vehicles within this District.

FACTUAL BACKGROUND AND SUBSTANTIVE ALLEGATIONS

25. GM manufactures, markets, distributes, and warrants automobiles in the United States sold under various brand names, including the Chevrolet brand. This lawsuit concerns model year 2017 through 2019 Chevy Bolt vehicles sold or leased to consumers in the United States, including Plaintiff's vehicle.

A. GM Introduces the Bolt EV

26. The Chevy Bolt is GM's first long range fully electric vehicle. GM introduced the Chevy Bolt EV concept in the 2015 Detroit Auto Show and presented it as "a vision for an affordable, long-range all-electric vehicle designed to offer more than 200 miles of range starting around \$30,000."¹

27. On Jan. 6, 2016, General Motors Chairman and CEO Mary Barra unveiled the 2017 Chevrolet Bolt and touted the vehicle's 200+ mile range and comparatively low charging time to 80 percent capacity, noting that "the Bolt EV can actually give you time back."² Highlighting their EV experience derived from the similarly named Chevy Volt, GM partnered with LG electronics "to develop an

¹ <https://www.autoevolution.com/news/chevrolet-bolt-concept-vehicle-looks-unfinished-at-2015-detroit-auto-show-live-photos-90958.html#press> (last visited Dec. 3, 2020) (Exhibit 5).

² <https://media.gm.com/media/us/en/chevrolet/vehicles/bolt-ev/2019.detail.html/content/Pages/news/us/en/2016/Jan/boltev/0106-barra-ces.html> (last visited Dec. 3, 2020) (Exhibit 6).

all-new cell and battery pack to offer more than an estimated 200 miles of range.”³

28. The manager of the battery pack engineering group for the Bolt EV noted: “You usually have a battery cell that delivers either the desired levels of energy or power, but not traditionally both. With this cell design and chemistry we were able to deliver a battery system with 160 kilowatts of peak power and 60 kilowatts hours of energy.” *Id.*

29. GM stated that, in order to keep the battery operating at optimum temperature, the battery used active thermal conditioning, which “results in solid battery life performance.” *Id.*

30. The Bolt’s battery was differentiated by a “nickel-rich lithium-ion chemistry [that] provides improved thermal operating performance over other chemistries.” This allowed GM to use “a smaller active cooling system for more efficient packaging.” *Id.*

31. At release, the Bolt was able to achieve GM’s touted goals of offering an electric vehicle for less than \$30,000 and with more than 200 miles of range. These figures were crucial for GM to deliver what it considered “a long range, affordable vehicle for the masses.”⁴

³ <https://media.gm.com/media/us/en/chevrolet/vehicles/bolt-ev/2021.detail.html/content/Pages/news/us/en/2016/Jan/naias/chevy/0111-bolt-du.html> (last visited Dec. 3, 2020) (Exhibit 7).

⁴ <https://media.gm.com/media/us/en/chevrolet/vehicles/bolt->

32. GM's achievement earned the Bolt the 2017 Motor Trend Car of the Year award, which GM then used for the vehicle's promotional materials, highlighting the "EPA-estimated 238 miles of range on a full charge."⁵

33. An electric vehicle that offers range comparable to its gas counterpart allows interested buyers to worry less about the availability of charging ports in their location. Because it takes longer to charge an electric vehicle than it does to put fuel in its gas counterpart, interested buyers consider an electric vehicle's range to determine whether they may need to charge it during their commute, since this will add time they will need to wait for the car to receive enough charge to complete the owner's trip. Upon making its first deliveries of the Bolt, GM printed one recipient's response: "The range and technology attracted me to the Bolt EV."⁶

B. The Chevy Bolt's High Voltage Battery Pack Presents A Significant Fire Risk When Fully, or Almost Fully, Charged.

34. According to GM's press releases, the Chevy Bolt battery pack compromised neither energy nor performance. The Bolt is equipped with a battery pack that delivers "160 kilowatts of peak power and 60 kilowatt hours of energy."⁷

35. Heat constraints were managed through active thermal conditioning

[ev/2017.detail.html/content/Pages/news/us/en/2016/Jan/boltev/0106-boltev-reveal.html](https://ev.2017.detail.html/content/Pages/news/us/en/2016/Jan/boltev/0106-boltev-reveal.html) (last accessed Dec. 4, 2020) (Exhibit 8).

<https://plants.gm.com/media/us/en/chevrolet/home.detail.html/content/Pages/news/us/en/2016/dec/1213-boltev.html> (last accessed Dec. 4, 2020) (Exhibit 9).

⁶ *Id.*

⁷ (Exhibit 7).

and a combination of nickel-rich lithium-ion components that, according to GM, allowed for the use of “a smaller active cooling system for more efficient packaging.”⁸

36. On November 13, 2020, GM issued a safety bulletin recalling 50,932 2017-2019 Chevy Bolt EVs because “[a] certain number of these vehicles were built with high voltage cells produced at LG Chem’s Ochang, Korea facility that may pose a risk of fire when charged to full, or very close to full, capacity.”⁹

37. Prior to issuing this safety bulletin, GM acknowledged that it had already been investigating five confirmed cases of fires prior to the National Highway Traffic Safety Administration’s investigation.¹⁰

38. Plaintiff’s and Class Members’ vehicles will continue to be susceptible to a fire caused by the defective battery pack until owners themselves access their vehicle’s settings and enable the Hill Top Reserve option in the 2017-2018 Bolt models. In 2019 Bolt models, owners will need to access the Target Charge Level setting and limit the charging level to 90 percent. Owners uncomfortable or unable to make these changes, GM warns, should not park their vehicles in their garage or carport until they have visited a dealer to receive a software update.

⁸ *Id.*

⁹ (Exhibit 2).

¹⁰ <https://my.chevrolet.com/how-to-support/safety/boltevre recall> (last accessed December 4, 2020) (Exhibit 10).

39. Rather than issue a full recall and battery replacement, GM's interim solution is to install on 2017-2019 Bolt models a software update to automatically limit the maximum state of charge to 90 percent. This software update reprograms the hybrid control module 2 (HPCM2) and will not be disabled until GM finds a permanent solution, which won't be available until 2021 at the earliest. The software update will reduce the Bolt's range from its advertised 238 miles (approximated by the EPA and reported by GM) to approximately 214 miles.

40. Until Bolt owners either change the vehicle's charging setting or receive the software update, their car will continue to be a fire risk when fully, or nearly fully, charged. Bolt owners who enable the battery charge limitation will reduce their vehicle's driving range and battery capacity, and their vehicle's regenerative ability to restore range while in motion. GM's purported solution will intentionally hobble Bolt owners' range and battery capacity, as well as the vehicle's regenerative ability, not only for an indeterminate time but potentially for the life of the vehicle if GM is unable to fully restore the battery's capacity.

41. GM has been aware of the defects in its high voltage battery packs since at least the Bolt's launch for the 2017 model year. Nonetheless, GM sold and leased Class Vehicles with the knowledge that they contained defective and potentially dangerous batteries.

C. GM's Knowledge of the Defect

42. GM has been aware of battery and energy management related problems with the Chevy Bolt since at least December 2016, with the launch of several quality improvement programs. One such program, in place on or about December 19, 2016, was entitled “Bolt EV (BEV2) High Voltage Battery Exchange and Internal Parts Process.” This manufacturer communication listed the proper steps to take to determine whether internal components or the Rechargeable Energy Storage System (RESS) of the high voltage battery pack needed replacement. If the latter, then GM would order a new Drive Motor Battery to place in the customer’s vehicle. This and other manufacturer communications referred to below are reproduced in their entirety in Exhibit B.

43. On or about April 19, 2018, GM published a manufacturer communication entitled “Vehicle No Start Due to Dead Battery.” The advisory notes limit an investigation of this issue only to customers who comment about a dead battery and whose affected part is included in GM’s Global Warranty Management/Investigate History link. If a customer met the above two conditions, then the investigation performed would be used “to determine the root cause of the above condition.”

44. GM had already received customer complaints like the following:

January 12, 2018 NHTSA ID NUMBER: 11062432

**Components: ELECTRICAL SYSTEM****NHTSA ID Number:** 11062432**Incident Date** January 4, 2018**Consumer Location** SAN JOSE, CA**Vehicle Identification Number** 1G1FX6S00H4******Summary of Complaint**

CRASH	No	TL* THE CONTACT OWNS A 2017 CHEVROLET BOLT EV. WHILE DRIVING APPROXIMATELY 35 MPH, THE VEHICLE SHUT DOWN IN THE MIDDLE OF THE ROAD. THE "PROPULSION" WARNING INDICATOR ILLUMINATED. THE VEHICLE WAS TOWED TO CAPITOL CHEVROLET (905 CAPITOL EXPRESSWAY AUTO MALL, SAN JOSE, CA 95136) WHERE IT WAS DIAGNOSED THAT THE BATTERY NEEDED TO BE REPLACED. THE BATTERY WAS REPLACED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND REFERRED THE CONTACT BACK TO THE DEALER. THE FAILURE MILEAGE WAS 4,193.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾☐ **Request Research** (Services fees apply)

45. In May 2018, GM notified its dealers of customer complaints related to a loss of propulsion in 2017-2018 Bolt models caused by “software [that] will not detect the difference in the state of charge between the cell groups of the battery and over predict the indicated battery range.” The vehicles failed to notify drivers of the depleted state of their batteries, leading to a loss of power while driving. This notification would be recirculated and owners would be re-notified in August 2018 to alert them that “[t]he current software may not provide sufficient warning prior to a battery cell low range condition, which may result in a loss of propulsion.”

46. As the following customer complaints makes clear, customers had endured this defect for months before GM acknowledged a problem:

April 9, 2018 NHTSA ID NUMBER: 11084053

Components: ELECTRICAL SYSTEM**NHTSA ID Number:** 11084053**Incident Date** March 21, 2018**Consumer Location** PASADENA, CA**Vehicle Identification Number** 1G1FW6S09H4******Summary of Complaint**

CRASH	No	I RECEIVED A "CUSTOMER SATISFACTION" CALL FROM CHEVROLET TELLING ME THAT MY CAR MAY EXPERIENCE "LOSS OF PROPULSION" AND STOP SUDDENLY WITHOUT WARNING DUE TO LOW CHARGE DESPITE THE BATTERY INDICATOR SHOWING CHARGE. THIS PROBLEM HAS BEEN ONGOING FOR 8 MONTHS AND IS AN EXTREME SAFETY HAZARD THAT SHOULD BE CATEGORIZED AS SUCH AND LISTED ON THE NHTSA WEBSITE. CONSUMERS SHOULD KNOW ABOUT THIS SAFETY ISSUE BEFORE PURCHASING THE VEHICLE, BUT NOW CAN ONLY FIND OUT IF THEY BUY THE CAR AND HAVE A VIN. I HAVE BEEN CONSTANTLY CHARGING THE VEHICLE TO AVOID THE PROBLEM BUT AM TERRIFIED TO DRIVE THE CAR. PLEASE CONDUCT AN INVESTIGATION TO ENSURE CHEVY FIXES THE PROBLEM AND CONSUMERS CAN BE INFORMED.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾☐ **Request Research** (Services fees apply)

47. Bolt owners further felt that GM did not have a good grip on the reason why their batteries were failing.

May 4, 2018 NHTSA ID NUMBER: 11091674

**Components: ELECTRICAL SYSTEM****NHTSA ID Number:** 11091674**Incident Date** April 26, 2018**Consumer Location** BURLINGAME, CA**Vehicle Identification Number** 1G1FW6S06H4******Summary of Complaint**

CRASH	No	<p>DESPITE HAVING A FULLY CHARGED BATTERY, WHEN WE PARKED OUR VEHICLE, IT WOULD NOT START. THE ENTIRE ELECTRICAL SYSTEM WAS DOWN. WE JUMPED THE STARTER BATTERY AND THAT PROVIDED ENOUGH POWER TO ALLOW US TO SHIFT INTO NEUTRAL SO THAT WE COULD HAVE THE CAR TOWED. AFTER A WEEK, AND MULTIPLE CALLS TO THE ENGINEERS IN DETROIT, THE DEALER HAS STILL NOT BEEN ABLE TO DETERMINE THE PROBLEM. MY CONCERN IS THAT THEY ARE ATTEMPTING TO REPAIR AN ISSUE WITHOUT HAVING A FULL UNDERSTANDING OF THE PROBLEM. IF THIS ISSUE WERE TO RE-OCCUR WHILE DRIVING AT HIGH SPEED, THE CONSEQUENCES COULD BE CATASTROPHIC, AS THE CAR WOULD IMMEDIATELY COME TO A STOP AND ALL CONTROL MIGHT BE LOST. I DON'T GET THE SENSE THAT GM IS TAKING THIS ISSUE SERIOUSLY ENOUGH. THEY SEEM TO BE TREATING THIS LIKE A TECH COMPANY DEALS WITH SOFTWARE ISSUES. THEY ARE SIMPLY WAITING FOR THE PROBLEMS TO OCCUR AND THEN HAVING THEIR ENGINEERS RUN DIAGNOSTICS. UNFORTUNATELY, GIVEN THE SEVERITY OF THE ISSUE, THEY MAY BE PUTTING LIVES AT STAKE WHILE THEY "DE-BUG" THEIR DESIGN. THIS IS NOT A COMPUTER APP. IT IS A VEHICLE CARRYING HUMANS AT HIGH SPEED. GM NEEDS TO BE MORE PROACTIVE AND TAKE THESE CARS OFF THE ROAD UNTIL THEY FULLY UNDERSTAND THE ISSUE AND HAVE A PERMANENT RESOLUTION.</p>
FIRE	No	
INJURIES	0	
DEATHS	0	

July 23, 2018 NHTSA ID NUMBER: 11113064

Components: ELECTRICAL SYSTEM, ENGINE, FUEL/PROPULSION SYSTEM

NHTSA ID Number: 11113064

Incident Date July 20, 2018

Consumer Location MOUNTAIN VIEW, CA

Vehicle Identification Number 1G1FX6S04H4****

Summary of Complaint

CRASH	No	THE BOLT STOPPED PROVIDING POWER WHEN I WAS DRIVING DOWN A 4 LANE FREEWAY. IT HAS ALREADY FAILED 3 TIMES IN THE PAST, THIS IS THE 4TH TIME.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

☐ **Request Research** (Services fees apply)

48. Also in August 2018, GM followed up with an acknowledgment of low voltage in the battery packs. GM stated: “Certain 2017-2018 model year Chevrolet Bolt EV vehicles may have a condition in which the cells within the battery pack have low voltage. This condition is related to the state of charge of the cell group. Eventually, the difference in the state of charge of the cell groups (average vs. minimum) may exceed a threshold.” The remedy for this defect was a replacement of the high voltage battery pack.

49. This remedy, however, left customers with less range than what GM advertised:

January 7, 2019
NHTSA ID NUMBER: 11165022

Components: ELECTRICAL SYSTEM

NHTSA ID Number: 11165022

Incident Date December 13, 2018

Consumer Location WOODLAND HILLS, CA

Vehicle Identification Number 1G1FX6S05H4****

Summary of Complaint

CRASH	No	CHEVROLET BOLT 2017 WITH ABOUT 55% OF BATTERY CHARGE BRIEFLY DISPLAYED A MESSAGE PROPULSION MAY BE REDUCED AND A FEW MINUTES LATER IT STOPPED IN THE MIDDLE OF THE FREEWAY AND HAD TO BE TOWED AWAY. THE BATTERY INDICATOR SWITCHED MOMENTARILY FROM 125 MILES TO 40 MILES AND THEN IMMEDIATELY TO 10 MILES AND THE CAR COULD NOT BE SHIFTED TO DRIVE, DISPLAYING MESSAGE CONDITION NOT CORRECT TO SHIFT. BEWARE, AS GLITCH LIKE THAT WITH BOLT CAN REALLY ENDANGER YOUR LIFE, AS IT ENDANGERED MINE. I WAS FORTUNATE TO BE ALONE IN THE CAR WITHOUT MY FAMILY, STUCK ON THE FREEWAY AFTER DARK AS CARS AROUND WERE GOING FULL SPEED. THE DEALERSHIP REPLACED THE BATTERY, BUT AFTER THE REPLACEMENT THE CAPACITY AT FULL CHARGE SHOWS ONLY 154 MILES IN LIEU OF OVER 220 MILES BOLT SUPPOSED TO HAVE.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product

☐ Request Research (Services fees apply)

50. On or about March 28, 2019, GM revised its communication related to the low voltage of the Bolt's battery pack. Though the description of the issue remained the same, the correction changed from replacing the high voltage battery pack to “replac[ing] the appropriate cell battery module.”

51. GM continued receiving customer complaints related to the loss of vehicle propulsion. On or about May 2019, GM’s communication stated that the loss of vehicle propulsion was caused by over-voltage of the Hybrid/EV Powertrain Control Module (HPCM), which set the P1AEE error code. The remedy, once the code appeared, was to replace the Hybrid/EV Powertrain Control Module 2.


52. By 2020, GM was receiving complaints about fires stemming from the battery pack, which prompted GM to initiate an internal investigation spanning from August to November of 2020. Despite its knowledge, GM failed to notify Plaintiff and members of the Class of these problems and associated hazards at the time of purchasing their Class Vehicles. Instead, GM did not perform its recall until several fires occurred in the Class Vehicles, delaying the recall to avoid the financial ramifications of having to acknowledge that its Class Vehicles and car batteries were inherently defective by design and incapable of safely providing customers with GM's advertised 238-mile driving range. A sampling of customer complaints is reproduced below and are also included in Exhibit A.

October 21, 2020 NHTSA ID NUMBER: 11365622

**Components: ELECTRICAL SYSTEM****NHTSA ID Number:** 11365622**Incident Date** July 30, 2020**Consumer Location** TEMECULA, CA**Vehicle Identification Number** 1G1FX6S07H4******Summary of Complaint**

CRASH	No	I BROUGHT THE CAR TO THE DEALER ON 2 SEPARATE OCCASIONS WITH CONCERNS OF A FAULTY BATTERY. THE BATTERY SUDDENLY STOPPED CHARGING FULLY. HOWEVER, I WAS TOLD BY THE DEALER TWICE THAT THE BATTERY WAS FUNCTIONING PROPERLY AND THERE WAS NOTHING THEY COULD DO. I OPENED A CLAIM WITH GM REGARDING THIS INCIDENT, ASKING THEM TO REPLACE THE BATTERY, SINCE IT WAS STILL UNDER WARRANTY, AND THERE WAS CLEARLY AN ISSUE. AFTER MONTHS OF BACK-AND-FORTH, GM CLOSED MY CASE STATING IT WAS NORMAL DEPRECIATION OF THE BATTERY. ONE WEEK AFTER THEY CLOSED MY CASE, THE BATTERY SPONTANEOUSLY CAUGHT FIRE WHILE CHARGING IN MY GARAGE OVERNIGHT. IT TOTALED 2 VEHICLES, CHARRED EVERYTHING IN MY GARAGE, AND CAUSED SUCH SEVERE SMOKE DAMAGE THAT ALMOST EVERYTHING IN MY HOME WAS A TOTAL LOSS. THE FIRE DEPARTMENT DETERMINED THE FIRE ORIGINATED FROM THE TRUNK AREA, WHERE THE BATTERY IS. MY FAMILY IS DISPLACED WHILE REPAIRS ARE BEING DONE TO MY HOME, AT A TUNE OF APPROXIMATELY \$200,000 AT THIS POINT. WE LOST APPROXIMATELY \$105,000 IN CONTENTS, AS WELL AS THE 2 TOTALED VEHICLES (\$75,000).
FIRE	Yes	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾☐ **Request Research** (Services fees apply)

November 17, 2020
NHTSA ID NUMBER: 11374956


Components: ELECTRICAL SYSTEM, SEATS

NHTSA ID Number: 11374956
Incident Date July 25, 2020
Consumer Location Unknown
Vehicle Identification Number 1G1FW6S09H4****

Summary of Complaint

CRASH	No	2017 BOLT EV WAS PARKED NOSE INTO GARAGE PLUGGED INTO WALL CHARGER CHARGING UNATTENDED WITH MY PHONE SET TO ALERT ME WHEN ESTIMATED TO BE FULLY CHARGED. WHEN I CAME OUT OF THE HOUSE TO UNPLUG CHARGER THERE WAS FIRE VISIBLE UNDER BACK SEAT IN PASSENGER COMPARTMENT OF VEHICLE. CALLED 911 AND BY THE TIME POLICE AND FIRE RESPONDED WITHIN A FEW MINUTES ENTIRE BATTERY UNDER VEHICLE ENGULFED CAR IN FLAMES CAUSING GARAGE FIRE WHICH DESTROYED GARAGE AND ALL IT CONTENTS.JUST LEARNED FROM CARFAX THAT GM ISSUED RECALL NOVEMBER 15 FOR POTENTIAL BATTERY FIRES WHEN AT OR NEAR FULL CHARGE.
FIRE	Yes	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

☐ Request Research (Services fees apply)

53. Upon information and belief, GM has yet to provide a permanent solution. Indeed, it does not anticipate it will do so before the first months of 2021, if it can find a permanent solution at all. Its “interim solution” is simply to diminish the car’s battery by limiting its charging capacity to 90 percent of a full charge, which will lower the vehicle’s available range. For Bolt owners like Plaintiff, battery capacity reduction will make trips they could complete in one charge before impossible now. Plaintiff will have to account for roadside charging stations when making trips, which will add time to his commute. Plaintiff and other Bolt owners purchased this vehicle because of its advertised EPA-estimated 238 miles of range.

For the foreseeable future, it will be impossible for them to achieve this figure.

D. GM's Express and Implied Warranties

54. For each Class Vehicle sold by GM, an express written warranty was issued which covered the vehicle, including but not limited to, the battery, and GM warranted the vehicle to be free of defects in materials and workmanship at the time of purchase or lease.

55. Pursuant to its express and written warranties, GM warranted the Class Vehicles' high voltage battery pack to be free of defects in design, materials, and workmanship and that repairs and other adjustments would be made by authorized dealers, without charge, to correct defects in materials or workmanship which occurred during the first 8 years or 100,000 miles, whichever came first.

56. GM also sold or leased the Class Vehicles to Class Members under implied warranties of merchantability and fitness for a particular purpose. GM impliedly warranted the Class Vehicles to be merchantable, fit for the ordinary purposes for which they were intended to be used, including the guarantee that they were in a safe and non-defective condition for use by their owners or lessees for the ordinary purpose for which they were intended and were not otherwise injurious. GM is under a duty to design, construct, manufacture, inspect, and test the Class Vehicles so as to make them suitable for the ordinary purposes of their use—transportation at interstate speeds.

57. GM breached its warranties for the Class Vehicles as a result of the latent defects in the high voltage battery pack; failing to repair the vehicles as warranted; and otherwise inadequately repairing the defect through limiting software updates to the vehicle's charging capability that reduce the vehicle's range.

58. In breach of GM's warranties, the Class Vehicles are defective, unsafe, unfit for the ordinary purposes for which they are intended to be used, and not merchantable.

TOLLING OF THE STATUTE OF LIMITATIONS

A. Discovery Rule Tolling

59. Class members had no way of knowing about GM's deception with respect to the Class Vehicles and the Battery defect.

60. Within the period of any applicable statutes of limitation, Plaintiff and members of the proposed Class could not have discovered through the exercise of reasonable diligence that GM was concealing the conduct complained of herein and misrepresenting the company's true position with respect to the Class Vehicles.

61. Plaintiff and the other Class members did not discover, and did not know of, facts that would have caused a reasonable person to suspect that GM did not report information within its knowledge to federal and state authorities, its dealerships, or consumers; nor would a reasonable and diligent investigation have disclosed that GM had concealed information about the true safety of the Class

Vehicles, which was discovered by Plaintiff only shortly before this action was filed. Nor in any event would such an investigation on the part of Plaintiff and other Class members have disclosed that GM valued profits over truthful marketing and compliance with the law.

62. For these reasons, all applicable statutes of limitation have been tolled by operation of the discovery rule with respect to claims as to the Class Vehicles.

B. Fraudulent Concealment Tolling

63. All applicable statutes of limitation have also been tolled by GM's knowing and active fraudulent concealment and denial of the facts alleged herein throughout the period relevant to this action.

64. Instead of disclosing the Class Vehicle's Battery defect, GM continues to falsely represent that the Class Vehicles are safe.

C. Estoppel

65. GM was under a continuous duty to disclose to Plaintiff and the other Class members the true character, quality, and nature of the Class Vehicles' safety and mileage range.

66. GM knowingly, affirmatively, and actively concealed or recklessly disregarded the true nature, quality, and character of the safety and mileage range of the Class Vehicles and continues to do so in its advertising and brochures for continued sale of these vehicles.

67. Based on the foregoing, GM is estopped from relying on any statutes of limitations in defense of this action.

CLASS ACTION ALLEGATIONS

68. Under Fed. R. Civ. P. 23(b)(2) and (b)(3), Plaintiff seeks certification of the following class:

Nationwide Class:

All persons who purchased or leased a 2017 – 2019 Chevrolet Bolt (“Class Vehicle”) in the United States.

69. In the alternative to the Nationwide Class, and pursuant to Fed. R. Civ. P. 23(c)(5), Plaintiffs seeks to represent the following state subclasses.

California Subclass:

All members of the Nationwide Class who are residents of California or purchased or leased their Class Vehicle in California.

70. Excluded from the proposed Nationwide Class and each proposed Subclass are: General Motors, any affiliate, parent, or subsidiary of GM; any entity in which GM has a controlling interest; any officer, director, or employee of GM; any successor or assign of GM; anyone employed by counsel for Plaintiffs in this action; any judge to whom this case is assigned, her or her spouse, and all persons within the third degree of relationship to either of them, and the spouses of such persons; and anyone who purchased a Class Vehicle for resale.

A. Numerosity

71. The members of the classes are so numerous that joinder of all members is impracticable. While the precise number of Class Members can only be confirmed through discovery, it is estimated that at least hundreds of thousands of persons purchased or leased Class Vehicles.

B. Common Questions of Law and Fact Predominate

72. There is a well-defined community of interest in the questions of law and fact affecting the Class Members.

73. There are questions of law and fact common to all members of each Class: specifically, Plaintiff's claims arise from the same event or practice or course of conduct by the Defendant that gives rise to those claims of the putative classes, and Plaintiff's claims are based upon the same legal theories as those of the putative classes. The Defendant has engaged in a pattern and practice, in violation of the law, of not informing all purchasers or potential purchasers of the known defect in the Class Vehicles. The resolution of this issue—to wit, whether Defendant knew about the defect and did not inform Plaintiffs and class members—is a common question of fact and law that will affect all members of the class in the same manner.

74. The questions of law and fact common to the Class predominate over questions that may affect individual members, and include:

- a. Whether General Motors disclosed the known Class defect to Class Members prior to their purchase;

b. Whether General Motors violated state consumer protection laws by concealing the known Class defect;

c. Whether Class Members are entitled to actual damages and, if so, the appropriate amount;

d. Whether members of the classes may be notified and warned about the defect and may have the entry of final and injunctive relief compelling General Motors to issue a notification and warning to all Class Members about such a defect;

e. Whether General Motors deliberately failed to disclose material facts to Plaintiffs and the class members; and

f. Whether Defendant manufactured defective electronic power steering torque assist sensors and should replace them at no cost to Plaintiffs and the class members.

C. Typicality

75. The claims and defenses of the Named Plaintiff are representative of the Class Members he seeks to represent and typical of the claims and defenses of the class because the Plaintiff and the class members all owned Class Vehicles with defective high voltage battery packs that were manufactured and sold by Defendant. Plaintiff, like all class members, purchased a Class Vehicle without having received any warning or notification from Defendant of the defect.

D. Adequacy of Representation

76. The Named Plaintiff will fairly and adequately assert and protect the interests of the proposed class because:

- a. Plaintiff has hired attorneys who are experienced in prosecuting class action claims and will adequately represent the interests of the classes;
- b. Plaintiff has no conflict of interest that will interfere with the maintenance of this class action; and
- c. Plaintiff has suffered consumer-related injuries and damages.

E. Superiority

77. A class action provides a fair and efficient method for the adjudication of the instant controversy for the following reasons:

- a. The common questions of law and fact set forth above predominate over questions affecting only individual Class Members;
- b. The proposed classes are each so numerous that joinder would prove impracticable. The proposed classes, however, are not so numerous as to create manageability problems; moreover, no unusual legal or factual issues render the class unmanageable.
- c. Prosecution of separate actions by individual members of the class would risk inconsistent and varying adjudications against Defendant;

d. The claims of the individual Class Members are small in relation to the expenses of litigation, making a class action the only procedure in which Class Members can, as a practical matter, recover for the damages done to them by GM.

e. A class action would be superior to, and more efficient than, adjudicating thousands of individual lawsuits.

78. In the alternative, the proposed classes may be certified because:

a. The prosecution of separate actions by the individual members of the proposed classes would create a risk of inconsistent or varying adjudication regarding individual Class Members, which would establish incompatible standards of conduct for GM;

b. The prosecution of separate actions by individual Class Members would create a risk of adjudications dispositive of the interests of other Class Members not parties to the adjudications and substantially impair or impede their ability to protect their interests; and

c. GM has acted or refused to act on grounds generally applicable to the proposed class, which justifies final and injunctive relief for the members of the proposed class as a whole.

FIRST CAUSE OF ACTION
Violation of the Magnuson-Moss Warranty Act
15 U.S.C. §§ 2301, *et seq.*
(Nationwide Class)

79. Plaintiff, individually and for the Nationwide Class, hereby incorporates each and every allegation as though fully set forth herein.

80. For each Class Vehicle, GM issued an express written warranty that covered the vehicle, including but not limited to the battery, and which warranted the vehicle to be free of defects in materials and workmanship at the time of delivery.

81. GM breached its express warranties by offering for sale and selling defective vehicles that were by design and construction defective and unsafe, thereby subjecting the occupants of the Class Vehicles purchased or leased to damages and risks of loss and injury.

82. Plaintiffs and members of the class are “consumers” within the meaning of the Magnuson-Moss Act, 15 U.S.C. § 2301(3).

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

84. The Class Vehicles at issue are “consumer products” within the meaning of the Magnuson-Moss Act, 15 U.S.C. § 2301(6).

85. Defendant GM’s written and implied warranties relate to the future performance of its vehicles because it promised that the battery of the Class Vehicles would perform adequately for a specified period of time or mileage, whichever came first.

86. Defendant GM has breached and continues to breach its written and implied warranties of future performance, thereby damaging Plaintiffs and similarly situated Nationwide Class members, when their Class Vehicles fail to perform as represented due to an undisclosed battery defect. GM fails to fully cover or pay for necessary inspections, repairs and/or vehicle replacements for Plaintiffs and the Nationwide Class.

87. Plaintiff, members of Nationwide Class, and the public will suffer irreparable harm if GM is not ordered to properly repair all of the Class Vehicles immediately, offer rescission to the Nationwide Class by repurchasing their Class Vehicles for their full cost, reimburse the lessees of the Class Vehicles the monies they have paid toward their leases, and cease and desist from marketing, advertising, selling, and leasing the Class Vehicles.

88. GM is under a continuing duty to inform its customers of the nature and existence of potential defects in the vehicles sold.

89. Such irreparable harm includes but is not limited to likely injuries as a result of the defects to the Class Vehicles.

SECOND CAUSE OF ACTION

Breach of Express Warranties

(On behalf of the Nationwide Class or, alternatively, on behalf of the California Subclass pursuant to under Cal. Com. Code §§ 2313, 10210)

90. Plaintiff, individually and on behalf of the Nationwide Class or, alternatively, on behalf of the California Subclass, hereby incorporates each and

every allegation as though fully set forth herein.

91. Plaintiff brings this count on behalf of himself and the Nationwide Class or, alternatively on behalf of the California Subclass.

92. For each Class Vehicle sold by GM, an express written warranty was issued that covered the vehicle, including but not limited to the battery, and which warranted the vehicle to be free of defects in materials and workmanship at the time of delivery.

93. GM breached its warranties by offering for sale and selling defective vehicles that were by design and construction defective and unsafe, thereby subjecting the occupants of the Class Vehicles purchased or leased to damages and risks of loss and injury.

94. GM's breach of its express warranties proximately caused the Plaintiffs and members of the Nationwide Class or, alternatively, Plaintiffs and members of the respective state subclasses to suffer damages in excess of \$5,000,000.00.

THIRD CAUSE OF ACTION

Breach of Implied Warranties

(On behalf of the Nationwide Class or, alternatively, on behalf of the California Subclass pursuant to Cal. Com. Code §§ 2314, 10212)

95. Plaintiff, individually and on behalf of the Nationwide Class or, alternatively, on behalf of the California Subclass, hereby incorporates each and every allegation as though fully set forth herein.

96. Plaintiff brings this count on behalf of himself and the Nationwide Class or, alternatively, on behalf of the California Subclass.

97. GM impliedly warranted that the Class Vehicles, which it designed, manufactured, sold, or leased to Plaintiff and members of the Nationwide Class and the California Subclass, were merchantable, fit and safe for their ordinary use, not otherwise injurious to consumers, and would come with adequate safety warnings.

98. Because the Class Vehicles are equipped with defective high voltage battery packs, the vehicle purchased or leased and used by Plaintiff, the Nationwide Class, and members of the California Subclass is unsafe, unfit for use when sold, threatens injury to its occupants, and is not merchantable. GM breached the implied warranty of merchantability in the sale or lease of the Class Vehicles to Plaintiffs and members of the state subclasses in that the vehicles were not fit for their ordinary purpose and not merchantable.

99. Plaintiff put GM on notice of the breach of implied warranty. Plaintiff Rankin also sent a letter to GM on December 10, 2020 but has not received a response as of this filing. *See* Exhibit 3.

100. As a direct and proximate result of GM's breach of the implied warranty of merchantability and fitness for a particular purpose, Plaintiffs and members of the Nationwide Class or, alternatively, Plaintiffs and members of their state subclasses suffered damages in excess of \$5,000,000.00.

FOURTH CAUSE OF ACTION
Violations of the Song-Beverly Consumer Warranty Act
For Breach of Express Warranty
(Cal. Civ. Code §§ 1790-1795.8)
(By Plaintiff Rankin on Behalf of the California Subclass)

101. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

102. Plaintiff Rankin brings this claim individually and on behalf of the California Subclass.

103. Plaintiff Rankin and the California Subclass members who purchased or leased the Class Vehicles are “buyers” within the meaning of Cal. Civ. Code § 1791(b).

104. The Class Vehicles are “consumer goods” within the meaning of Cal. Civ. Code § 1791(a).

105. GM is a “manufacturer” of the Class Vehicles within the meaning of Cal. Civ. Code. § 1791(j).

106. GM made express warranties to Plaintiffs and the California Subclass within the meaning of Cal. Civ. Code. §§ 1791.2 & 1793.2(d).

107. GM breached these express warranties by selling and leasing defective Class Vehicles that required a reduction in the battery’s capacity within the applicable warranty period. GM refused to pay for replacement of the defective high voltage battery packs in the Class Vehicles.

108. GM has failed to promptly replace or buy back the Class Vehicles of Plaintiff and the proposed California Subclass as required under Cal. Civil Code § 1793.2(d)(2).

109. As a direct and proximate result of GM's breach of its express warranties, Plaintiff Rankin and the California Subclass received goods in a condition that substantially impairs their value to Plaintiffs and the other Subclass members. Plaintiff Rankin and the Subclass members have been damaged as a result of, among other things, overpaying for the Class Vehicles, the diminished value of the Class Vehicles, the Class Vehicles' malfunctioning, out-of-pocket costs incurred, actual and potential increased maintenance and repair costs, and actual and potential increased insurance costs.

110. Pursuant to Cal. Civil Code §§ 1793.2 & 1794, Plaintiff Rankin and the California Subclass are entitled to damages and other legal and equitable relief, including, at their election, the purchase price of the Class Vehicles or the overpayment or diminution in value of their Class Vehicles as well as reimbursement of out-of-pocket expenses incurred as a result of the defect.

111. Pursuant to Cal. Civil Code § 1794(d), (e) Plaintiff Rankin and the California Subclass are entitled to reasonable costs and attorneys' fees.

FIFTH CAUSE OF ACTION
Violations of the Song-Beverly Consumer Warranty Act
For Breach of Implied Warranty
(Cal. Civ. Code §§ 1790-1795.8)

(By Plaintiff Rankin on Behalf of the California Subclass)

112. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

113. Plaintiff Rankin brings this claim individually and on behalf of the California Subclass.

114. Plaintiff Rankin and the California Subclass members who purchased or leased the Class Vehicles are “buyers” within the meaning of Cal. Civ. Code § 1791(b).

115. The Class Vehicles are “consumer goods” within the meaning of Cal. Civ. Code § 1791(a).

116. GM is a “manufacturer” of the Class Vehicles within the meaning of Cal. Civ. Code. § 1791(j).

117. GM impliedly warranted to Plaintiff Rankin that Class Vehicles were “merchantable” within the meaning of Cal. Civ. Code. §§ 1791.2 & 1792.

118. Section 1791.1(a) provides that: “Implied warranty merchantability” or “implied warranty that goods are merchantable” means that the consumer goods must meet each of the following:

- (1) Pass without objection in the trade under the contract description;
- (2) Are fit for the ordinary purposes for which such goods are used;
- (3) Are adequately contained, packaged, and labeled;

(4) Conform to the promises or affirmations of fact made on the container or label.

119. The defect in the Class Vehicles is present in them when sold and substantially certain to manifest. The Class Vehicles would not pass without objection in the automotive trade because the defect exposes all of the vehicles to a potential battery fire that impedes safe and reliable driving. The defect thus affects the central functionality of the vehicle and poses a serious safety risk to driver and passenger safety, leading to expensive and time-consuming roadside charging because of the vehicle's reduced range.

120. Because the defect creates an unreasonable risk to driver and passenger safety, and because the defect impedes safe and reliable driving, the Class Vehicles are not fit for the ordinary purposes for which such vehicles are used.

121. Class Vehicles are not adequately labeled because the labeling fails to disclose the defect and does not advise the California Subclass of the defect.

122. Any attempt by GM to disclaim its implied warranty obligations under the Song-Beverly Act is ineffective due to its failure to adhere to Sections 1792.3 and 1792.4. Those sections of the Civil Code provide that, in order to validly disclaim the implied warranty of merchantability, a manufacturer must "in simple and concise language" state each of the following: "(1) The goods are being sold

on an ‘as is’ or ‘with all faults’ basis. (2) The entire risk as to the quality and performance of the goods is with the buyer. (3) Should the goods prove defective following their purchase, the buyer and not the manufacturer, distributor, or retailer assumes the entire cost of all necessary servicing or repair.” Cal. Civ. Code. §1792.4(a). GM’s attempted implied warranty disclaimer does not conform to these requirements.

123. The defect deprived Plaintiff Rankin and the California Subclass of the benefit of their bargain and has resulted in Class Vehicles being worth less than what Plaintiffs and members of the California Subclass paid.

124. As a direct and proximate result of GM’s breach of its implied warranties, Plaintiff Rankin and the California Subclass received goods in a condition that substantially impairs their value to Plaintiffs and the other Subclass members. Plaintiff Rankin and the Subclass members have been damaged as a result of, among other things, overpaying for the Class Vehicles, the diminished value of the Class Vehicles, the Class Vehicles’ malfunctioning, out-of-pocket costs incurred, actual and potential increased maintenance and repair costs.

125. Pursuant to Cal. Civil Code §§ 1791.1(d) & 1794, Plaintiff Rankin and the California Subclass are entitled to damages and other legal and equitable relief, including, at their election, the purchase price of the Class Vehicles or the

overpayment or diminution in value of their Class Vehicles as well as reimbursement of out-of-pocket expenses incurred as a result of the defect.

126. Pursuant to Cal. Civil Code § 1794(d), (e) Plaintiff Rankin and the California Subclass are entitled to reasonable costs and attorneys' fees.

SIXTH CAUSE OF ACTION
Fraudulent Concealment
(On behalf of the Nationwide Class or, alternatively,
on behalf of the California Subclass)

127. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs of this Complaint to the extent not inconsistent with the claims asserted in this Count.

128. Plaintiff brings this count on behalf of himself and the Nationwide Class or, alternatively, on behalf of the California Subclass.

129. GM intentionally and knowingly concealed, suppressed and/or omitted material facts including the presence of the defective high voltage battery pack.

130. GM knew (at the time of sale or lease and thereafter) that the Vehicles contained the Battery defect, concealed the defect, and never intended to replace the Battery defect during the relevant warranty periods. To date, GM has not provided Plaintiffs or the class members with a repair or remedy that will eliminate the Battery defect.

131. GM owed a duty to disclose the Battery defect and its corresponding safety hazard to Plaintiff and the class members because GM possessed superior and

exclusive knowledge regarding the defect. Rather than disclose the defect, GM intentionally and knowingly concealed, suppressed and/or omitted material facts including the standard, quality or grade of the Vehicles and the presence of the Battery defect, to sell additional Vehicles and avoid the cost of repair or replacement.

132. The fact that the Battery defect causes Class Vehicles to potentially pose a fire risk is material because Plaintiffs and the class members had a reasonable expectation that the vehicles would not expose them and other vehicle occupants to such a safety hazard. No reasonable consumer expects a vehicle to be designed, manufactured and assembled such that a defect will pose a significant fire risk.

133. Plaintiff and the class members would not have purchased or leased the Class Vehicles but for GM's omissions and concealment of material facts regarding the nature and quality of the Class Vehicles and existence of the Battery defect or would have paid less for the Class Vehicles.

134. GM knew its concealment and suppression of material facts were false and misleading and knew the effect of concealing those material facts. GM knew its concealment and suppression of the Battery defect would sell more Class Vehicles and would discourage Plaintiff and the class members from seeking replacement or repair of the Battery defect. Further, GM intended to induce Plaintiff and the class members into purchasing or leasing the Class Vehicles and to discourage them from seeking repair of the Battery defect, in order to decrease costs and increase profits.

135. GM acted with malice, oppression and fraud.

136. Plaintiff and the class members reasonably relied upon GM's knowing concealment and omissions. As a direct and proximate result of GM's omissions and active concealment of material facts regarding the Battery defect and associated safety hazard, Plaintiff and the class members have suffered actual damages in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION

Unjust Enrichment

**(On Behalf of the Nationwide Class or, alternatively,
on behalf of the California Subclass)**

137. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs of this Complaint to the extent not inconsistent with the claims asserted in this Count.

138. This claim is asserted in the alternative on behalf of Plaintiff and the members of the Classes to the extent that there is any determination that Plaintiff does not have standing to assert any contractual claims asserted against GM on the alleged basis of absence of contractual privity or otherwise.

139. By its wrongful acts and omissions described herein, including selling the Vehicles with defective high voltage battery packs, GM was unjustly enriched at the expense of Plaintiff and the Classes.

140. Plaintiff and the class members conferred a benefit upon GM by purchasing the Vehicles at the full price for fully functional vehicles equipped with

appropriate and working high voltage battery packs.

141. GM knew that the Classes were purchasing the Vehicles and still accepted the sum contemplated for fully functional vehicles equipped with appropriate and working high voltage battery packs.

142. Under the circumstances, it would be inequitable for GM to retain the profits, benefits, and other compensation obtained through its wrongful conduct in manufacturing, marketing and selling the Vehicles with defective high voltage battery packs to Plaintiff and the Classes. Natural justice and equity require that Plaintiff and the Classes recover under the circumstances.

143. Plaintiff, on behalf of himself and all others similarly situated, seeks restitution from GM, and an order of this Court proportionally disgorging all profits, benefits, and other compensation wrongfully obtained by GM from its conduct.

EIGHTH CAUSE OF ACTION

Violations of the California Legal Remedies Act (“CLRA”)

(Cal. Civ. Code §§ 1750—1785)

(By Plaintiff Rankin on Behalf of the California Subclass)

144. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

145. Plaintiff Rankin brings this claim on behalf of himself and the California Subclass.

146. Defendants are “persons” within the meaning of Cal. Civ. Code § 1761(c).

147. Plaintiff Rankin, as well as members of the California Subclass, are “consumers” as defined under Cal. Civ. Code § 1761(d).

148. Class Vehicles are “goods” as defined under Cal. Civ. Code § 1761(a).

149. The CLRA proscribes “unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer.” Cal. Civ. Code § 1770(a).

150. GM engaged in unfair and/or deceptive acts in violation of the CLRA principally because it intentionally or negligently concealed and suppressed material facts concerning the defect resulting in a fire risk in the Class Vehicles. GM did so by failing to disclose the known risk of the defect, reducing the vehicle’s battery capacity and range because of the defect, and denying a battery replacement to fully address the defect even while admitting it is unsure if it can restore the vehicle’s full capabilities. GM’s conduct violated at least the following enumerated CLRA provisions:

- a. GM represented that the Class Vehicles have characteristics, uses, or benefits that they do not have, which is in violation of § 1770(a)(5);

- b. GM represented that the Class Vehicles are of a particular standard, quality, or grade when, in fact, they are not, which is in violation of § 1770(a)(7);
- c. GM advertises its Class Vehicles with the intent not to sell them as advertised, which is in violation of § 1770(a)(9);
- d. GM represents that its Class Vehicles have been supplied in accordance with a previous representation when they have not, which is in violation of § 1770(a)(16); and
- e. GM inserts an unconscionable provision into its warranty in violation of § 1770(a)(19).

151. GM's unfair and/or deceptive acts or practices repeatedly occurred in its trade or business, were capable of deceiving a substantial portion of the purchasing public, and created a serious safety hazard for the public.

152. GM knew, should have known, or was reckless in not knowing that the Class Vehicles were defective, the high voltage battery packs may ignite without warning, and were not suitable for their intended use.

153. GM was under a duty to Plaintiff Rankin and the California Subclass members to disclose the defective nature of the Class Vehicles and the defect because, among other things, auto manufacturers have a duty to consumers to

disclose safety defects and because GM had superior and exclusive knowledge of the defect.

154. The facts that GM misrepresented to and concealed from Plaintiff Rankin and the other California Subclass members are material because a reasonable consumer would have considered them to be important in deciding whether to purchase or lease their Class Vehicles or pay a lesser price for them.

155. The defect poses a serious safety risk and affects the central functionality of the vehicle because a vehicle whose battery pack may suddenly ignite cannot be safely and reliably driven.

156. In failing to disclose the material defect, GM has knowingly and intentionally concealed material facts in breach of its duty to disclose.

157. Plaintiff Rankin and the California Subclass have suffered injury in fact and actual damages resulting from GM's material misrepresentations and omissions, including by paying an inflated purchase price for their Class Vehicles and incurring additional out-of-pocket expenses to deal with the defect. Had Plaintiff Rankin and the California Subclass known about the defective nature of the Class Vehicles and the defect, they would not have purchased or leased their Class Vehicles or would have paid less in doing so.

158. As a direct and proximate result of GM's unfair and deceptive conduct, therefore, Plaintiff Rankin and the California Subclass have been harmed.

159. This cause of action currently seeks only injunctive relief. Plaintiff on behalf of himself and the California Subclass – sent a demand letter to Defendant via certified mail on or about December 10, 2020, pursuant to the requirements of the CLRA in order to provide the notice required by Cal. Civ. Code § 1782(a). The CLRA letter advised Defendant that it is in violation of the CLRA and must correct, replace or otherwise remedy the Class Vehicles alleged to be in violation of Cal. Civ. Code § 1770 as a result of the defect. Defendant was further advised therein that in the event the relief requested was not provided within thirty (30) days, Plaintiff may amend the complaint to include a CLRA claim with a request for monetary damage against Defendant pursuant to the CLRA, Cal. Civ. Code §§ 1781 and 1782.

160. Plaintiff further seeks an order awarding costs of court and attorneys' fees pursuant to Cal. Civ. Code § 1780(e).

161. Plaintiff CLRA venue declarations are attached hereto as **Exhibit 4** in accordance with Cal. Civ. Code §§ 1780(d).

NINTH CAUSE OF ACTION

VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW ("UCL")

(Cal. Bus. & Prof. Code §§ 17200-17210)

(Plaintiff Rankin on Behalf of the California Subclass)

162. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

163. Plaintiff Rankin brings this claim individually and on behalf of the California Subclass.

164. The UCL proscribes acts of unfair competition, including “any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising.” Cal. Bus. & Prof. Code § 17200. GM’s conduct violates each of these prohibitions.

Unlawful Conduct

165. GM’s conduct is unlawful because, as set forth herein, it violates the Song-Beverly Consumer Warranty Act and the CLRA, among other laws.

166. Despite GM’s knowledge of the defect, it sold the Class Vehicles to Plaintiff Rankin and the California Subclass; refused to notify Plaintiff Rankin and the California Subclass of the defect; and refused to remediate the Class Vehicles to eliminate the defect.

Unfair Conduct

167. GM’s conduct is unfair because it violated California’s public policy, including that legislatively declared in the Song-Beverly Consumer Warranty Act, which requires a manufacturer to ensure that goods it places on the market are fit for their ordinary and intended purposes. The defect impedes safe and reliable driving of the Class Vehicles.

168. GM acted in an immoral, unethical, oppressive, and unscrupulous manner, in at least the following respects:

- a. Selling Plaintiff and California Subclass members defective Class Vehicles;
- b. Failing to disclose the defect despite the opportunity to do so in numerous locations that people in the market for a vehicle would be likely to encounter;
- c. Directing and furnishing a software update it knew would not adequately remedy the defect, and reducing the vehicle's battery charging capacity and range and otherwise failing to adequately remedy the defect during the warranty period;
- d. Failing to exercise adequate quality control and due diligence over the Class Vehicles before placing them on the market; and
- e. Failing to acknowledge the scope and severity of the defect, which poses serious safety concerns, refusing to acknowledge the Class Vehicles are defective and failing to provide adequate relief to Plaintiff and California Subclass members.

169. The gravity of the harm resulting from GM's unfair conduct outweighs any potential utility of the conduct. The practice of selling defective Class Vehicles without providing an adequate remedy to cure the defect harms the public at large and is part of a common and uniform course of wrongful conduct.

170. There are reasonably available alternatives that would further GM's business interests in increasing sales and preventing false warranty claims. For example, GM could have: (a) acknowledged the defect and provided a permanent, effective fix for the defect, and/or (b) disclosed the defect prior to prospective consumers' purchases.

171. The harm from GM's unfair conduct was not reasonably avoidable by consumers. The Class Vehicles all suffer from the latent defect, and GM has failed to disclose it. Plaintiff Rankin and the California Subclass did not know of and had no reasonable means of discovering the defect.

Fraudulent Conduct

172. GM's conduct is fraudulent in violation of the UCL. GM's fraudulent acts include knowingly and intentionally concealing from Plaintiff Rankin and the California Subclass the existence of the defect and falsely marketing and misrepresenting the Class Vehicles as being functional and not possessing a defect that impedes safe and reliable driving.

173. GM's misrepresentations and omissions alleged herein caused Plaintiff and the California Subclass to purchase or lease their Class Vehicles or pay more than they would have had GM disclosed the defect.

174. At all relevant times, GM had a duty to disclose the defect because it had superior and exclusive knowledge of the defect, which affects the central functionality of the vehicle and creates a safety risk for drivers and passengers, and because GM made partial representations about the reliability, quality, and safety of the Class Vehicles but failed to fully disclose the defect.

175. Accordingly, Plaintiff and the California Subclass have suffered injuries in fact, including lost money or property, as a result of GM's unlawful,

unfair, and fraudulent acts. Absent these acts, Plaintiff, and the California Subclass would not have purchased or leased their Class Vehicles at the prices they paid or would not have purchased or leased them at all.

176. Plaintiff and the California Subclass seek appropriate relief under the UCL, including such orders as may be necessary: (a) to enjoin GM from continuing its unlawful, unfair, and fraudulent acts or practices, and (b) to restore Plaintiff and the California Subclass any money GM acquired by its unfair competition, including restitution. Plaintiff also seeks reasonable attorneys' fees and expenses under applicable law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

- a. For an order certifying the proposed classes and appointing Plaintiff and Plaintiff's counsel to represent the classes;
- b. For an order awarding Plaintiff and class members actual, statutory, punitive, and/or any other form of damages provided by and pursuant to the statutes cited above;
- c. For an order awarding Plaintiff and the class members restitution, disgorgement and/or any other declaratory, injunctive, or equitable relief provided by and pursuant to the statutes cited above or as the Court deems proper, including the repair of all Class Vehicles, replacement or repurchase

of all Class Vehicles, and/or the refund of money paid to own or lease all Class Vehicles;

d. For an order or orders requiring GM to adequately disclose and remediate the Battery defect and enjoining GM from incorporating the defective high voltage battery packs into its vehicles in the future;

e. For an order awarding Plaintiff and the class members pre-judgment and post-judgment interest;

f. For an order awarding Plaintiff and class members reasonable attorney fees and costs of suit, including expert witness fees; and

g. For an order awarding such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

The Plaintiff and each Class hereby demand trial by a struck jury of all issues triable by right.

DATED: December 11, 2020

Respectfully submitted,

/s/ E. Powell Miller

E. Powell Miller (P39487)

Sharon S. Almonrode (P33938)

Dennis A. Lienhardt (P81118)

William Kalas (P82113)

THE MILLER LAW FIRM, P.C.

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jrathod@classlawdc.com

*Attorneys for the Plaintiff and Putative
Class*

INDEX OF EXHIBITS

No.	Description
1	National Highway Traffic Safety Administration (NHTSA) Notice
2	Product Safety Recall Notice
3	Casper Raskin CLRA letter
4	December 10, 2020 Declaration of Casper Raskin
5	<i>Autoevolution</i> , “Chevrolet Bolt Concept EV Looks Premium at 2015 Detroit Auto Show” (Jan. 12, 2015)
6	<i>Chevrolet Pressroom</i> , “GM Chairman and CEO Addresses CES” (Jan. 6, 2016)
7	<i>Chevrolet Pressroom</i> , “Drive Unit and Battery at the Heart of Chevrolet Bolt EV” (Jan. 11, 2016)
8	<i>Chevrolet Pressroom</i> , “Chevrolet Introduces 2017 Bolt EV” (Jan. 6, 2016)
9	Chevrolet Pressroom, “Chevrolet Delivers First Bolt EVs to Customers” (Dec. 13, 2016)
10	Chevrolet Support, “Bolt EV Recall”
A	Compendium of Consumer Complaints
B	Manufacturer Communications

EXHIBIT 1



U.S. Department of Transportation
**National Highway Traffic Safety
Administration**

1200 New Jersey Avenue SE
Washington, DC 20590

November 13, 2020

Ms. Regina Carto
Executive Director - Global Safety Field Investigations & Regulatory
General Motors LLC
GM Global Tech Center
29247 Louis Chevrolet Rd, Floor 2
Warren, MI 48093

NEF-150DM
20V-701

Subject: High Voltage Battery May Catch Fire

Dear Ms. Carto:

This letter serves to acknowledge General Motors LLC's notification to the National Highway Traffic Safety Administration (NHTSA) of a safety recall which will be conducted pursuant to Federal law for the product(s) listed below. Please review the following information to ensure that it conforms to your records as this information is being made available to the public. If the information does not agree with your records, please contact us immediately to discuss your concerns.

Makes/Models/Model Years:

CHEVROLET/BOLT EV/2017-2019

Mfr's Report Date: November 13, 2020

NHTSA Campaign Number: 20V-701

Components:

ELECTRICAL SYSTEM:PROPULSION SYSTEM:TRACTION BATTERY

Potential Number of Units Affected: 50,932

Problem Description:

General Motors LLC (GM) is recalling all 2017-2018 and certain 2019 Chevrolet Bolt EV vehicles. The high voltage battery could catch fire when charged to full or nearly full capacity.

Consequence:

A battery fire increases the risk of injury.

Remedy:

GM will notify owners, and as an interim repair, beginning on November 17, 2020, dealers will reprogram the hybrid propulsion control module 2 (HPCM2) to limit the full charge to 90%, free of charge. Owners are advised to activate either the Hill Top Reserve (2017 and 2018 models) or Target Charge Level (2019 models) feature in their vehicle to limit the charge level to 90%, or park outside, until the software update is completed. The final remedy is still under development. Owners will be notified of the interim repair beginning November 23, 2020. A second notice will be mailed when the final repair becomes available. Owners may contact the Bolt EV Concierge Team at 1-833-382-4389. GM's number for this recall is N202311730.

Notes:

Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153), or go to www.safercar.gov.

Please ensure the following requirements are met:

A description of the manufacturer's program for remedying the defect or noncompliance (49 CFR 573.6 (c)(8)(i)).

AMENDED 573 REQUIRED.

We have received GM's proposed interim owner letter and approved it for distribution.

Please be reminded of the following requirements:

Copies of all notices, bulletins, dealer notifications, and other communications that relate to this recall, including a copy of the final owner notification letter and any subsequent owner follow-up notification letter(s), are required to be submitted to this office no later than 5 days after they are originally sent (if they are sent to more than one manufacturer, distributor, dealer, or purchaser/owner).

Please be reminded that under 49 U.S.C. § 30112(a)(3), it is illegal for a manufacturer, to sell, offer for sale, import, or introduce or deliver into interstate commerce, a motor vehicle or item of motor vehicle equipment that contains a safety defect once the manufacturer has notified NHTSA about that safety defect. This prohibition does not apply once the motor vehicle or motor vehicle equipment has been remedied according to the manufacturer's instructions.

As stated in Part 573.7, submission of the first of six consecutive quarterly status reports is required within one month after the close of the calendar quarter in which notification to purchasers occurs. Therefore, the first quarterly report will be due on, or before, 30 days after the close of the calendar quarter.

Your contact for this recall will be DeMara Magruder who may be reached by phone at (202) 366-8538, or by email at demara.magruder@dot.gov. We look forward to working with you.

Sincerely,



Joshua Neff
Chief, Recall Management Division
Office of Defects Investigations
Enforcement

EXHIBIT 2

Product Safety Recall**N202311730 High Voltage Battery May Melt or Burn****Release Date:** November 2020**Revision:** 00

Attention: It is a violation of Federal law for a dealer to deliver a new motor vehicle or any new or used item of motor vehicle equipment (including a tire) covered by this notification under a sale or lease until the defect or noncompliance is remedied.

The service procedure in this bulletin is an INTERIM repair. When a final repair is made available, this bulletin will be revised, and dealers will be notified. This interim repair reduces the maximum state of charge of the battery pack to 90% and mitigates the risk of the condition described below to occur. After the successful completion of the interim repair in this bulletin, the status of the recall will remain "Open" in the Investigate Vehicle History (IVH) in Global Warranty Management. The recall will remain in "Open" status until the final service procedure is made available and successfully completed by the dealer.

All involved vehicles that are in dealer inventory must be held and not delivered to customers, dealer traded, or used for demonstration purposes even after the interim repair in this bulletin is completed.

Make	Model	Model Year		RPO	Description
		From	To		
Chevrolet	Bolt EV	2017	2019		

Involved vehicles are marked "open" on the Investigate Vehicle History screen in GM Global Warranty Management system. This site should always be checked to confirm vehicle involvement prior to beginning any required inspections and/or repairs.

Condition	General Motors has decided that a defect which relates to motor vehicle safety exists in select 2017-2019 model year Chevrolet Bolt EV vehicles. A select number of these vehicles were built with high voltage batteries produced at LG Chem's Ochang, Korea facility that may pose a risk of fire when charged to full, or very close to full, capacity. While our investigation into this condition continues, GM has developed software that will limit vehicle charging to 90% of full capacity to mitigate this risk.
Correction	As an interim remedy, dealers will reprogram the hybrid propulsion control module 2 (HPCM2) to limit full charge to 90%.

Parts

No parts are required for this repair.

Warranty Information

Labor Operation	Description	Labor Time	Trans. Type	Net Item
9105274**	Verified Module Software or Calibration Level: Module Is Programmed with Same Level Software or Calibration	0.2	ZFAT	*
9105275**	Hybrid Powertrain Control Module 2 Reprogramming with SPS	0.4		

Important: * GM will provide reimbursement to the dealership for providing the service of picking up and returning a customer's vehicle while the interim repair for this safety recall is completed. It must be noted on the job card that this service was provided. Reimbursement is limited to \$7.50 each way (\$15 maximum per job card), and is to be submitted in the Net/Shuttle field of the Field Action transaction.

Important: ** To avoid warranty transaction rejections, carefully read and follow the instructions below:

- The Warranty Claim Code must be accurately entered in the "Warranty Claim Code" field of the transaction.
- When more than one Warranty Claim Code is generated for a programming event, it is required to document all Warranty Claim Codes in the "Correction" field on the job card. Dealers must also enter one of the codes in the "Warranty Claim Code field of the transaction, otherwise the transaction will reject. It is best practice to enter the FINAL code provided by SPS/SPS2.

Warranty Claim Code Information Retrieval

If the Warranty Claim Code was not recorded on the Job Card, the code can be retrieved in the SPS system as follows:

1. Open TLC/TIS on the computer used to program the vehicle.
2. Select and start SPS/SPS2.
3. Select Settings.
4. Select the Warranty Claim Code tab.

Product Safety Recall**N202311730 High Voltage Battery May Melt or Burn**

The VIN, Warranty Claim Code and Date/Time will be listed on a roster of recent programming events. If the code is retrievable, dealers should resubmit the transaction making sure to include the code in the SPS Warranty Claim Code field.

Service Procedure

Caution: Before downloading the update files, be sure the computer is connected to the internet through a network cable (hardwired). DO NOT DOWNLOAD or install the files wirelessly. If there is an interruption during programming, programming failure or control module damage may occur.

Note: Carefully read and follow the instructions below.

- Ensure the programming tool is equipped with the latest software and is securely connected to the data link connector. If there is an interruption during programming, programming failure or control module damage may occur.
- Stable battery voltage is critical during programming. Any fluctuation, spiking, over voltage or loss of voltage will interrupt programming. Install a GM Authorized Programming Support Tool to maintain system voltage. Refer to www.gmdesolutions.com for further information. If not available, connect a fully charged 12V jumper or booster pack disconnected from the AC voltage supply. DO NOT connect a battery charger.
- Turn OFF or disable systems that may put a load on the vehicle battery such as: interior lights, exterior lights (including daytime running lights) HVAC etc.
- Clear DTCs after programming is complete. Clearing powertrain DTCs will set the Inspection/Maintenance (I/M) system status indicators to NO.

Techline Connect
Version: 1.6.0 Validation

SPS2

Programming

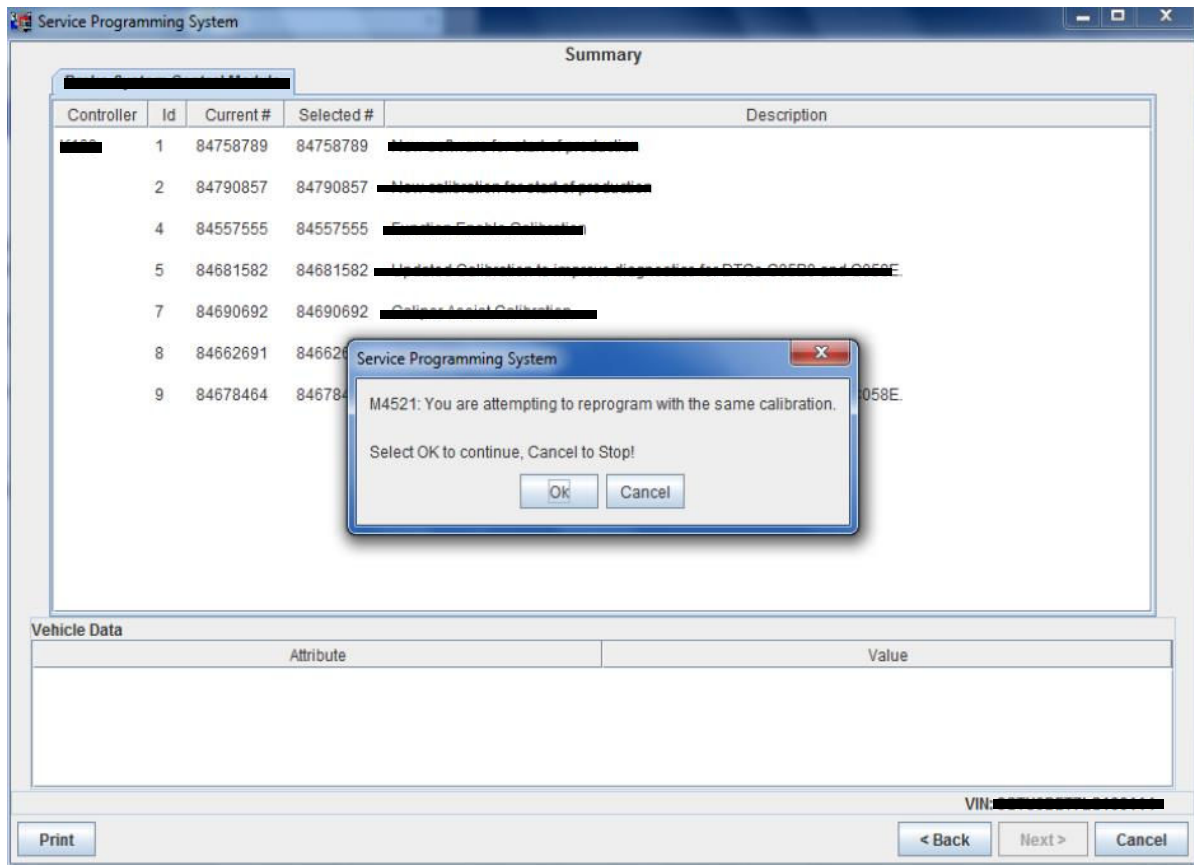
M4521: You are attempting to reprogram with the same calibration.
Select OK to continue, Cancel to Stop!

Controller	ID	Current #	Description
K17	1	84820771	
K17	2	84820790	
K17	3	84820797	
K17	4	84820801	
K17	5	84820808	
K17	6	84820819	
K17	7	84820825	

VIN: 5644477

Product Safety Recall

N202311730 High Voltage Battery May Melt or Burn

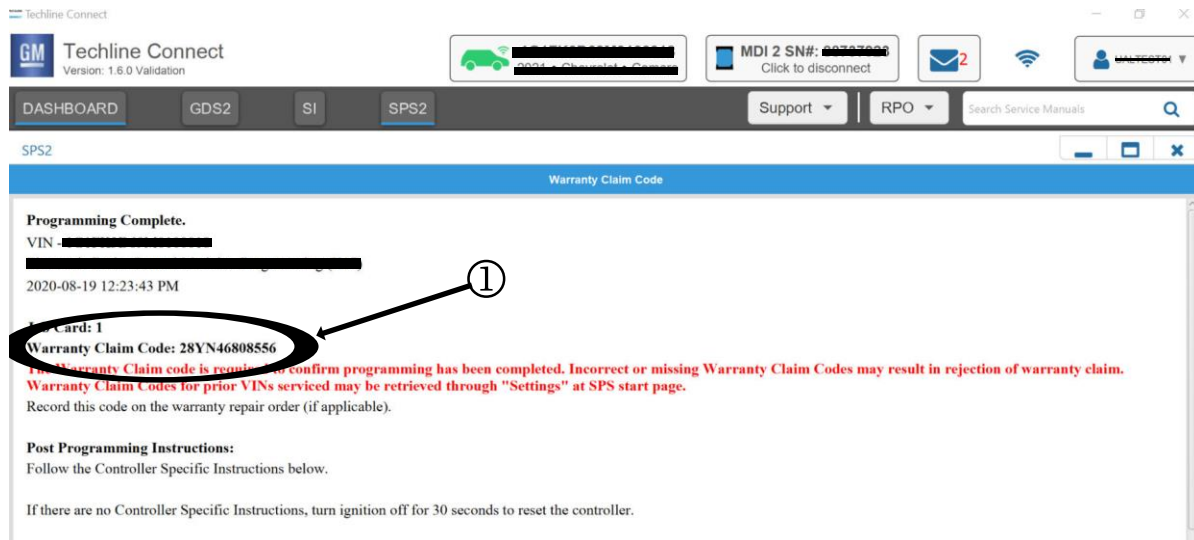


.5431207

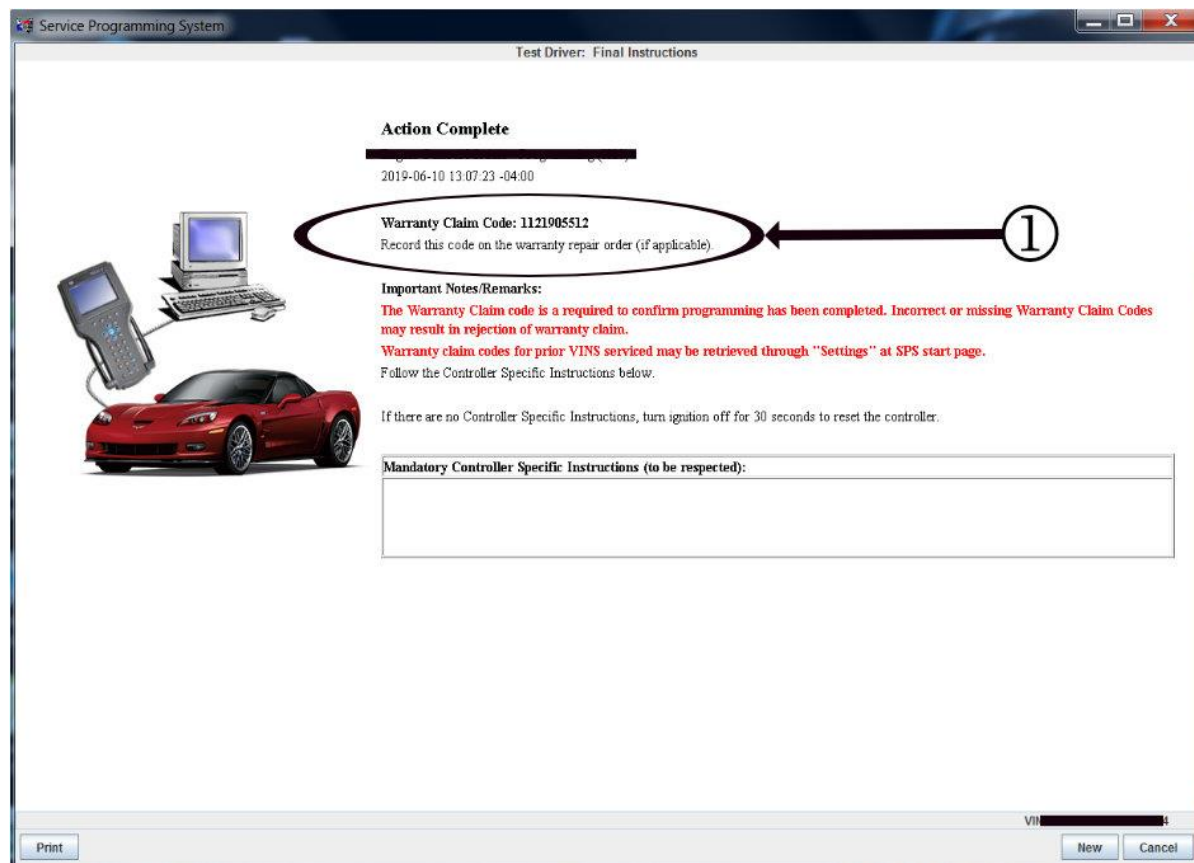
Important: Techline Connect and TIS2WEB screens shown above.

Important: If the same calibration/software warning is noted on the TLC or SPS Summary screen, select OK and follow screen instructions. After a successful programming event, the WCC is located in the Service Programming System dialogue box of the SPS Summary screen. No further action is required. Refer to the Warranty section of the bulletin.

1. Reprogram the K114B Hybrid/EV Powertrain Control Module 2. Refer to *K114B Hybrid/EV Powertrain Control Module 2: Programming and Setup* in SI.

Product Safety Recall**N202311730 High Voltage Battery May Melt or Burn**

5644478



5431209

Note: The screenshots above are an example of module programming and may not be indicative of the specific module that is being programmed. Module selection and VIN information have been blacked out.

Important: To avoid warranty transaction rejections, you **MUST** record the warranty claim code provided on the Warranty Claim Code (WCC) screen shown above on the job card. Refer to callout 1 above for the location of the WCC on the screen.

Product Safety Recall**N202311730 High Voltage Battery May Melt or Burn**

2. Record SPS Warranty Claim Code on job card for warranty transaction submission.

Dealer Responsibility – For USA & Export (USA States, Territories, and Possessions)

It is a violation of Federal law for a dealer to deliver a new motor vehicle or any new or used item of motor vehicle equipment (including a tire) covered by this notification under a sale or lease until the defect or noncompliance is remedied.

The US National Traffic and Motor Vehicle Safety Act provides that each vehicle that is subject to a recall of this type must be adequately repaired within a reasonable time after the customer has tendered it for repair. A failure to repair within sixty days after tender of a vehicle is prima facie evidence of failure to repair within a reasonable time. If the condition is not adequately repaired within a reasonable time, the customer may be entitled to an identical or reasonably equivalent vehicle at no charge or to a refund of the purchase price less a reasonable allowance for depreciation. To avoid having to provide these burdensome remedies, every effort must be made to promptly schedule an appointment with each customer and to repair their vehicle as soon as possible. In the recall notification letters, customers are told how to contact the US National Highway Traffic Safety Administration if the recall is not completed within a reasonable time.

Dealer Responsibility – All

All new, used, GM Certified Used, courtesy transportation vehicles, dealer shuttle vehicles, etc. in dealers' possession and subject to this recall must continue to be held following the successful completion of the interim service procedure in this bulletin. A final repair is not available at this time. When a final repair is available, the service procedure in this bulletin will be revised and dealers will be notified. Until a final repair is available and completed by the dealer, involved vehicles must be held and not delivered to customers, dealer-traded, released to auction, used for demonstration, or any other purpose.

All GM Certified Used vehicles currently in the dealers' inventory within the Certified Pre-Owned Inventory System (CPOIS) will be de-certified and must be held until a FINAL service procedure is available and completed. The interim remedy in this bulletin DOES NOT allow the vehicle to be sold or re-certified.

Dealers are to service all vehicles subject to this recall at no charge to customers, regardless of mileage, age of vehicle, or ownership, from this time forward.

Customers who have recently purchased vehicles sold from your vehicle inventory, and for which there is no customer information indicated on the dealer listing, are to be contacted by the dealer. Arrangements are to be made to make the required correction according to the instructions contained in this bulletin. A copy of the customer letter is provided in this bulletin for your use in contacting customers. Recall follow-up cards should not be used for this purpose, since the customer may not as yet have received the notification letter.

In summary, whenever a vehicle subject to this field action enters your vehicle inventory you must take the steps necessary to ensure the program interim correction has been made. In addition, for vehicles entering your facility for service, you are required to ensure the customer is aware of the open field action and make every reasonable effort to implement the program interim correction as set forth in this bulletin prior to releasing the vehicle.

Dealer Reports

For dealers with involved vehicles, a listing has been prepared and will be available through GM GlobalConnect Maxis Field Action Reports or sent directly to export dealers. The Inventory tab of the dealer reports will contain VINs that apply to this recall. This information is intended to assist dealers with the **PROMPT COMPLETION** of these vehicles. The Customer In-Service tab will contain customer names and addresses from Motor Vehicle Registration Records. The use of such motor vehicle registration data for any purpose other than follow-up necessary to complete this recall may be a violation of law in several states.

Courtesy Transportation – For USA & Canada

Courtesy transportation is available for customers whose vehicles are involved in this safety recall.

Product Safety Recall

N202311730 High Voltage Battery May Melt or Burn



Customer Notification

USA & Canada - General Motors will notify customers of this recall on their vehicle (see copy of customer letter included with this bulletin).

Export - Letters will be sent to known owners of record located within areas covered by the US National Traffic and Motor Vehicle Safety Act. For owners outside these areas, dealers should notify customers using the attached sample letter.

GM bulletins are intended for use by professional technicians, NOT a "do-it-yourselfer". They are written to inform these technicians of conditions that may occur on some vehicles, or to provide information that could assist in the proper service of a vehicle. Properly trained technicians have the tools, equipment, safety instructions, and know-how to do a job properly and safely. If a condition is described, DO NOT assume that the bulletin applies to your vehicle, or that your vehicle will have that condition. See your dealer for information on whether your vehicle may benefit from the information.



**We Support
Voluntary Technician
Certification**

Product Safety Recall

N202311730 High Voltage Battery May Melt or Burn



IMPORTANT SAFETY RECALL

November 2020

This notice applies to your vehicle, VIN: _____

Dear General Motors Customer:

This notice is sent to you in accordance with the National Traffic and Motor Vehicle Safety Act.

General Motors has decided that a defect which relates to motor vehicle safety exists in certain 2017-2019 model year Chevrolet Bolt EV vehicles. As a result, GM is conducting a safety recall. We apologize for this inconvenience. However, we are concerned about your safety and continued satisfaction with our products.

IMPORTANT

- Your vehicle is involved in GM recall N202311730.
- Beginning on November 17, 2020, please schedule an appointment with your Chevrolet dealer.
- This service will be performed for you at **no charge**.
- **This letter also contains important interim charging instructions for your vehicle. Please review these instructions before charging your vehicle.**

Why is your vehicle being recalled?

A certain number of these vehicles were built with high voltage cells produced at LG Chem's Ochang, Korea facility that may pose a risk of fire when charged to full, or very close to full, capacity.

What will we do?

While our investigation into this condition continues, GM has developed software that will limit vehicle charging to 90% of full capacity to mitigate this risk. This software will be available at your <DIV_DLR> dealer on November 17, 2020. Your <DIV_DLR> dealer will reprogram your vehicle's hybrid propulsion control module to limit full charge to 90%. This service will be performed for you at no charge. Because of service scheduling requirements, it is likely that your dealer will need your vehicle longer than the actual inspection and service correction time of approximately 25 minutes.

We are working around the clock on our continued investigation and we intend to deploy a final remedy and remove the 90% limitation as soon as possible after the first of the year. When that remedy is available, we will send you another letter asking you to take your vehicle to your <DIV_DLR> dealer to have your vehicle serviced, free of charge.

What should you do?

Beginning on November 17, 2020, you should contact your Chevrolet dealer to arrange a service appointment as soon as possible. Until your vehicle's battery system has received the updated software, you should take one of the following interim steps:

(Model Years 2017-18 Only): Activate the Hill Top Reserve feature in your vehicle. This feature, when activated, will limit your vehicle's battery to 90% of full capacity. For assistance activating this feature, please watch the instructional video at www.chevy.com/boltevre recall.

(Model Year 2019 Only): Activate the Target Charge Level feature in your vehicle, and set the target-charge level to 90%. For assistance activating this feature, please watch the instructional video at www.chevy.com/boltevre recall.

Product Safety Recall

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(All Model Years): If you are unable or uncomfortable enabling one of the above described charge-limiting features in your vehicle, you should park your vehicle outside as soon as your vehicle completes a full battery charge.

Do you have questions?

If you have questions or concerns that your dealer is unable to resolve, please contact the Bolt EV Concierge team at 833-EVCHEVY (833-382-4389). Hours of operation are Monday through Friday, 8:00 AM to 7:00 PM ET.

If after contacting your dealer and the Customer Assistance Center, you are still not satisfied we have done our best to remedy this condition without charge and within a reasonable time, you may wish to write the Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Avenue, SE, Washington, DC 20590, or call the toll-free Vehicle Safety Hotline at 1.888.327.4236 (TTY 1.800.424.9153), or go to <http://www.safercar.gov>. The National Highway Traffic Safety Administration Campaign ID Number for this recall is 20V701.

Federal regulation requires that any vehicle lessor receiving this recall notice must forward a copy of this notice to the lessee within ten days.

Maryann L. Combs
Vice President
Global Vehicle Safety

GM Recall: N202311730

EXHIBIT 3



December 10, 2020

General Motors Company
Attn: Legal Department
P.O. Box 33170
Detroit, MI 48232-5170

Notice pursuant to: Alabama Code § 8-19-10(e); Alaska Statutes § 45.50.535; California Civil Code § 1782; Georgia Code § 10-1-399; Indiana Code § 24-5-0.5- 5(a); Maine Revised Statutes, Title 5, § 50-634(g); Massachusetts General Laws Chapter 93A, § 9(3); Texas Business & Commercial Code § 17.505; West Virginia Code § 46A-6-106(b); and Wyoming Statutes § 40-12-109 as well as state express warranty and implied warranty of merchantability statutes.

To Whom It May Concern:

PLEASE TAKE NOTICE that our client, Casper Rankin, intends to promptly file an action on behalf of himself and all others similarly situated who purchased the 2017-2019 Chevrolet Bolt vehicles (collectively, the “Vehicles”) against General Motors.

Mr. Rankin is a California resident and asserts on behalf of himself and all others similarly situated, that General Motors violated the CLRA, other state consumer protection laws, and breached its warranties. On or about January 31, 2020, Mr. Rankin purchased a Certified Pre-Owned 2017 Chevrolet Bolt from Courtesy Chevrolet Center at 750 Camino Del Rio N, San Diego, CA 92108. The fact that General Motors advertised the Class Vehicle as a capable electric vehicle offering exceptional range and reliability was material to Mr. Rankin and other reasonable customers. On or around November 17, 2020, Mr. Rankin was informed of a recall initiated by GM pertaining to a fire risk in the batteries of Class Vehicles. The recall notice states that Class Vehicles will receive a software update to reduce the risk of fire. The update will lower Class Vehicles’ charging capacity to 90 percent. The reduced battery capacity significantly affects Mr.

412 H Street N.E., Ste. 302, Washington, D.C., 20002, Tel: (202) 470-3520
www.classlawdc.com

Rankin's driving and charging habits, as he will no longer be able to complete his normal commute in one charge. The software update reduces Mr. Rankin's available range and adds up to an extra hour of charging time. Further, Mr. Rankin has no assurance General Motors will restore his vehicle's full battery capacity. Mr. Rankin used and maintained his Class Vehicle in a manner typical of a reasonable consumer.

Thus: (1) General Motors designed, manufactured, marketed, and sold Vehicles across the United States while knowingly concealing a material defect in the Vehicles; (2) The defect consists of the Vehicles' battery, which presents a significant fire risk as deployed in the Vehicles; (3) The Vehicles' battery, when charged to full or near full capacity, presents a fire risk even when the vehicle is off, parked, and not currently being charged; (4) General Motors' software solution, which reduces the battery's charging capacity to 90 percent, lowers the vehicle's advertised range, impacting how far purchasers of Class Vehicles expected to drive when purchasing the Class Vehicle; (5) consumers have no assurance General Motors will fully restore their Class Vehicle's original range; (6) General Motors did not disclose to purchasers of the Vehicles that the Vehicles were materially less capable than advertised and possessed a serious safety defect—and therefore were unfit for the purposes for which they were purchased. As a result of the defect, Plaintiffs and putative class members have been harmed by Defendant's conduct, including but not limited to incurring monetary costs associated with overpaying for the Vehicles.

GM's conduct, as described herein, was unlawful, unfair and deceptive, and flagrantly violated consumer protection laws, including, without limitation, the Alabama Deceptive Trade Practices Act, Ala. Code § 8-19-10(e); Alaska Unfair Trade Practices and Consumer Protection Act, Alaska Stat. § 45.50.535; California Deceptive Practices Act, Cal. Civ. Code § 1770 *et seq.*; Georgia Fair Business Practices Act, Ga. Code. Ann. § 10-1-393; Indiana Consumer Sales and

Deceptive Practices Act, Ind. Code § 24-5-0.5- 3; Maine Unfair Trade Practices Act, Me. Rev. Stat. Ann. tit. 5, § 205-A *et seq.*; Mass. Gen. Laws ch. 93A, § 1 *et seq.*; Texas Deceptive Trade Practices-Consumer Protection Act, Tex. Bus. & Com. Code Ann. § 17.41 *et seq.*; West Virginia Consumer Protection Act, W. Va. Code § 46A-6-101 *et seq.*; and Wyoming Consumer Protection Act, Wyo. Stat. Ann. § 40-12-101 *et seq.* This notice is being served on behalf of the above referenced putative class.

The putative class hereby demands that GM correct or otherwise rectify the damage caused by such unfair trade practices and warranty breaches, and return all monies paid by putative class members. Otherwise, the class will seek recovery of damages, costs, and fees through the courts under, among other statutes or state laws, Ala. Code § 8-19-10(e); Alaska Stat. § 45.50.535; Cal. Civ. Code §§ 1780, 1781; Ga. Code Ann. § 10-1-399; Ind. Code § 24-5-0.5-3; Me. Rev. Stat. Ann. tit. 5, § 213; Mass. Gen. Laws ch. 93A, §§ 9(1), 11; Tex. Bus. & Com. Code Ann. § 17.50(a)(1); W. Va. Code § 46A-6-106(a)(1); and Wyo. Stat. Ann. § 40-12-108. Please note that Plaintiff intends to assert Class allegations under the foregoing statutes if full payment to the Class does not occur within the applicable statutory period.

Mr. Rankin also hereby demands that GM immediately send notice to all purchasers and owners of the Vehicles that the vehicles are defective and that this defect was known to but inadequately addressed by GM, and further demand that GM reimburse Plaintiffs and the putative class members for the reduced or diminished value of their Vehicles.

If you wish to discuss this demand or the claim detailed above, please feel free to email me at nmigliaccio@classlawdc.com or call me at (202) 470-3520.

Very truly yours,

/s/ Nicholas A. Migliaccio

Nicholas A. Migliaccio, Esq.
Jason S. Rathod, Esq.
MIGLIACCIO & RATHOD LLP

Attorneys for Plaintiff

EXHIBIT 4

DECLARATION OF CASPER RANKIN

I, Casper Rankin, declare as follows:

1. I have personal knowledge of the facts stated here and, if called on to do so, I could competently testify about the facts.
2. I am filing the Class Action Complaint captioned *Rankin, et al. v. General Motors Corporation*, in the U.S. District Court for the Eastern District of Michigan.
3. I submit this declaration in support of the Class Action Complaint, which is based in part on violations of the Consumers Legal Remedies Act, Cal. Civ. Code. § 1750 et seq.
4. The Class Action Complaint is being filed in the proper place for trial of this action.
5. I understand that Defendant General Motors LLC has its principal place of business in Detroit Michigan, which is in Wayne County, MI. General Motors conducts substantial business, including the acts and practices at issue in this action, within Wayne County, MI.

Executed on 12/10/2020 in San Diego, CA.



Casper Rankin

EXHIBIT 5

autoevo

Search here...

TIP US

FEATURED
autoevolution's Celebration Month

Chevrolet Bolt Concept EV Looks Premium at 2015 Detroit Auto Show

Home > News > Car Profile 12 Jan 2015, 13:46 UTC · by Mircea Panait

Oh my, this was totally unexpected from General Motors to showcase at the Detroit Auto Show. In the last few days, numerous publications reported that a Tesla Model III rival from Chevy will debut at NAIAS and it really did. This is the Chevrolet Bolt Concept, ladies and gentlemen, and GM's Mary Barra told us that it's just a teaser of the future.

42 photos

CHEVROLET MODELS:

- CHEVROLET Traverse
Medium SUV
- CHEVROLET Spark
Compact
- CHEVROLET SS
Medium
- CHEVROLET Malibu
Medium
- CHEVROLET Corvette Z06
Coupe
- CHEVROLET Tahoe
Large SUV
- CHEVROLET Silverado 2500 HD Regular Cab
Heavy Duty Pickup
- CHEVROLET Cobalt Sedan
Medium
- CHEVROLET Camaro
Coupe
- CHEVROLET Camaro ZL1
Coupe

ALL CHEVROLET MODELS →

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- 2013 Copo Camaro 427 Races Ancestor from 1967 and Wins
- 2016 Chevrolet Camaro Edges Closer to Reality in Newest Rendering
- 2015 Chevrolet Silverado Custom Sport Package Now Available From \$1,950
- 2016 Chevrolet Camaro Walkaround Animation Gets Nearer to the Finished Product

CAR REVIEWS:

Ad: (3)

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Just as we suspected when we found out GM has filed trademarked the CrossVolt moniker with the US Patent and Trademark Office, the manufacturer reworked its Volt MP5 concept from 2010 hugely and what you can admire in the live photo gallery is a work-in-progress according to Barra. That's even more true when you glance at the prototype vehicle stickers glued on various bits of the cabin, which lead us to believe this is a work-in-progress.

But here's the deal with the Chevrolet Bolt's cabin: it's airy, it feels like it was inspired by a lounge and the seats are extremely comfortable. Moreover, we couldn't believe that Chevrolet can make this level of high-quality materials and fit & finish. The engineers and designers took care of business and made sure to fit as many batteries in the floor as possible, in order to allow the occupants to have their space.

All the plastics surfaces and the leather upholstery are a joy to run your fingers across, which is high praise from an upcoming EV that is rumored to hold

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certainly not make it into production, although we don't expect major aesthetic differences between this Bolt concept and the production-ready Chevy Bolt / CrossVolt.

Expected to offer more than 200 miles (322 km) of all-electric range, the Chevrolet Bolt EV will go on sale sometime in the future in all of the US and in various other parts of the world.

GM chief exec Mary Barra declared that “the Bolt EV concept is a game-changing electric vehicle designed for attainability, not exclusivity. Chevrolet believes electrification is a pillar of future transportation and needs to be affordable for a wider segment of customers.” For more info regarding what GM's electric ambitions will look like in the near future, refer to the release attached below the videoclip.



#CHEVROLET BOLT #CHEVROLET #EV #CONCEPT
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GM Chairman and CEO Addresses CES

2016-01-06

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LAS VEGAS – General Motors Chairman and CEO Mary Barra addressed CES on Wednesday. A text of her prepared remarks is below. As always, the speaker's words are definitive.

###

Thank you, Gary (Shapiro).

Congratulations on the Association's new name and, more importantly... 49 years of "bringing innovation to market" through CES.

CES began in 1967, the same year we produced our 100 millionth vehicle in the United States.

Two years later, we built the navigation system that guided Apollo 11 to the moon.

And two years after that, we built the mobility system for the Lunar Rover - which, as you know... was an electric vehicle.

Clearly, a lot has changed in the last 50 years... but today ... the pace accelerates even more.

I have no doubt the auto industry will change more in the next five-10 years than it has in the last 50.

The convergence of connectivity... vehicle electrification... and evolving customer needs ... demands new solutions.

Societal trends like urbanization and sustainability are changing customers' requirements and how they interact with automobiles.

And new technology is driving tremendous advancements in everything from vehicle safety and fuel economy... to autonomous driving.

Embracing new technology and societal needs is the core to the Chevrolet brand.

You saw that on Monday when we announced a strategic alliance with Lyft to create a network of on-demand autonomous vehicles.

You saw it yesterday when we announced expanding our partnership with Mobileye to crowdsource highly precise maps to help enable autonomous driving.

And you'll see it in the weeks to come as we continue to roll-out additional initiatives to capture value in the convergence of connectivity... electrification... and autonomous.

It's also why we meet frequently with the senior leaders at Facebook ... and why we're excited to be the first automaker to use Facebook Live to bring this keynote to our Facebook and Chevrolet fans.

We have a long history of connecting people to the places they want to go...

...in fact, the Chevrolet brand has been doing it for more than 100 years.

And we've been connecting them digitally, with OnStar, for 20.

From automated crash response and stolen-vehicle recovery...
to remote door unlock and vehicle diagnostics...

OnStar has now responded to more than a billion customer requests since we pioneered the "connected car" back in 1996.

By the end of this year, we will have 12 million connected vehicles around the world.

In the U.S. and Canada, Chevrolet alone will have 68 percent...
or nearly 4 million of the vehicles with embedded 4G LTE.

And our lead is growing.

In 2015, we sold seven times more 4G-equipped vehicles than the rest of the industry combined.

The other piece of today's convergence is electrification.

This is another area in which Chevrolet has a rich pedigree.

As you know, we have the industry's broadest electric portfolio, including... here in the U.S. ...

...the second-generation Chevrolet Volt, the Spark EV, and the new Malibu Hybrid.

All thanks to our experience... our scale... and our simple guiding principle:

---we put the customer at the center of everything we do.

This means we are always working to create what's next - whether that's in electrification... connectivity... or autonomous driving.

And we're doing it while leveraging those areas of the business that many view as disadvantages ... our size... our dealerships... and our manufacturing capability.

These are areas where new entrants to the industry have little... or no experience ...

...and where we can use our scale to bring new technologies to more people ... faster.

And that's what Chevrolet is all about – giving you more than you expect.

If we look back... the automobile actually started as a boutique business.

It wasn't until revolutionaries like Louis Chevrolet started building affordable cars on a large scale that the automobile changed everyone's life.

Today, here in the U.S., a new car is sold every two seconds.

The same could be said for electricity.

It is something that we take for granted, but when electricity was first introduced, it was available only to the elite.

Having more than a light bulb was a luxury.

Today, electricity powers our lives.

And this pattern applies to the connected world, as well.

Today, we take connectivity for granted, but it didn't start that way.

The first phones were available only to those who could afford them... and very few could.

Last year... just 12 years after the Blackberry came to the United States and nine years since the first iPhone... 1.2 billion smart phones were sold around the world - keeping us connected all the time.

So imagine the power of combining connectivity and electrification in an automobile... at an affordable price...

Ladies and gentlemen... meet the 2017 Chevrolet Bolt EV!

With more than 200 miles per charge... and a cost of around \$30,000 after government incentives... and an unparalleled level of connectivity... with the ability to upgrade with the mobility and transportation solutions we all will demand in the future...

...the Bolt EV is truly the first EV that cracks the code of long range at an affordable price.

And who are our customers?

Anyone who wants to: save time... money... and the environment... in a car that is truly fun to drive.

Bolt EV customers want the confidence that comes from a range of more than 200 miles - well beyond the daily driving needs of most people.

But confidence means more than just range - it also means scale, including 3,000 Chevrolet dealerships across the country.

We believe strongly in the dealer model, and the tremendous value our customers derive from neighborhood dealerships.

Unlike some EV customers, Bolt EV customers never have to worry about driving to another state to buy... service... or support their vehicle.

Scale also gives Chevrolet owners the added security that comes with OnStar - and our 20 years of experience in connected cars.

It goes beyond confidence and security.

We also understand the importance of giving everyone the features they love, and that make their lives better. For starters... as you can see in the Facebook 360 video of the interior above, you won't make any compromises in terms of space in the Bolt EV.

The Bolt EV's battery pack is incorporated into the car's chassis, and mounted entirely beneath the passenger cabin.

This gives Bolt EV a completely flat interior floor, and segment-leading spaciousness.

It offers plenty of room for five passengers and almost 17 cubic feet of cargo space behind the rear seat.

But more importantly, the Bolt EV can actually give you time back.

Thanks to a DC Fast Charging System, the battery can charge to 80 percent of capacity in only 60 minutes, or to 100 percent overnight using a 240V charging system.

And because the Bolt EV is a pure battery electric vehicle, it qualifies for the holy grail of California commuting: the white "Clean-Air Vehicle" decal... and "single-occupant use" of the state's HOV lanes.

Another way we are looking to save everyone's time is by offering navigation with EV-specific routing.

With EV Navigation mapping, Bolt EV gives options -- like routes that maximize your range or provide access to charging stations.

Bolt EV also offers an advanced range predictor, which accurately estimates driving range based on topography... temperature... and driving habits.

Now... in addition to saving time, Bolt EV also makes life easier with features like a Bluetooth low-energy system designed specifically for the Bolt EV.

As you walk up to your car, the system instantly syncs with your smart phone to create a unique welcoming experience.

It expedites cabin pre-conditioning, and quickly provides you with information about charging status and estimated range.

It personalizes the car's home screen and loads your favorite music pre-sets.

And because it pairs instantly with your phone, there is no waiting for a connection.

Also, by relying on "Bluetooth Smart" technology, the system minimizes range-reducing energy draw on the battery.

Another way the Bolt EV makes life easier is by improving the driving experience with features like an innovative wide-angle Rear Camera Mirror.

As the name implies, we equipped the Bolt EV with a rear backup camera.

That's not unusual these days, but we did something new with it.

We streamed the camera to the rearview mirror.

Now, the "mirror" shows a full wide-angle view of everything behind the car, with no obstructions.

It's simple... it's innovative... and it makes the car easier... and safer... to drive.

It's exactly this kind of innovative spirit that we've infused throughout the car - including our connectivity.

We all love to be connected, and the Bolt EV connects all the devices we want to connect to all the things that matter to us.

It's all anchored by the Bolt EV's "floating" instrument panel.

A capacitive-touch screen which... at 10.2 inches... is larger than an iPad Air.

It features a widget-based "flip-board style" operation that is intuitive and easy to customize.

Chevrolet already offers Android Auto and Apple CarPlay in 14 models around the globe, more than any other automaker.

Now, we will extend that - making the Bolt EV the first all-electric vehicle offering Apple CarPlay and Android Auto.

Bolt EV will also be one of the first Chevrolet models to offer a new smartphone app that extends the capabilities of the vehicle.

It's called the MyChevrolet app, and it's designed to bring you information and features like: charge status... mapping... remote start... owner's manual... dealer service scheduling... and even pre-setting the temperature of the cabin.

All the things our customers care about most, in one application.

Now, what's really cool is that the Bolt EV is more than just a car - it's a platform.

It's a platform that is upgradeable for OnStar-based features that enhance and personalize the driving experience.

One example comes from our history with the Chevrolet Volt, whose owners - according to Consumer Reports - are among the most satisfied.

Our experience with Volt has shown us that EV customers love to compete-- against themselves and other drivers -- to see just how green they can be.

In response, we will introduce "gamification" into the Bolt EV driving experience ... allowing customers to compete with other EV drivers for eco bragging rights on things like most miles-per-charge... and the highest MPG Equivalent.

It is one way we are making Bolt EV as fun to own... as it is to drive.

And down the road, the connectivity that allows us to offer features like gamification... will one day... help us offer the technologies and transportation solutions that customers will demand.

Everything from car-sharing apps and new ownership models... to automated driving and, one day... self-driving cars.

One thing customers always demand is affordability.

Last month, Kelley Blue Book said the average price for a new vehicle in the United States was \$33,800.

After government incentives, Bolt EV will sell for about \$30,000 - a truly affordable EV.

The way people get around is changing forever.

We get that... and we are working to provide the kinds of solutions our customers want and value... both today and tomorrow.

The Chevrolet Bolt EV is the next step in this journey.

Lots of companies are talking about building electric vehicles, but the Chevrolet Bolt EV actually delivers on the promise of long range at an affordable price.

And thanks to 20 years of experience with OnStar, it also provides an unparalleled level of connectivity.

We see the Bolt EV as more than just a car.

It's an upgradeable platform for new technologies.

Now for the real kicker: this isn't some science project, or a concept that is years away.

The Bolt EV will be in production this year.

We invite you to experience driving the Bolt EV today - along with a range of Chevrolet electric vehicles - at our demonstration center across the street.

Chevrolet has been at the heart of the automobile market for more than 100 years.

Today's Chevrolet provides customers with the performance that meets their needs... and the technology that simplifies their lives and keeps them safe and connected.

Come experience the Chevrolet Bolt EV today, and see how we are working to redefine personal transportation.

Thank you for your warm welcome this afternoon.

I invite you to join me onstage with other members of the Chevrolet leadership team to take a closer look at the Chevrolet Bolt EV.

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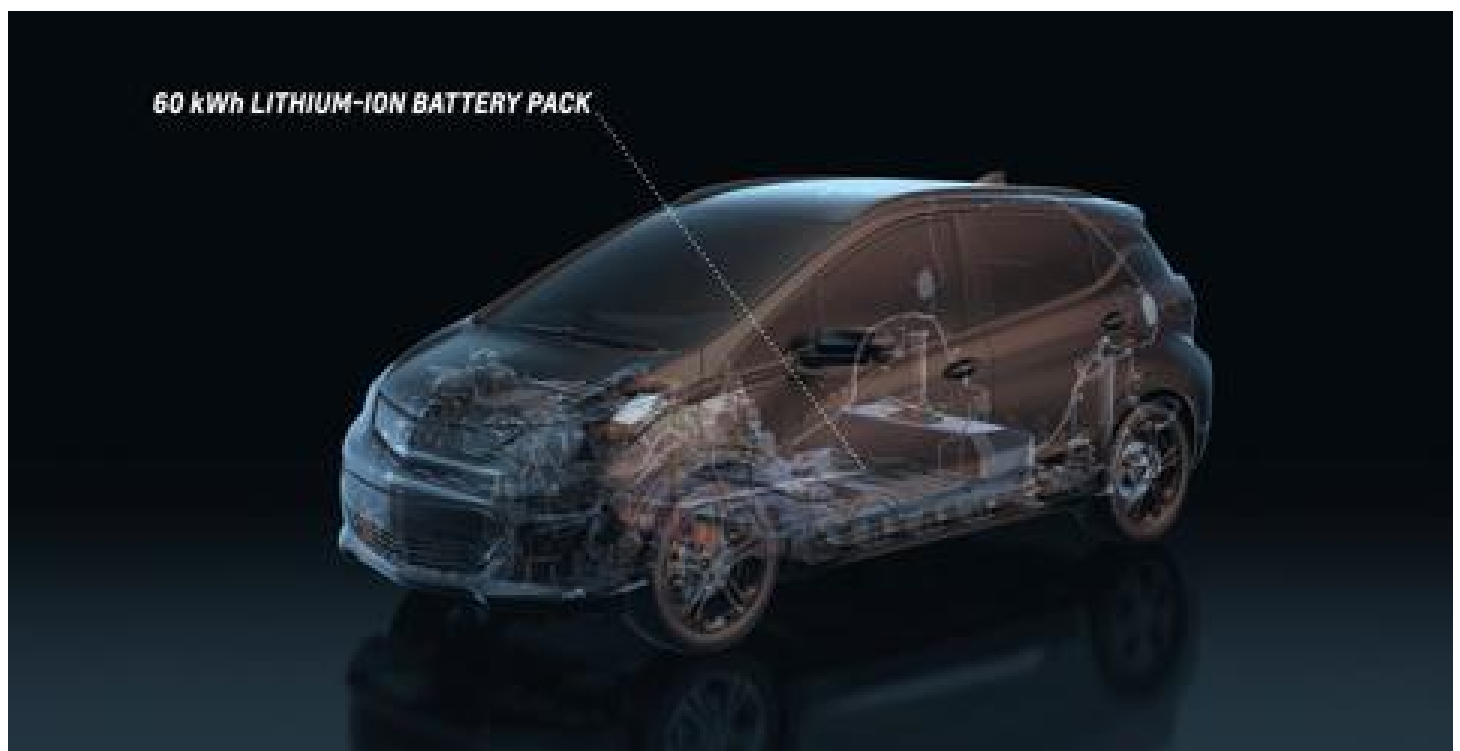
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Drive Unit and Battery at the Heart of Chevrolet Bolt EV

Engineers focus on careful balance of range and performance

2016-01-11

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DETROIT – The 2017 Chevrolet Bolt EV does more than set a new benchmark for affordable, long-range EV driving. It also raises the bar when it comes to driving performance.

Engineers developed the Bolt EV's propulsion system to offer more than an estimated 200 miles (based on GM estimates) and a delightful driving experience that's more akin to a compact sports sedan than a small utilitarian crossover.

"Being the leader in range and affordability means nothing if the car isn't going to excite you each time you get behind the wheel," said Josh Tavel, Chevrolet Bolt EV chief engineer. "That's why the team was tasked with delivering a propulsion system that would also make the Bolt EV an electric vehicle that owners would love to drive."

Single Motor Drive Unit

Like most EVs on the road, the Bolt EV's drive system uses a single high capacity electric motor to propel the car. But it's the smooth, powerful and quiet motor design, gear configuration and shift-by-wire system that separates it from the pack.

The engineering team designed the Bolt EV's electric motor with an offset gear and shaft configuration tailored to meet efficiency and performance targets – most notably more than an estimated 200 miles of range. The motor is capable of producing up to 266 lb.-ft. (360 Nm) of torque and 200 hp (150 kW) of motoring power. Combined with a 7.05:1 final drive ratio, it helps propel the Bolt EV from 0-60 mph in less than seven seconds.

Power delivery is controlled by Chevrolet's first Electronic Precision Shift system. This shift and park-by-wire system sends electronic signals to the Bolt EV's drive unit to manage precise feel and delivery of power and torque, based on drive mode selection and accelerator inputs. A by-wire shifter requires less packaging space than a traditional mechanical shifter, resulting in more interior space and improved interior layout.

60 kWh Battery System

Having more than 1.3 billion miles of EV experience from the Chevrolet Volt helped Bolt EV battery engineers and strategic partner LG Electronics to develop an all-new cell and battery pack to offer more than an estimated 200 miles of range.

Battery system preliminary specifications include:

- 60 kWh lithium-ion battery pack.
- 288 lithium ion cells
 - Five sections
 - 10 modules
 - 96 cell groups – three cells per group
- 960 lbs. (435 kg) total weight

"You usually have a battery cell that delivers either the desired levels of energy or power, but not traditionally both. With this cell design and chemistry we were able to deliver a battery system with 160 kilowatts of peak power and 60 kilowatts hours of energy," said Gregory Smith, Bolt EV battery pack engineering group manager.

The battery uses active thermal conditioning, similar to the Chevrolet Volt, to keep the battery operating at its optimum temperature, which results in solid battery life performance. The Bolt EV battery will be covered by an 8-year/ 100,000 mile (whichever comes first) limited warranty.

Inside the battery pack – which spans the entire floor, from the front foot well to back of the rear seat – is a new cell design and chemistry. The nickel-rich lithium-ion chemistry provides improved thermal operating performance over other chemistries, which requires a smaller active cooling system for more efficient packaging. The chemistry allows the Bolt EV to maintain peak performance in varying climates and driver demands.

The cells are arranged in a "landscape" format and each measures in at only 3.9 ins. (100 mms) high and 13.1 ins. (338 mms) wide providing improved packaging underfloor. The lower profile cell design enabled the vehicle structure team to maximize interior space.

The battery system is mated to a standard equipment 7.2 kW onboard charger for regular overnight charging from a 240-V wall box. A typical commute of 50 miles can be recharged in less than two hours. Bolt EV also features an optional DC Fast Charging system using the industry standard SAE Combo connector. Using DC Fast Charging, the Bolt EV battery can be charged up to 90 miles of range in 30 minutes. Outside temperatures may affect charging times.

Regen System Provides One-Pedal Driving

Regenerative braking has become more than just a tool to boost range, it's also transformed into a feature that can provide an improved EV driving experience. The Bolt EV features a new regenerative braking system that has the ability to provide one pedal driving.

"Interviews with EV enthusiasts indicated their desire for one pedal driving capability on the Bolt EV. One pedal operation boosts the thrill and uniqueness of EV driving," Tavel said.

Through a combination of increased regenerative deceleration and software controls, one pedal driving enables the vehicle to slow down and come to a complete stop without using the brake pedal in certain driving conditions.

When operating the Bolt EV in "Low" mode, or by holding the Regen on Demand paddle located on the back of the steering wheel, the driver can bring the vehicle to a complete stop under most circumstances by simply lifting their foot off the accelerator, although the system does not relieve the need to use the brake pedal altogether.

Operating the Bolt EV in "Drive" mode and not pulling the paddle while decelerating delivers a driving experience where usage of the brake pedal is required to stop.

Founded in 1911 in Detroit, **Chevrolet** is now one of the world's largest car brands, doing business in more than 115 countries and selling around 4.8 million cars and trucks a year. Chevrolet provides customers with fuel-efficient vehicles that feature engaging performance, design that makes the heart beat, passive & active safety features and easy-to-use technology, all at a value. More information on Chevrolet models can be found at www.chevrolet.com.

###

2017 CHEVROLET BOLT EV PRELIMINARY SPECIFICATIONS

[Overview](#) | [Battery System](#) | [Electric Drive](#) | [Charging Times](#) | [Performance](#) | [Chassis/Suspension](#) | [Brakes](#) | [Wheels/Tires](#) | [Dimensions](#) | [Capacities](#)

Overview

Model:	Chevrolet Bolt EV
Body style / driveline:	front-wheel-drive, five-passenger, five-door all-electric CUV
Construction:	Steel and Aluminum
EPA vehicle class:	Small Wagon (EPA does not have a cross-over category)
Key competitors:	Nissan Leaf, BMW i3, Ford Focus Electric, Kia Soul EV, VW eGolf Mercedes-Benz B-Class Electric
Manufacturing location:	Orion Township, Mich.
Battery manufacturing location:	Incheon, South Korea
Motor and drive unit manufacturing location:	Incheon, South Korea

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Battery System

Type:	rechargeable energy storage system comprising multiple linked modules
Volume/case:	285L

Mass (lb / kg):	960 lb./435 kg
Battery chemistry:	lithium-ion
Thermal system:	liquid active thermal control
Cells:	288
Electric driving range:	More than 200 miles (GM estimate pending final tests)
Energy:	60 kWh
Warranty:	eight years / 100,000 miles

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Electric Drive

Type:	Single motor and gearset
Motor:	permanent magnetic drive motor
Power:	200 hp/150 kW
Torque: (lb-ft / Nm):	266 lb.ft./360 Nm
Final drive ratio (:1):	7.05:1

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Charging Times

120 V:	Available with standard cordset
240 V:	50 miles of range in less than 2 hrs.
SAE Combo DC Fast Charge:	90 miles in 30 minutes

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Performance

Top speed (mph):	91 mph / 145 kph *
0-30 mph:	2.9s (75% SoC) *
0-60 mph:	Under 7 seconds

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Chassis/Suspension

Front:	Independent MacPherson strut-type front suspension with side load compensating and finely tuned springs, direct-acting solid stabilizer bar system and ride & handling oriented LCA bushings.
Rear:	Compound crank (torsion beam) type rear suspension with the closed section V-shaped profile axle; specifically tuned coil springs, performance balanced shock absorber, angled A-

	bushing supporting understeer tendency on cornering maneuver and kinematically optimized torsion beam providing stable and best ride & handling performance.
Chassis control:	Four-channel ABS; Traction control system; StabiliTrak; Drag control
Steering type:	column-mounted electric power steering
Steering wheel turns, lock-to-lock:	2.91 revolution *
Turning radius, curb-to-curb (ft. / m):	10.8m *
Steering ratio:	16.8 :1

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Brakes

Type:	power four-wheel disc with ABS; electro-hydraulic; partially regenerative; dynamic rear brake proportioning
Brake rotor diameter front (mm / in):	276mm
Brake rotor diameter rear (mm / in):	264mm
Total swept area (cu cm):	Front : 1398.9 Rear : 1131.4

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Wheels/Tires

Wheel size and type:	17in x 6.5J offset 44, cast aluminum
Tires:	Michelin Energy Saver A/S 215/50R17 all-season

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Dimensions

Exterior

Wheelbase (in / mm):	102.4 / 2600
Overall length (in / mm):	164.0 / 4166
Overall width (in / mm):	69.5 / 1765(W103)
Track width front (in / mm):	1500.92 mm
Track width rear (in / mm):	1501.05 mm
Height (in / mm):	62.8 / 1594(H100)
Front overhang (in / mm):	32.9 / 836
Rear overhang (in / mm):	28.7 / 730

Interior

Seating capacity (front / rear):	2 / 3
Headroom (in. / mm):	39.7 / 1009 1 st row 37.9 / 962 2 nd row
Shoulder room (in / mm):	54.6 / 1387 1 st row 52.8 / 1340 2 nd row
Hip room (in / mm):	51.6 / 1310 1 st row 50.8 / 290 2 nd row
Legroom (in / mm):	41.6 / 1056 1 st row 36.5 / 927 2 nd row
Cargo volume (cu ft / L):	16.9 cu-ft / 478 L (V10, Wagon CVI – Max behind rear seat)
Passenger volume (cu ft / L):	PV1 52.2 cu-ft / 1478 L 1 st row PV2 42.2 cu-ft / 1195 L 2 nd row

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Capacities

Curb weight (lb / kg):	3580 lb / 1625kg based on target (w/o 2passengers)
Heating cooling (qt / L):	Heating loop 1.8L
Battery pack cooling (qt / L):	6.9L (RESS cooling loop total coolant volume)
Power electronics cooling (qt / L):	3.9L (PE & DU cooling loop total coolant volume)
Drive unit fluid (qt / L):	2.9L

Note: Information shown is current at time of publication.

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2017 Chevrolet Bolt EV

Bolt EV Drive Unit & Battery Photos



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Chevrolet Introduces 2017 Bolt EV

2016-01-06

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LAS VEGAS – Chevrolet is introducing the 2017 Bolt EV at the Consumer Electronics Show, fulfilling its promise to offer a long-range, affordable electric vehicle for the masses.

The Bolt EV, which will go into production by the end of 2016, will offer more than 200 miles of range on a full charge. It also features advanced connectivity technologies designed to enhance and personalize the driving experience.

"It was less than a year ago that we revealed the Bolt EV concept and promised to deliver a long-range electric vehicle attainable by the masses," GM Chairman and CEO Mary Barra said. "The Bolt EV is capable of using the latest mobile app technology to enable car sharing, advanced GPS routing and gamification, all designed to enhance the ownership experience now and into the future."

Connectivity Simplifies Ownership Experience

The Bolt EV benefits directly from the suggestions and ideas of Volt owners and features technologies that make owning a long-range electric vehicle easy.

The Bolt EV's connectivity innovations will provide smart, personalized solutions for managing the driving experience. For example, in the future an accurate driving range projection will be based on the time of day, typography, weather and the owner's driving habits.

Bluetooth low-energy – designed specifically for the Bolt EV to minimize energy draw – seamlessly connects a smart phone to the car while the owner approaches the vehicle.

Many of the Bolt EV's driver-focused technologies are supported by OnStar 4G LTE, which turns the Bolt EV into a Wi-Fi hotspot, giving owners easier access to apps and services via a high-speed wireless connection.

Other connectivity and infotainment features include:

- **10.2" MyLink color touch-screen display**
 - Customizable, widget-based "flip-board style" operation
- **Rear Camera Mirror**
 - Rear-facing camera provides a wide-angle view of the environment behind the vehicle.
- **Surround Vision**
 - Provides a bird's-eye view of what's around the Bolt EV for improved safety during low-speed driving and when parking.
- **All-New MyChevrolet Mobile App:** Combines important owner and vehicle information and functions, such as:
 - Vehicle charge status
 - OnStar Map service

- Remote start
- Cabin pre-conditioning
- Owner's manual information
- Dealer service scheduling
- **EV Navigation Mapping**
 - EV-specific navigation capability that designs routes to maximize range and provide locations of nearby charging station locations if needed.
- **Gamification**
 - In the future, Bolt EV owners will be able to "compete" by comparing driving styles to determine who is driving most efficiently.

The Bolt EV will be built at GM's Orion (Mich.) Assembly facility, near Detroit.

Founded in 1911 in Detroit, **Chevrolet** is now one of the world's largest car brands, doing business in more than 115 countries and selling around 4.8 million cars and trucks a year. Chevrolet provides customers with fuel-efficient vehicles that feature engaging performance, design that makes the heart beat, passive and active safety features and easy-to-use technology, all at a value. More information on Chevrolet models can be found at www.chevrolet.com.

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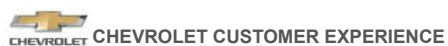
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EXHIBIT 9

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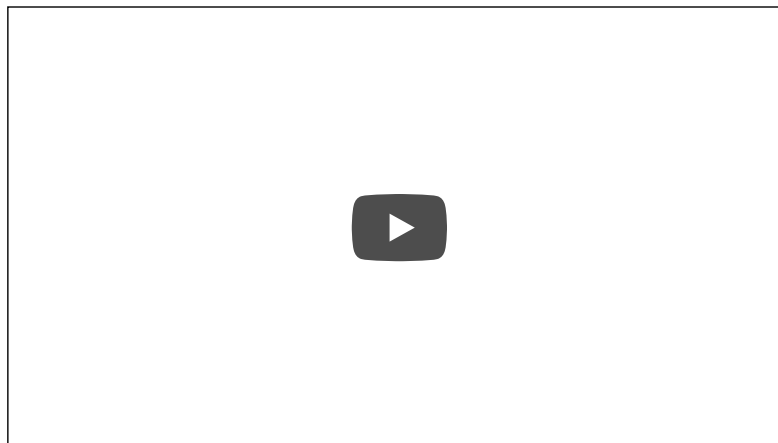
Chevrolet Delivers First Bolt EVs to Customers

2016-12-13

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FREMONT, Calif. — In the San Francisco Bay area today, Chevrolet delivered the first three Bolt EVs to customers, fulfilling the brand's promise to offer a long-range electric vehicle at an affordable price.

"All of the hard work that the Chevrolet team have put into designing, engineering and building the Bolt EV brings us to this truly satisfying moment of making the first deliveries to customers on-time, as planned," said Alan Batey, president of GM North America and Global Chevrolet brand chief. "Chevrolet is proud to offer a vehicle like the Bolt EV, with ground-breaking technology wrapped in a modern design that is also fun-to-drive at an affordable price."



The first three customers to receive the highly anticipated Bolt EV are excited to take delivery and include:

- William "Bill" Mattos, a retired law enforcement officer from Fremont, California, whose new Bolt EV becomes his third Chevrolet electric, after previously owning a Spark EV and second-generation Volt
- Bobby Edmonds, a software developer with a family of four from Castro Valley, California, who replaces a BMW i3 with the Bolt EV
- Steve Henry, a commercial real estate broker with a family of five from Portola Valley, California, whose new Bolt EV replaces a Toyota Prius

"The range and technology attracted me to the Bolt EV," says Bobby Edmonds. "It's also a great-looking, roomy vehicle and I love the fact it's from an American brand. I look forward to the longer drives I can make compared to the i3 that I owned."

Named the Motor Trend 2017 Car of the Year[®], the Bolt EV offers an EPA-estimated 238 miles of range on a full charge, enabling owners to go beyond average daily driving needs with range to spare.

The Bolt EV begins at a manufacturer's suggested retail price of \$37,495, which includes destination and freight charges, but excludes tax, title, license and dealer fees. Depending on individual tax situations, customers may receive an available federal tax credit of up to \$7,500.

Standard features include electronic precision shift, Regen on Demand™ steering wheel paddle and 10.2-inch-diagonal color touch screen. The top-trim Premier model adds leather-appointed seats, front and rear heated seats, surround camera, rear camera mirror and more.

Bolt EVs are currently in transit to California and Oregon markets and are arriving this month. A national rollout begins in 2017, and a number of Northeast and Mid-Atlantic States including New York, Massachusetts and Virginia will see first deliveries this winter. Bolt EVs will arrive to more dealerships in additional major metro markets throughout the first half of 2017. The Bolt EV will be available at Bolt EV-certified dealerships across the United States in mid-2017.

More information on the benefits of driving electric can be found at www.ChevyEVlife.com. More information about the Bolt EV can be found at www.chevrolet.com/bolt-ev.

ABOUT CHEVROLET

Founded in 1911 in Detroit, Chevrolet is now one of the world's largest car brands, doing business in more than 115 countries and selling more than 4.0 million cars and trucks a year. Chevrolet provides customers with fuel-efficient vehicles that feature engaging performance, design that makes the heart beat, passive and active safety features and easy-to-use technology, all at a value. More information on Chevrolet models can be found at www.chevrolet.com.

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Customers Bobby Edmonds (l to r) of Castro Valley, CA, William "Bill" Mattos of Fremont, CA, and Steve Henry of Portola Valley, CA take delivery of the first three 2017 Chevrolet Bolt EVs Tuesday, December 13, 2016 at Fremont Chevrolet in Fremont, CA. The all-electric Bolt EV offers an EPA-estimated 238 miles of range on a full charge. (Photo by Martin Klimek for Chevrolet)

Photos





Video



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EXHIBIT 10


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BOLT EV RECALL

 Search



As you may be aware, the National Highway Traffic Safety Administration (NHTSA) launched an investigation into a few reports the agency received from Chevrolet Bolt EV owners about potential fires. GM had already been investigating these reports prior to that announcement, in cooperation with NHTSA.

[Skip to Content](#)

We wanted you to hear directly from Chevrolet about your vehicle and what you can expect from us. General Motors and Chevrolet have decided to voluntarily recall select 2017-2019 model-year Chevrolet Bolt EVs with high voltage batteries produced at LG Chem's Ochang, Korea facility that may pose a risk of fire when charged to full, or very close to full, capacity.

The safety of our products is the highest priority for the entire GM and Chevrolet team. We are working around the clock on our continued investigation.

We will be providing our dealers with a software update beginning November 17, 2020 that will limit the charge for all the vehicles in this population to 90% while we continue to investigate the cause of these incidents. In the meantime, we know that the safety of our owners and their families is paramount, which is why we're asking owners to take the following steps now that will limit the charge capacity to 90% and reduce the risk of fire.

If you have a 2017 or 2018 model-year Bolt EV:

- Change the vehicle charge settings to use the Hill Top Reserve option

If you have a 2019 model-year Bolt EV:

- Change the vehicle charge settings to enable Target Charge Level at 90%

For instructions on how to activate these settings, please watch the video above.

If you are unable to successfully make these changes, or do not feel comfortable making these changes, we ask you to not park your car in your garage or carport until after you have visited your dealer.

We recommend scheduling a service appointment with your dealership beginning November 17th to update the vehicle's battery software to automatically limit the maximum state of charge to 90 percent. Our engineers are working around the clock to identify a permanent fix and we intend to deploy a final remedy to remove the 90% limitation as quickly as possible after the first of the year, 2021.

FOR MORE INFORMATION:

Contact our dedicated customer support team, Chevrolet EV Concierge 1-833-EVCHEVY available Monday through Friday from 8:00am – 7:00pm EST





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Frequently Asked Questions

What is causing this issue?	▼
Why aren't some 2019 and all 2020 BOLT EVs involved in this recall? Is there a different battery?	▼
Where should customers go to get more information on the recall?	▼

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EXHIBIT A

2017 Chevrolet Bolt

November 25, 2020 NHTSA ID NUMBER: 11376229



Components: ELECTRICAL SYSTEM, FUEL/PROPULSION SYSTEM, POWER TRAIN

NHTSA ID Number: 11376229

Incident Date November 24, 2020

Consumer Location LA QUINTA, CA

Vehicle Identification Number 1G1FW6S00H4****

Summary of Complaint

CRASH	No	TODAY I RECEIVED RECALL NOTIFICATION GM N202311730 ABOUT DEFECTIVE BATTERIES THAT CAN CAUSE A FIRE WHEN CHARGED TO 100%. GM'S SOLUTION IS TO CHANGE SOFTWARE TO LIMIT MY VEHICLE'S CHARGE TO 90%. THIS IS NOT A SOLUTION. IT IS A BAND AID. THE BATTERIES ARE DEFECTIVE AND SHOULD BE REPLACED. WHY SHOULD I SUFFER THE CONSEQUENCE OF THIS AND HAVE TO DEAL WITH REDUCED VEHICLE RANGE AND MORE FREQUENT CHARGING. IF THE BATTERIES ARE A FIRE HAZARD, THEY SHOULD BE REPLACED WITH SAFE BATTERIES AT NO-COST TO THE OWNER.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

☐ **Request Research** (Services fees apply)

November 24, 2020 NHTSA ID NUMBER: 11376136

**Components: ELECTRICAL SYSTEM, FUEL/PROPULSION SYSTEM****NHTSA ID Number:** 11376136**Incident Date** November 19, 2020**Consumer Location** MERIDEN, NH**Vehicle Identification Number** 1G1FW6S08H4******Summary of Complaint**

CRASH	No	GM RECALL DUE TO BATTERY FIRES AFFECTS THIS CAR. THE RECALL SOLUTION TO SIMPLY LIMIT MY DRIVING TO 90% OF THE RANGE IS ABHORRENT. MY CAR IS NOW LESS THAN 90% EFFECTIVE—THERE ARE DESTINATIONS I CAN NO LONGER REACH IN A SINGLE CHARGE, AND RECHARGING IS NOWHERE NEAR AS FAST OR UBIQUITOUS AS GAS. GM NEEDS A SOLUTION THAT RESTORES THE FULL DISTANCE ABILITY OF THIS CAR, OTHERWISE IT'S OUTRIGHT FRAUD.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product☐ **Request Research** (Services fees apply)

November 17, 2020 NHTSA ID NUMBER: 11374956



Components: ELECTRICAL SYSTEM, SEATS

NHTSA ID Number: 11374956

Incident Date July 25, 2020

Consumer Location Unknown

Vehicle Identification Number 1G1FW6S09H4****

Summary of Complaint

CRASH	No	2017 BOLT EV WAS PARKED NOSE INTO GARAGE PLUGGED INTO WALL CHARGER CHARGING UNATTENDED WITH MY PHONE SET TO ALERT ME WHEN ESTIMATED TO BE FULLY CHARGED. WHEN I CAME OUT OF THE HOUSE TO UNPLUG CHARGER THERE WAS FIRE VISIBLE UNDER BACK SEAT IN PASSENGER COMPARTMENT OF VEHICLE. CALLED 911 AND BY THE TIME POLICE AND FIRE RESPONDED WITHIN A FEW MINUTES ENTIRE BATTERY UNDER VEHICLE ENGULFED CAR IN FLAMES CAUSING GARAGE FIRE WHICH DESTROYED GARAGE AND ALL IT CONTENTS.JUST LEARNED FROM CARFAX THAT GM ISSUED RECALL NOVEMBER 15 FOR POTENTIAL BATTERY FIRES WHEN AT OR NEAR FULL CHARGE.
FIRE	Yes	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

☐ Request Research (Services fees apply)

November 16, 2020 NHTSA ID NUMBER: 11374825



Components: ELECTRICAL SYSTEM, FUEL/PROPULSION SYSTEM

NHTSA ID Number: 11374825

Incident Date February 18, 2020

Consumer Location CHELMSFORD, MA

Vehicle Identification Number 1G1FX6S01H4****

Summary of Complaint

CRASH	No	HELLO MY VEHICLE HAD TO BE TOWED TWICE WHILE DC FAST CHARGING FROM AN ELECTRIFY AMERICA CHARGING STATION.
FIRE	No	
INJURIES	0	THE FIRST TIME THE SHIFTING HANDLE WAS REPLACED AND THE SECOND TIME SOFTWARE WAS REINSTALLED. HOWEVER I BELIEVE THE COULD BE AN ISSUE IN THE BATTERIES THAT THE DEALERSHIP TEST EQUIPMENT IS NOT DETECTING. THE ELECTRIFY AMERICA CHARGING STATION WOULD DISPLAY A ?ISOLATION TEST FAILURE? MESSAGE.
DEATHS	0	

1 Affected Product ▾

☐ **Request Research** (Services fees apply)

October 21, 2020 NHTSA ID NUMBER: 11365622

**Components: ELECTRICAL SYSTEM****NHTSA ID Number:** 11365622**Incident Date** July 30, 2020**Consumer Location** TEMECULA, CA**Vehicle Identification Number** 1G1FX6S07H4******Summary of Complaint**

CRASH	No	I BROUGHT THE CAR TO THE DEALER ON 2 SEPARATE OCCASIONS WITH CONCERNS OF A FAULTY BATTERY. THE BATTERY SUDDENLY STOPPED CHARGING FULLY. HOWEVER, I WAS TOLD BY THE DEALER TWICE THAT THE BATTERY WAS FUNCTIONING PROPERLY AND THERE WAS NOTHING THEY COULD DO. I OPENED A CLAIM WITH GM REGARDING THIS INCIDENT, ASKING THEM TO REPLACE THE BATTERY, SINCE IT WAS STILL UNDER WARRANTY, AND THERE WAS CLEARLY AN ISSUE. AFTER MONTHS OF BACK-AND-FORTH, GM CLOSED MY CASE STATING IT WAS NORMAL DEPRECIATION OF THE BATTERY. ONE WEEK AFTER THEY CLOSED MY CASE, THE BATTERY SPONTANEOUSLY CAUGHT FIRE WHILE CHARGING IN MY GARAGE OVERNIGHT. IT TOTALED 2 VEHICLES, CHARRED EVERYTHING IN MY GARAGE, AND CAUSED SUCH SEVERE SMOKE DAMAGE THAT ALMOST EVERYTHING IN MY HOME WAS A TOTAL LOSS. THE FIRE DEPARTMENT DETERMINED THE FIRE ORIGINATED FROM THE TRUNK AREA, WHERE THE BATTERY IS. MY FAMILY IS DISPLACED WHILE REPAIRS ARE BEING DONE TO MY HOME, AT A TUNE OF APPROXIMATELY \$200,000 AT THIS POINT. WE LOST APPROXIMATELY \$105,000 IN CONTENTS, AS WELL AS THE 2 TOTALED VEHICLES (\$75,000).
FIRE	Yes	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾**Request Research** (Services fees apply)

May 4, 2020 NHTSA ID NUMBER: 11323312



Components: ELECTRICAL SYSTEM

NHTSA ID Number: 11323312

Incident Date April 28, 2020

Consumer Location HASBROUCK HEIGHTS, NJ

Vehicle Identification Number 1G1FX6S05H4****

Summary of Complaint

CRASH	No	MAIN FUZE BLEW. THIS IS THE SECOND TIME IT HAS HAPPENED. DEALER DID NOT LOOK FOR THE CAUSE LAST YEAR, JUST REPLACED THE FUSE. THIS TIME THEY SAY THEY WANT TO FIND OUT WHAT CAUSED IT TO TRIP AGAIN. USING THE PORTABLE CHARGING CORD THAT CAME WITH THE CAR @ 8 AMPS. PLUGGED INTO A STANDARD 110 OUTLET. THIS IS THE MAIN BREAKER IN THE VEHICLE. THE CAR HAD NOT BEEN PLUGGED IN FOR A WEEK AND WAS AT 90% + CHARGE WHEN THE MAIN BREAKER IN THE CAR BLEW WHILE I WAS DOING ABOUT 25 MPH.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

☐ Request Research (Services fees apply)

August 11, 2019 NHTSA ID NUMBER: 11243074



**Components: ELECTRICAL SYSTEM, ENGINE,
FUEL/PROPULSION SYSTEM**

NHTSA ID Number: 11243074

Incident Date August 8, 2019

Consumer Location RANCHO PALOS VERDES, CA

Vehicle Identification Number 1G1FX6S03H4****

Summary of Complaint

CRASH	No	MY 2017 CHEVY BOLT LOST PROPULSION WHILE IN MOTION
FIRE	No	ON CITY STREETS IN LOS ANGELES IN TRAFFIC WITHOUT
INJURIES	0	WARNING FROM EITHER ON STAR OR THE VEHICLE. THE
DEATHS	0	BATTERY INDICATED APPROXIMATELY AN 60% CHARGE.
		THE VEHICLE IS NOW AT EL CAMINO CHEVROLET IN
		MONTEREY PARK, CA., WAITING ON SERVICE.

1 Affected Product ▾

☐ **Request Research** (Services fees apply)

April 30, 2019 NHTSA ID NUMBER: 11204814

**Components: FUEL/PROPULSION SYSTEM****NHTSA ID Number:** 11204814**Incident Date** March 2, 2019**Consumer Location** Unknown**Vehicle Identification Number** 1G1FW6S01H4******Summary of Complaint**

CRASH	No	ON THE NIGHT OF MARCH 2, 2019 I WAS DRIVING AT ABOUT 50 MPH ON A STATE HIGHWAY WHEN I SUDDENLY, WITHOUT WARNING, LOST PROPULSION. A NOTE CAME ON ON THE DASH INDICATING THAT I NEEDED TO PULL OVER AND PUT THE CAR INTO PARK. HAPPILY THERE WAS NO TRAFFIC SO THAT I WAS ABLE TO DO SO WITHOUT AN ACCIDENT. I WAS UNABLE TO RESTART THE CAR AND PUT IT INTO DRIVE AFTER THAT, SO I CALLED A TOW TRUCK. IT WAS VERY COLD WAITING FOR THE TOW TRUCK AS THE CAR HAD NO HEAT. THE CAR REPORTED APPROXIMATELY 50% BATTERY CAPACITY THE ENTIRE TIME. A SUDDEN UNEXPECTED LOSS OF PROPULSION IS A DANGEROUS EVENT. THE CAR HAD ONLY 11,000 MILES ON IT. AFTER SITTING FOR SOME TIME, THE CAR HAS 'FIXED' ITSELF. HOWEVER, THIS WILL PROBABLY HAPPEN AGAIN. I HAVE BROUGHT IT TO A CERTIFIED CHEVROLET SERVICE CENTER AND CALLED CHEVROLET TO REPORT THE ISSUE. BECAUSE THE PROBLEM IS INTERMITTENT, THEY ARE UNABLE TO DIAGNOSE THE PROBLEM.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾☐ **Request Research** (Services fees apply)

April 28, 2019 NHTSA ID NUMBER: 11204280

**Components: ELECTRICAL SYSTEM****NHTSA ID Number:** 11204280**Incident Date** April 9, 2019**Consumer Location** CUPERTINO, CA**Vehicle Identification Number** 1G1FX6S09H4******Summary of Complaint**

CRASH	No	<p>THE BATTERY FOR 2017 CHEVY BOLT HAS PROBLEM AND MY CAR STOPPED IN THE MIDDLE OF THE ROAD. I WAS VERY LUCKY THAT I WAS IN THE CITY AND THIS HAPPENED AT A TRAFFIC LIGHT. THE BATTERY WAS SHOWING IT HAS 70 MILES LEFT, IT DROPPED TO 30 AND THEN ZERO RIGHT AWAY AND I COULD NOT MOVE THE CAR AND HAD TO TOW THE CAR TO DEALERSHIP. I HAVE ONLY 17,000 MILES ON THE CAR. I TOOK THE CAR TO DEALERSHIP, AT FIRST THEY TOLD ME THAT THERE IS A RECALL ON BATTERY THAT WAS ISSUED APRIL 1ST AND I SHOULD BE GETTING A LETTER IN THE MAIL, LATER CHEVY CUSTOMER SERVICE AND DEALERSHIP CHANGED THEIR STORY AND NOW THEY ARE TELLING ME THERE IS NO RECALL AND IT IS ONLY FOR CUSTOMER SATISFACTION THAT THEY NEED TO REPLACE THE BATTERY! I DO NOT WANT TO IMAGINE IF THE CAR WOULD HAVE STOPPED IN THE MIDDLE OF THE HIGHWAY. IF YOU OWN A CHEVY BOLT BE VERY CAREFUL AND I WOULD NOT TRUST THE SAFETY OF THE VEHICLE AS CHEVY IS NOT EVEN ISSUING A RECALL TO FIX THIS PROBLEM.</p>
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾☐ **Request Research** (Services fees apply)

January 7, 2019 NHTSA ID NUMBER: 11165022

**Components: ELECTRICAL SYSTEM****NHTSA ID Number:** 11165022**Incident Date** December 13, 2018**Consumer Location** WOODLAND HILLS, CA**Vehicle Identification Number** 1G1FX6S05H4******Summary of Complaint**

CRASH	No	CHEVROLET BOLT 2017 WITH ABOUT 55% OF BATTERY CHARGE BRIEFLY DISPLAYED A MESSAGE PROPULSION MAY BE REDUCED AND A FEW MINUTES LATER IT STOPPED IN THE MIDDLE OF THE FREEWAY AND HAD TO BE TOWED AWAY. THE BATTERY INDICATOR SWITCHED MOMENTARILY FROM 125 MILES TO 40 MILES AND THEN IMMEDIATELY TO 10 MILES AND THE CAR COULD NOT BE SHIFTED TO DRIVE, DISPLAYING MESSAGE CONDITION NOT CORRECT TO SHIFT. BEWARE, AS GLITCH LIKE THAT WITH BOLT CAN REALLY ENDANGER YOUR LIFE, AS IT ENDANGERED MINE. I WAS FORTUNATE TO BE ALONE IN THE CAR WITHOUT MY FAMILY, STUCK ON THE FREEWAY AFTER DARK AS CARS AROUND WERE GOING FULL SPEED. THE DEALERSHIP REPLACED THE BATTERY, BUT AFTER THE REPLACEMENT THE CAPACITY AT FULL CHARGE SHOWS ONLY 154 MILES IN LIEU OF OVER 220 MILES BOLT SUPPOSED TO HAVE.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾
☐ **Request Research** (Services fees apply)

October 21, 2018 NHTSA ID NUMBER: 11141635



Components: ENGINE, POWER TRAIN

NHTSA ID Number: 11141635

Incident Date October 20, 2018

Consumer Location CORAL GABLES, FL

Vehicle Identification Number 1G1FX6S04H4****

Summary of Complaint

CRASH	No	I EXPERIENCED A FAILURE OF THE 12-VOLT BATTERY. WHEN THIS HAPPENS, THE VEHICLE LOSES POWER, STALLS, AND THEN IT LOOSES ALL FUNCTIONS - CANNOT BE EVEN SHIFTED INTO NEUTRAL TO MOVE IT, CANNOT OPEN REAR DOORS. WE COULDN'T EVEN GET IN ON A TOW TRUCK.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

☐ **Request Research** (Services fees apply)

September 6, 2018 NHTSA ID NUMBER: 11127952



**Components: ELECTRICAL SYSTEM, ENGINE,
FUEL/PROPULSION SYSTEM**

NHTSA ID Number: 11127952

Incident Date September 2, 2018

Consumer Location LOS ANGELES, CA

Vehicle Identification Number 1G1FX6S03H4****

Summary of Complaint

CRASH	No	DRIVING AT 65 MPH WITH 100+ MILE RANGE, CAR HAD A
		SUDDEN AND COMPLETE LACK OF PROPULSION.
FIRE	No	ELECTRONICS IN THE CAR CONTINUED TO WORK, BUT
INJURIES	0	ABSOLUTELY NO PROPULSION. COULD SHIFT CAR TO
DEATHS	0	NEUTRAL. CAR EVENTUALLY TOWED TO DEALER.

1 Affected Product ▾

☐ **Request Research** (Services fees apply)

August 6, 2018 NHTSA ID NUMBER: 11115887



Components: ENGINE, FUEL/PROPULSION SYSTEM

NHTSA ID Number: 11115887

Incident Date August 3, 2018

Consumer Location ACTON, MA

Vehicle Identification Number 1G1FX6S04H4****

Summary of Complaint

CRASH	No	CAR SUDDENLY LOST POWER ON THE HIGHWAY. I HAD TO COAST TO A STOP.
FIRE	No	
INJURIES	0	THE HIGH-VOLTAGE BATTERY WHICH HAD BEEN 3/4 FULL WENT DOWN TO ZERO.
DEATHS	0	

AFTER THE INCIDENT, THE CAR COULD NO LONGER BE DRIVE.

I'D ALREADY HAD GM'S RECALL INSTALLED N172127150

1 Affected Product ▾

☐ **Request Research** (Services fees apply)

August 1, 2018 NHTSA ID NUMBER: 11115206

**Components: FUEL/PROPULSION SYSTEM****NHTSA ID Number:** 11115206**Incident Date** July 27, 2018**Consumer Location** SARGENTVILLE, ME**Vehicle Identification Number** 1G1FX6S03H4******Summary of Complaint**

CRASH	No	BOLT EV CHIMED, ICON APPEARED AND THE TRAVEL MILEAGE FROM THE EVENINGS CHARGE DROPPED FROM ABOUT 240 MI TO LO AND I HAD TO PULL OVER AND PARK. MESSAGE ON DISPLAY WAS PROPULSION POWER IS REDUCED. I THEN HAD TO BE TOWED TO CHEVY DEALER TO HAVE THE RECALL #18097 REPROGRAMMED. PROBLEM REOCCURRED 3 DAYS LATER. HAD TO BE TOWED AGAIN. CAR IS UNSAFE. I LIVE IN VERY RURAL AREA...WAS LUCKY IT WAS DAYLIGHT.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾☐ **Request Research** (Services fees apply)

July 27, 2018 NHTSA ID NUMBER: 11114062



Components: ELECTRICAL SYSTEM, FUEL/PROPULSION SYSTEM, POWER TRAIN

NHTSA ID Number: 11114062

Incident Date July 26, 2018

Consumer Location PLAINFIELD, NJ

Vehicle Identification Number 1G1FX6S07H4****

Summary of Complaint

CRASH	No	ON 2018-07-26 AT APPROXIMATELY 2325H, VEHICLE WAS BEING DRIVEN AT ~70MPH NORTHBOUND ON I-95, THE MAINE TURNPIKE. LOCATION WAS APPROXIMATELY 1/2 MILE NORTH OF EXIT-32 (BIDDEFORD, ME). ROAD CONDITIONS WERE GOOD, TEMPERATURES IN THE MID-70F, HUMID. THE OWNER'S WIFE WAS DRIVING, WITH HER HUSBAND IN THE PASSENGER SEAT.
FIRE	No	
INJURIES	0	
DEATHS	0	

AT THE TIME LISTED, THE VEHICLE SOUNDED A WARNING CHIME, AND RAPIDLY LOST POWER FROM HIGHWAY SPEEDS (70 MI/HR). VEHICLE, WITH THE EXCEPTION OF SPEED, WAS IN CONTROL WITH BRAKES AND STEERING, EMERGENCY FLASHERS, AND LIGHTS OPERATING.

VEHICLE DRIVER INFORMATION PANEL GAVE ERRATIC AND UNRELIABLE READINGS. ALTERNATELY, THE DISPLAY SHOWED:

* WARNING ICON ON RIGHT HAND SIDE

* MESSAGE "SHIFT INTO PARK"

* RANGE DROPPED FROM ~75 MILES TO ZERO

* BATTERY GAUGE WOULD INDICATE 5% BATTERY WITH A RANGE OF 70+ MILES

* REGENERATIVE BATTERY ICON SHOWED A REGEN BRAKING LIMIT OF <30KW (INDICATING BATTERY FULL??) (PAGE 116 CHEVROLET BOLT USER MANUAL)

AFTER STOPPING VEHICLE WAS UNRESPONSIVE TO MOST CONTROLS.

* INTERMITTENT INABILITY TO SHIFT OUT OF PARK

* WARNINGS TO GO INTO LOW-POWER MODE

* WARNING THE "BATTERY SAVER ACTIVE"

* WARNING FOR "HIGH VOLTAGE CHARGING SYSTEM"

1 Affected Product -



Request Research (Services fees apply)

July 23, 2018 NHTSA ID NUMBER: 11113064



**Components: ELECTRICAL SYSTEM, ENGINE,
FUEL/PROPULSION SYSTEM**

NHTSA ID Number: 11113064

Incident Date July 20, 2018

Consumer Location MOUNTAIN VIEW, CA

Vehicle Identification Number 1G1FX6S04H4****

Summary of Complaint

CRASH	No	THE BOLT STOPPED PROVIDING POWER WHEN I WAS DRIVING DOWN A 4 LANE FREEWAY. IT HAS ALREADY FAILED 3 TIMES IN THE PAST, THIS IS THE 4TH TIME.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product -

☐

Request Research (Services fees apply)

May 4, 2018 NHTSA ID NUMBER: 11091674

**Components: ELECTRICAL SYSTEM****NHTSA ID Number:** 11091674**Incident Date** April 26, 2018**Consumer Location** BURLINGAME, CA**Vehicle Identification Number** 1G1FW6S06H4******Summary of Complaint**

CRASH	No	DESPITE HAVING A FULLY CHARGED BATTERY, WHEN WE PARKED OUR VEHICLE, IT WOULD NOT START. THE ENTIRE ELECTRICAL SYSTEM WAS DOWN. WE JUMPED THE STARTER BATTERY AND THAT PROVIDED ENOUGH POWER TO ALLOW US TO SHIFT INTO NEUTRAL SO THAT WE COULD HAVE THE CAR TOWED. AFTER A WEEK, AND MULTIPLE CALLS TO THE ENGINEERS IN DETROIT, THE DEALER HAS STILL NOT BEEN ABLE TO DETERMINE THE PROBLEM. MY CONCERN IS THAT THEY ARE ATTEMPTING TO REPAIR AN ISSUE WITHOUT HAVING A FULL UNDERSTANDING OF THE PROBLEM. IF THIS ISSUE WERE TO RE-OCCUR WHILE DRIVING AT HIGH SPEED, THE CONSEQUENCES COULD BE CATASTROPHIC, AS THE CAR WOULD IMMEDIATELY COME TO A STOP AND ALL CONTROL MIGHT BE LOST. I DON'T GET THE SENSE THAT GM IS TAKING THIS ISSUE SERIOUSLY ENOUGH. THEY SEEM TO BE TREATING THIS LIKE A TECH COMPANY DEALS WITH SOFTWARE ISSUES. THEY ARE SIMPLY WAITING FOR THE PROBLEMS TO OCCUR AND THEN HAVING THEIR ENGINEERS RUN DIAGNOSTICS. UNFORTUNATELY, GIVEN THE SEVERITY OF THE ISSUE, THEY MAY BE PUTTING LIVES AT STAKE WHILE THEY "DE-BUG" THEIR DESIGN. THIS IS NOT A COMPUTER APP. IT IS A VEHICLE CARRYING HUMANS AT HIGH SPEED. GM NEEDS TO BE MORE PROACTIVE AND TAKE THESE CARS OFF THE ROAD UNTIL THEY FULLY UNDERSTAND THE ISSUE AND HAVE A PERMANENT RESOLUTION.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾☐ **Request Research** (Services fees apply)

April 9, 2018 NHTSA ID NUMBER: 11084053



Components: ELECTRICAL SYSTEM

NHTSA ID Number: 11084053

Incident Date March 21, 2018

Consumer Location PASADENA, CA

Vehicle Identification Number 1G1FW6S09H4****

Summary of Complaint

CRASH	No	I RECEIVED A "CUSTOMER SATISFACTION" CALL FROM CHEVROLET TELLING ME THAT MY CAR MAY EXPERIENCE "LOSS OF PROPULSION" AND STOP SUDDENLY WITHOUT WARNING DUE TO LOW CHARGE DESPITE THE BATTERY INDICATOR SHOWING CHARGE. THIS PROBLEM HAS BEEN ONGOING FOR 8 MONTHS AND IS AN EXTREME SAFETY HAZARD THAT SHOULD BE CATEGORIZED AS SUCH AND LISTED ON THE NHTSA WEBSITE. CONSUMERS SHOULD KNOW ABOUT THIS SAFETY ISSUE BEFORE PURCHASING THE VEHICLE, BUT NOW CAN ONLY FIND OUT IF THEY BUY THE CAR AND HAVE A VIN. I HAVE BEEN CONSTANTLY CHARGING THE VEHICLE TO AVOID THE PROBLEM BUT AM TERRIFIED TO DRIVE THE CAR. PLEASE CONDUCT AN INVESTIGATION TO ENSURE CHEVY FIXES THE PROBLEM AND CONSUMERS CAN BE INFORMED.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

☐ **Request Research** (Services fees apply)

February 9, 2018 NHTSA ID NUMBER: 11071886

**Components: FUEL/PROPULSION SYSTEM**

NHTSA ID Number: 11071886

Incident Date February 8, 2018

Consumer Location SANTA MONICA, CA

Vehicle Identification Number 1G1FX6S06H4****

Summary of Complaint

CRASH	No	THIS VEHICLE HAS ABRUPTLY GONE TO ZERO RANGE AND ENTERED A REDUCED POWER MODE EVEN THOUGH THE BATTERY SHOWED SUFFICIENT RANGE SECONDS EARLIER. AFTER STOPPING, GETTING OUT AND KEYING UP AGAIN, THE CAR STAYED AT ZERO RANGE AND DISPLAYED A CHARGE NOW MESSAGE.
FIRE	No	
INJURIES	0	
DEATHS	0	

THE FIRST INCIDENT HAPPENED ON JANUARY 11, 2018. IN THAT CASE THE RANGE METER SHOWED ABOUT 30 MILES REMAINING. AS I UNDERSTAND IT, THERE ARE TWO PRELIMINARY WARNINGS BEFORE THE THIRD MORE INSISTENT ONE. THE CAR WAS DRIVEN BY ANOTHER COLLEAGUE WHO HADN'T DRIVEN IT BEFORE, AND HE WASN'T SURE IF HE MISSED THE FIRST TWO WARNINGS OR NOT. HE WAS TRAVELING AT 70 MPH ON THE FREEWAY AT THE TIME THE VEHICLE "STALLED" FOR LACK OF A BETTER WORD. THE RANGE WENT TO NOTHING, THE VEHICLE DROPPED IN SPEED SIGNIFICANTLY (NOT A PURE STALL) AND HE HAD TO MOVE THROUGH LANES TO THE SIDE OF THE ROAD AMID FASTER TRAFFIC. BECAUSE OF THE UNCERTAINTY ABOUT WARNINGS HE MAY HAVE MISSED (I DON'T THINK THEY'RE SUBTLE ENOUGH TO MISS, SO IT IS MY VIEW THEY NEVER HAPPENED) WE TALKED OURSELVES OUT OF A DEALER VISIT. WE TOWED IT TO A NEARBY LEVEL 3 FAST CHARGER INSTEAD, AFTER WHICH IT PERFORMED NORMALLY.

SUBSEQUENT ONSTAR E-MAIL HEALTH REPORTS HAVE DESCRIBED THE BATTERY AS IN GOOD CONDITION. THE MOST RECENT OF THESE WAS FEBRUARY 7TH, WHICH IS INTERESTING BECAUSE ...

THEN, ON FEBRUARY 8, 2018, IT HAPPENED AGAIN. THIS TIME THE VEHICLE WENT FROM 60 MILES TO NOTHING. SAME ISSUE: DRASTICALLY REDUCED POWER WITH NO ADVANCED WARNING, MANEUVERING THROUGH FASTER TRAFFIC TO A FREEWAY EXIT RAMP. THE CAR CAME TO A HALT ON THE LONG EXIT RAMP. IT WAS TOWED TO A DEALER, WHERE IT NOW SITS.

I HAVE NEVER RECEIVED A SERVICE BULLETIN OR RECALL NOTICE FOR ANYTHING, AND AS FAR AS I KNOW THE CAR IS UP TO DATE IN THIS REGARD.

THERE MAY BE TWO PROBLEMS: 1) THE BATTERY HAS A DEFECT AND 2) ON STAR HEALTH BATTERY CHECKS REPORTS ARE MEANINGLESS.

1 Affected Product -

☐

Request Research (Services fees apply)

January 29, 2018 NHTSA ID NUMBER: 11065760

**Components: POWER TRAIN**

NHTSA ID Number: 11065760

Incident Date January 17, 2018

Consumer Location OREGON CITY, OR

Vehicle Identification Number 1G1FX6S04H4****

Summary of Complaint

CRASH	No	STOPPED AT STORE1/24/2018
FIRE	No	WHEN TRIED TO RESTART, RECEIVED TRANSMISSION
INJURIES	0	WARNING SERVICE SIGN, UNABLE TO MOVE
DEATHS	0	ATTEMPTED 3 MORE TIMES OVER 2 HOURS.

FINALLY IT RAN, BUT SERVICE TRANSMISSION LIGHT STAYED ON.

TOOK TO DEALER. TOLD IT WAS A COMPUTER UPDATE THAT WAS NEEDED, IT HASN'T HAPPENED SINCE.

REVIEWING CHEVY BOLT FORUM, APPARENTLY I AM NOT FIRST OWNER SERVICE TRANSMISSION WARNING HAS COME ON WITH CAR DISABLED

IT WAS STATIONARY WHEN SERVICE LIGHT FIRST CAME ON. HAD DRIVEN A MILE AFTER WORK DAY. HAD WELL OVER 50 PERCENT BATTERY CHARGE LEFT

I WAS NOT GIVEN MUCH INFO FROM DEALER, JUST IT HAD BEEN RESOLVED

BELOW IS WHAT IS ON MYCHEVY.COM SITE ABOUT ISSUE REPAIR FROM DEALER

PRINT

SOURCE DEALER

ODOMETER READING 1,755

SERVICE LOCATION

SERVICE INFORMATION

SERVICE #: 055209

SERVICE PERFORMED:

ENGINE ELECT CONCERN

NOTE

TOLD NEEDED UPDATE ON COMPUTER, TRANSMISSION DIDNT WORK

1 Affected Product -



Request Research (Services fees apply)

January 12, 2018 NHTSA ID NUMBER: 11062432

**Components: ELECTRICAL SYSTEM****NHTSA ID Number:** 11062432**Incident Date** January 4, 2018**Consumer Location** SAN JOSE, CA**Vehicle Identification Number** 1G1FX6S00H4******Summary of Complaint**

CRASH	No	TL* THE CONTACT OWNS A 2017 CHEVROLET BOLT EV. WHILE DRIVING APPROXIMATELY 35 MPH, THE VEHICLE SHUT DOWN IN THE MIDDLE OF THE ROAD. THE "PROPULSION" WARNING INDICATOR ILLUMINATED. THE VEHICLE WAS TOWED TO CAPITOL CHEVROLET (905 CAPITOL EXPRESSWAY AUTO MALL, SAN JOSE, CA 95136) WHERE IT WAS DIAGNOSED THAT THE BATTERY NEEDED TO BE REPLACED. THE BATTERY WAS REPLACED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND REFERRED THE CONTACT BACK TO THE DEALER. THE FAILURE MILEAGE WAS 4,193.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾☐ **Request Research** (Services fees apply)

January 2, 2018 NHTSA ID NUMBER: 11058138

**Components: VEHICLE SPEED CONTROL**

NHTSA ID Number: 11058138

Incident Date December 30, 2017

Consumer Location ITHACA, NY

Vehicle Identification Number 1G1FW6S05H4****

Summary of Complaint

CRASH	No	DRIVING HOME IN MY 2017 CHEVROLET BOLT EV, WHEN I WAS ABOUT 3 MILES FROM HOME AND THE CHARGE/RANGE DISPLAY SHOWED A "MINIMUM" 15 MILE RANGE REMAINING (SEE DASHBOARD PHOTO), THE MESSAGE "CHARGE VEHICLE SOON" DISPLAYED AND THE BOLT ABRUPTLY CAME TO A COMPLETE STOP. THIS OCCURRED WHILE DRIVING UP A STEEP, SNOW-COVERED STRETCH OF ROAD, AND LEFT MY VEHICLE STATIONARY IN THE MIDDLE OF ITS LANE, AN INCREDIBLY UNSAFE SITUATION.
FIRE	No	
INJURIES	0	
DEATHS	0	

AFTER SOME EXPERIMENTING, I DISCOVERED THAT SIMPLY DISMISSING THE "CHARGE VEHICLE SOON" MESSAGE USING THE "CHECKMARK" BUTTON ON THE STEERING WHEEL RESTORED VEHICLE POWER AND ALLOWED ME TO DRIVE THE REST OF THE WAY HOME.

SO APPARENTLY WHAT HAPPENED IS THAT WHEN THE CAR REACHED ABOUT 8% BATTERY POWER (15 MILES REMAINING DIVIDED BY 185 AT A FULL CHARGE), IT AUTOMATICALLY DROPPED INTO SOME SORT OF LOW POWER MODE THAT LEFT IT UNABLE TO CLIMB A HILL. THANKFULLY IN THIS CASE, THE ROADS WERE ALMOST DESERTED AND NO ONE WAS HURT, BUT OBVIOUSLY THE POTENTIAL FOR AN ACCIDENT IS VERY HIGH WHEN A VEHICLE SUDDENLY STOPS IN THE MIDDLE OF A ROAD.

THIS VEHICLE BEHAVIOR IS NOT DESCRIBED IN THE OWNER'S MANUAL. ON PAGE 231, IT IS STATED THAT AT SOME POINT WHEN THE BATTERY'S CHARGE IS VERY LOW, A "PROPULSION POWER IS REDUCED" MESSAGE WILL DISPLAY AND THE "ACCELERATOR PEDAL RESPONSE IS REDUCED". HOWEVER, THE FOLLOWING SENTENCE READS, "IN ADDITION, THE REMAINING RANGE VALUE WILL CHANGE TO LOW INDICATING THE VEHICLE SHOULD BE CHARGED IMMEDIATELY." THAT NEVER HAPPENED IN MY CASE. THE "PROPULSION POWER IS REDUCED" MESSAGE NEVER DISPLAYED (THOUGH PROPULSION POWER CLEARLY WAS REDUCED), AND AS CAN BE CLEARLY SEEN IN THE POSTED PHOTO, THE MINIMUM RANGE DISPLAYED AS 15 MILES. THERE WAS NO CONCEIVABLE REASON FOR THE CAR TO SHUT DOWN WITH THAT MILEAGE REMAINING. I ASSUME THIS WAS THE RESULT OF DEFECTIVE VEHICLE SOFTWARE OR ELECTRONICS, AND IT IS A CLEAR SAFETY ISSUE.

1 Affected Product -**Request Research** (Services fees apply)

October 2, 2017 NHTSA ID NUMBER: 11031387



Components: FUEL/PROPULSION SYSTEM

NHTSA ID Number: 11031387

Incident Date September 16, 2017

Consumer Location NORTH HOLLYWOOD, CA

Vehicle Identification Number 1G1FW6S0XH4****

Summary of Complaint

CRASH	No	DRIVING ON THE FREEWAY (60-70MPH) WITH THE BATTERY AT OR SLIGHTLY ABOVE 50%, AN ALERT SOUNDED, AND THE
FIRE	No	BATTERY LEVEL IMMEDIATELY WENT DOWN TO NEARLY ZERO.
INJURIES	0	IT ESTIMATED 10 MILES LEFT, BUT SPEED IMMEDIATELY
DEATHS	0	DECREASED, AND THE ACCELERATOR STOPPED WORKING. AFTER RAPIDLY COASTING OVER TO THE SHOULDER, AND WITHIN SECONDS, THE CAR MADE A SERIES OF LOUD NOISES AND COMPLETELY STOPPED.

1 Affected Product -

☐ Request Research (Services fees apply)

2018 Chevrolet Bolt

July 8, 2019 NHTSA ID NUMBER: 11230072



Components: ELECTRICAL SYSTEM

NHTSA ID Number: 11230072

Incident Date March 17, 2019

Consumer Location BELMONT, MA

Vehicle Identification Number 1G1FW6S06J4****

Summary of Complaint

CRASH	No	ON MARCH 17, 2019 AT APPROXIMATELY 3:45P.M., WE PARKED THE BOLT IN THE DRIVEWAY OF OUR HOME. WE EXITED THE BOLT AND PLUGGED IT INTO OUR JUICEBOX (LEVEL 2) CHARGER AS USUAL. AT APPROXIMATELY 5:00 PM, WE WERE ALERTED THAT THE BOLT WAS ON FIRE. WE DISCOVERED SMOKE BILLOWING OUT OF THE REAR OF THE BOLT AND THE BOLT APPARENTLY COMBUSTING FROM WITHIN IN THE AREA OF THE BATTERY CELLS. THE FIRE DEPARTMENT WAS CONTACTED AND TOOK APPROXIMATELY 3 HOURS TO CONTROL THE FIRE AND SMOKE. THE FIRE DEPARTMENT EVACUATED US, OUR DOWNSTAIRS NEIGHBORS, AND BOTH UNITS OF THE HOME NEXT DOOR DURING THE FIRE. THE FUMES FROM THE BURNING MATERIALS WAS SO THICK AND NOXIOUS IT PERMEATED OUR HOME, REQUIRING PROFESSIONAL CLEANING. WE EXPERIENCED HEADACHES FOLLOWING CONTACT WITH THE SMOKE. THE BOLT IS A TOTAL LOSS. IT TOOK CHEVY A FEW DAYS TO RESPOND TO OUR CLAIM. EVENTUALLY CHEVY SENT TWO ENGINEERS FROM DETROIT TO OUR DRIVEWAY TO INSPECT THE JUICE BOX. CHEVY PURCHASED THE CAR FROM THE INSURANCE COMPANY.
FIRE	Yes	
INJURIES	0	
DEATHS	0	

1 Affected Product -

☐

Request Research (Services fees apply)

February 27, 2019 NHTSA ID NUMBER: 11182806



**Components: FUEL/PROPULSION SYSTEM, POWER TRAIN,
UNKNOWN OR OTHER**

NHTSA ID Number: 11182806

Incident Date January 27, 2019

Consumer Location FRONT ROYAL, VA

Vehicle Identification Number 1GFX6S08J41****

Summary of Complaint

CRASH	No	35% REDUCTION IN RANGE WITH NORMAL DRIVING
FIRE	No	CONDITIONS, ADDITIONAL 27% REDUCTION IN RANGE AFTER
INJURIES	0	COURTESY RECALL #18125 LOS OF PROPULSION HIGH
DEATHS	0	VOLTAGE BATTERY WITHOUT NOTIFICATION. GM
		ACKNOWLEDGES RANGE LOSS, THEY INFORMED ME THIS IS
		NORMAL, UNABLE TO USE VEHICLE FOR WORK COMMUTING

1 Affected Product -

☐

Request Research (Services fees apply)

2019 Chevrolet Bolt

October 30, 2020 NHTSA ID NUMBER: 11372429

**Components: ELECTRICAL SYSTEM**

NHTSA ID Number: 11372429

Incident Date October 21, 2020

Consumer Location MONROE, NJ

Vehicle Identification Number 1G1FZ6S04K4****

Summary of Complaint

CRASH	No	<p>IN THE EARLY MORNING HOURS OF OCTOBER 21ST, AROUND 3AM, WE WERE WOKEN UP BY SMOKE/FIRE ALARMS. WE STARTED RUNNING AROUND OUR HOME TO IDENTIFY THE CAUSE OF THE ALARM. AFTER ABOUT 5 MINUTES OF SEARCHING INSIDE THE HOME AND FINDING NOTHING, WE REALIZED THAT THERE WAS SOME SMELL OF SMOKE COMING FROM THE GARAGE AND WHEN THE MUDROOM DOOR WHICH LEADS TO THE GARAGE WAS OPENED, WE FOUND THAT THE CHEVY BOLT WAS ON FIRE AND THERE WAS LOT OF SMOKE IN THE GARAGE. THE CHEVY BOLT WAS PARKED/STATIONARY IN DOOR 3 SECTION OF THE GARAGE AND OUR OTHER CAR WAS PARKED IN DOOR 1 SECTION OF THE GARAGE. THE DOOR 2 SECTION OF THE GARAGE WAS EMPTY AT THE TIME OF THE INCIDENT. WITH CHEVY BOLT ON FIRE, WE SAW THAT THE DOOR 3 SECTION OF THE GARAGE WAS ENGULFED IN FLAMES AND FILLED WITH SMOKE. WE TRIED TO USE THE FIRE EXTINGUISHER TO PUT-OFF THE FIRE BUT COULD NOT CONTAIN THE SPREAD OF THE FIRE. THE CHEVY BOLT WAS KEPT FOR CHARGING OVERNIGHT , AS HAS BEEN THE GENERAL PRACTICE THAT WE HAVE BEEN FOLLOWING FOR AROUND 2 YEARS. WE CALLED 911 AS SOON AS WE SAW THE GARAGE IN FLAMES AND FIRE ENGINES ARRIVED WITHIN 15 MINUTES BUT THE FIRE HAD SPREAD WIDELY AND CAUSED RAMPANT DAMAGES TO THE ENTIRE GARAGE INCLUDING THE OTHER CAR, BEDROOM ON THE TOP OF THE GARAGE IN THE SECOND FLOOR AND THE BEDROOM ADJOINING THE GARAGE IN THE FIRST FLOOR. WHILE ALL THE OCCUPANTS OF THE HOME GOT OUT WITHIN AROUND 8 MINUTES OF HEARING THE FIRE ALARM, THE FIRE AND HEAT/SMOKE SPREAD QUICKLY TO WASHER/DRYER SECTION, EAT IN DINING, KITCHEN, FAMILY ROOM AND FORMAL DINING ROOM. THE OTHER SECTIONS OF THE HOME INCLUDING THE FOYER, OFFICE ROOM, SUN ROOM AND ALL OF THE BEDROOMS UPSTAIRS WERE QUICKLY FILLED BY SMOKE AND SOOT. THE HEAT INSIDE THE HOME WAS SO MUCH THAT ONE CAN LITERALLY SEE THE FRAMING STUDS. THE TOWNSHIP FIRE AND POLICE DEPARTMENT ARRIVED PROMPTLY ON THE SCENE AND HAVE BEEN DILIGENTLY FOLLOWING UP ON THE INVESTIGATION.</p>
FIRE	Yes	
INJURIES	0	
DEATHS	0	

1 Affected Product -☐

Request Research (Services fees apply)

October 16, 2020 NHTSA ID NUMBER: 11364692

**Components: ELECTRICAL SYSTEM, FUEL/PROPULSION SYSTEM, UNKNOWN OR OTHER**

NHTSA ID Number: 11364692

Incident Date October 16, 2020

Consumer Location JACKSONVILLE, FL

Vehicle Identification Number 1G1FZ6S06K4****

Summary of Complaint

CRASH	No	CHEVY BOLT FINISHED CHARGING AND THEN STARTED TO SMOKE FROM UNDER THE CAR. THE SOUND OF POPPING NOISES WERE HEARD AND THEN 10 MINUTES LATER THE CAR WAS ENGULFED IN FLAMES. THE CAR'S BATTERY PACK STARTING POPPING THEN EXPLODED IN FLAMES.
FIRE	Yes	
INJURIES	0	
DEATHS	0	

1 Affected Product -☐ Request Research (Services fees apply)

October 12, 2020 NHTSA ID NUMBER: 11363890

**Components: ELECTRICAL SYSTEM**

NHTSA ID Number: 11363890

Incident Date October 8, 2020

Consumer Location KENSINGTON, CA

Vehicle Identification Number 1G1FZ6S09K4****

Summary of Complaint

CRASH	No	I WAS DRIVING MY CHEVY BOLT AT APPROXIMATELY 40-45 MPH WHEN IT WAS AT ABOUT 50% CHARGE CAPACITY WHEN ALL OF A SUDDEN THE CAR SHARPLY DECELERATED AND WARNING LIGHTS CAME ON SAYING THE CHARGE WAS DOWN TO 0 AND THAT IT NEEDED TO BE RECHARGED IMMEDIATELY. I PULLED OVER TO THE SIDE OF THE ROAD AND CALLED FOR HELP. THERE'S NO WAY THE CAR SHOULD HAVE LOST 50% OF IT'S CHARGE OUT OF NOWHERE LIKE THAT. I WAS NOT ABLE TO RESTART THE CAR OR REGAIN POWER. IT HAS TO BE TOWED TO THE DEALER.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product -☐ Request Research (Services fees apply)

August 29, 2020 NHTSA ID NUMBER: 11351966

**Components: ELECTRICAL SYSTEM, FUEL/PROPULSION SYSTEM****NHTSA ID Number:** 11351966**Incident Date** August 6, 2020**Consumer Location** ARROYO GRANDE, CA**Vehicle Identification Number** 1G1FZ6S0XK4******Summary of Complaint**

CRASH	No	I PURCHASED A 2019 CHEVY BOLT ON DEC. 20, 2019. THE CAR HAS ABOUT 7,200 MILES. WHILE I WAS TURNING ONTO A THOROUGHFARE , A WARNING LIGHT SAID THERE WAS A PROBLEM WITH THE HIGH VOLTAGE BATTERY. THIS HAPPENED ON AUG. 6, 2020. CHEVY REPLACED THE BATTERY UNDER WARRANTY. I TOOK THE CAR TO ALFANO CHEVROLET IN SAN LUIS OBISPO, CA WHERE I BOUGHT IT. I MENTION THIS BECAUSE I'VE HEARD OF BOLT BATTERIES CATCHING FIRE OR MELTING RESULTING IIN DESTRUCTION OF THE VEHICLE.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product -☐**Request Research** (Services fees apply)

July 17, 2020 NHTSA ID NUMBER: 11339878

**Components: ELECTRICAL SYSTEM**

NHTSA ID Number: 11339878

Incident Date July 4, 2020

Consumer Location VIENNA, VA

Vehicle Identification Number 1G1FZ6S06K4****

Summary of Complaint

CRASH	No	MY 2019 CHEVY BOLT WAS FULLY CHARGED AND DRIVEN FOR 12 MILES TO OUR DESTINATION, A TOWNHOUSE DEVELOPMENT WITH PRIVATE OUTDOOR OPEN PARKING. WE ARRIVED AROUND 7:30PM, PARKED IT AND TURNED IT OFF. 20 MINS LATER A NEIGHBOR RANG OUR DOORBELL BECAUSE THERE WAS 20 FOOT HIGH HEAVY WHITE/GRAY SMOKE CLOUD COMING OUT THE BACK OF THE CAR. I CALLED 911 AND FIREFIGHTERS DOUSED THE CAR WITH WATER FOR AN HOUR AFTER SMASHING THE REAR WINDOW TO GET ACCESS TO THE SMOKING AREA.THEY LEFT, LESS THAN AN HOUR LATER I CALLED 911 AGAIN B/C THE SMOKE RESTARTED. SMOLDERING WAS SO HOT IT PARTLY BURNED THE BACKSEAT. ONCE THE CAR WAS COOL ENOUGH IT WAS TOWED TO THE DEALERSHIP WHERE IT WAS ORIGINALLY PURCHASED. THERE IT BEGAN TO SMOKE AGAIN. 911 WAS CALLED AND FIREFIGHTERS PUT OUT THE SMOKE ONCE AGAIN. THIS TIME THE SMOKE WAS SMALL AND STARTED ON THE AREA WHERE THE BACKSEAT WAS PREVIOUSLY LOCATED; MINUTES LATER THE SAME HEAVY SMOKE CAME OUT FAST FROM UNDERNEATH THE FRONT PASSENGER SIDE. THE POLICE WERE THERE TO WITNESS THAT INCIDENT. IT WAS AROUND MIDNIGHT THEN.
FIRE	Yes	
INJURIES	0	
DEATHS	0	

3 SPONTANEOUS COMBUSTIONS IN 4 HOURS; DOOR CAMERA VIDEOS DIDNT PICK UP MOVEMENT BETWEEN OUR ARRIVAL AND THE NEIGHBOR RINGING THE BELL; ONSTAR REPORTS DONT SHOW ANYTHING ELECTRICALLY WRONG WITH THE CAR; NO ALTERATIONS HAD BEEN MADE TO IT; AND THE DASHBOARD DIDNT SHOW ANY WARNINGS DURING THAT ONE LAST TRIP. BASED ON THE ABOVE, I BELIEVE THE PROBLEM WAS A HIGH VOLTAGE BATTERY RUNAWAY THERMAL EVENT.

EVEN THOUGH THE CAR IS STILL UNDER GMS WARRANTY, THEY REFUSE TO INVESTIGATE BECAUSE WE CALLED OUR INSURANCE FIRST INSTEAD OF GM (PER GMS PRODUCT ASSISTANCE CLAIM TEAM). THE CAR IS CURRENTLY AT AIAA AND GM COULD GO INVESTIGATE. BUT THEY WONT. HOW MANY OTHER BOLTS ARE SPONTANEOUSLY COMBUSTING AND PEOPLE GETTING HURT? HOW MANY WILL IT TAKE FOR GM TO CARE? THIS CARS DAMAGE LOOKS SIMILAR TO MINE (LOSS: FIRE)

IAAI.COM/VEHICLEDETAILS/36707410

1 Affected Product -



Request Research (Services fees apply)

June 16, 2020 NHTSA ID NUMBER: 11329136

**Components: ELECTRICAL SYSTEM, ENGINE, POWER TRAIN**

NHTSA ID Number: 11329136

Incident Date June 15, 2020

Consumer Location CORONA, CA

Vehicle Identification Number 1G1FY6S04K4****

Summary of Complaint

CRASH	No	VEHICLE UNEXPECTEDLY & WITHOUT WARNING LOST POWER WHILE TRAVELING ON HIGHWAY. VEHICLE WAS UNABLE TO ACCELERATE AND ALL POWER FROM THE HIGH VOLTAGE SYSTEM WAS LOST.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product -☐

Request Research (Services fees apply)

June 5, 2020 NHTSA ID NUMBER: 11327471

**Components: FUEL/PROPULSION SYSTEM, SEATS**

NHTSA ID Number: 11327471

Incident Date June 1, 2020

Consumer Location Unknown

Vehicle Identification Number 1G1FZ6S09K4****

Summary of Complaint

CRASH	No	ON JUNE 1, 2020, 1-YR OLD VEHICLE (4000 MILES ON ODOMETER) WITH 55% BATTERY CHARGE LOST FULL PROPULSION POWER ON A GENTLE CURVE ON A COUNTRY ROAD AT 40MPH IN L DRIVE SETTING. PROPULSION GONE, STEERING STIFF, WARNING BELLS, SERVICE-VEHICLE-SOON WARNING MESSAGES. I COASTED BARELY OFF THE ROAD ONTO THE SHOULDER. CAR WAS TOWED TO DEALER. DEALER NOW SAYS IT IS A MANUAL SERVICE DISCONNECT FAULT AND IS WAITING FOR A BACK-ORDERED REPLACEMENT PART. *TR
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product -☐

Request Research (Services fees apply)

April 1, 2020 NHTSA ID NUMBER: 11319935



Components: FUEL/PROPULSION SYSTEM

NHTSA ID Number: 11319935

Incident Date March 29, 2020

Consumer Location UNIVERSITY CITY, MO

Vehicle Identification Number 1G1FZ6S02K4****

Summary of Complaint

CRASH	No	FAILURE OF THE "DRIVE MOTOR BATTERY HIGH VOLTAGE MANUAL DISCONNECT LEVER" CAUSED IMMEDIATE AND COMPLETE LOSS OF POWER ON THE ROAD.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product -

☐

Request Research (Services fees apply)

September 27, 2019 NHTSA ID NUMBER: 11258530

**Components: ELECTRICAL SYSTEM, UNKNOWN OR OTHER****NHTSA ID Number:** 11258530**Incident Date** September 7, 2019**Consumer Location** EUGENE, OR**Vehicle Identification Number** 1G1FY6S05K4******Summary of Complaint**

CRASH	No	I WAS ATTEMPTING TO CHARGE THIS ELECTRIC CAR AT A GREENLOTS CCS (480VOLT) CHARGER IN KENNEWICK, WASHINGTON. THE CAR WAS PARKED AND TURNED OFF. A BLUE ARC OF ELECTRICITY SHOT OUT OF THE CHARGER PORT ON THE CAR AND CAME WITHIN AN INCH OF MY HAND. I UNDERSTAND FROM PEOPLE WHO KNOW THE SCIENCE OF ELECTRICITY THAT I WOULD HAVE BEEN KILLED IF THE ARC TOUCHED MY HAND. THE SAFETY FEATURES ON THE CAR, THE CHARGER OR BOTH DID NOT FUNCTION PROPERLY. THERE IS NO TIME WHEN AN ELECTRIC CAR SHOULD EMIT A LETHAL ARC OF ELECTRICITY. I DO NOT KNOW IF THE ARC CAME FROM THE BATTERY OF THE CAR OR FROM THE CHARGER, OR BOTH. NEITHER GM/CHEVY NOR THE CHARGER COMPANY ADMITS THERE IS A SAFETY PROBLEM. WITHOUT A THOROUGH SAFETY INVESTIGATION WE CAN'T TELL IF THE PROBLEM IS ALL BOLTS, ALL ELECTRIC CARS, ALL 480V CHARGERS, CCS CHARGERS, GREENLOTS CHARGERS, THE GREENLOT CHARGER IN KENNEWICK, WA, OR THE SPECIFIC CHEVY BOLT THAT SENT OUT THE LETHAL ARC TOWARDS MY BODY. PLEASE HELP!
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product -☐**Request Research** (Services fees apply)

September 9, 2019 NHTSA ID NUMBER: 11254179

**Components: FUEL/PROPULSION SYSTEM****NHTSA ID Number:** 11254179**Incident Date** August 30, 2019**Consumer Location** ASHLAND, OR**Vehicle Identification Number** 1G1FY6S03K4******Summary of Complaint**

CRASH	No	COMPLETE POWER FAILURE WITHOUT WARNING. BRAND NEW VEHICLE (82 MILES DRIVEN). OWNED LESS THAN 72 HOURS. CAR WAS DRIVING UP A VERY SLIGHT GRADE AT 35 MPH. DEALER DIAGNOSED IT AS A FAILURE OF AN EATON MANUFACTURED DRIVE MOTOR BATTERY HIGH VOLTAGE MANUAL DISCONNECT LEVER FUSE. FUSE WAS REPLACED AND CAR RUNS. DEALER OFFERED NO EXPLANATION FOR FUSE FAILURE OTHER THAN TO SAY THAT IT WAS PROBABLY A BAD BATCH OF FUSES. IDENTICAL COMPLAINTS HAVE BEEN MADE ON 2017 AND 2018 BOLTS SO THE CHANCES OF IT BEING A BAD BATCH ARE VERY SLIM. DEALER ALSO SAID THAT THERE WAS A TECHNICAL SERVICE BULLETIN ON POINT: 18-NA-225. I AM UNABLE TO GET A COPY OF THAT. CHEVROLET CUSTOMER SERVICE (1-800-222-1020) SAYS THAT THERE IS NO LONGER A BOLT/VOLT EXPERT ON STAFF. IT REFERRED ME BACK TO THE TECHNICIAN (JON POWELL, 541-245-2140, MEDFORD, OR). IT SEEMS TO ME THAT THE PROBLEM IS NOT JUST A FAULTY FUSE, IT SEEMS THAT THERE IS AN UNDERLYING PROBLEM WITH THE ELECTRICAL SYSTEM. DEALER WILL NOT TAKE THE VEHICLE BACK; PREFERS INSTEAD TO HAVE US HAVE 2 MORE COMPLETE POWER FAILURES WITHOUT WARNING BEFORE HE WILL CONSIDER THE CAR A "LEMON" UNDER OREGON'S LEMON LAW. THIS IS AN UNACCEPTABLE RISK.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product -☐**Request Research** (Services fees apply)

EXHIBIT B



Bulletin No.: PIC6252A
Published date: 10/12/2017

Preliminary Information

PIC6252A Bolt EV, Drive Motor Battery Charger (OBCM)

Models

Brand:	Model:	Model Years:	VIN:		Engine:	Transmissions:
			from	to		
Chevrolet	Bolt EV	2017 - 2018	SOP	END	All	MMF
Involved Region or Country	North America					
Condition	As part of our ongoing quality improvement process, the T18 Battery Charger (OBCM) for the Chevrolet Bolt EV is on restriction through the GM TAC (Technical Assistance Center) as of December 15, 2016					
Cause	N/A					

- 1) Please have a certified Volt technician follow the procedures below prior to contacting TAC.
- IMPORTANT Note: Do NOT erase DTC's in any of the modules (especially on intermittent concerns) and do NOT attempt to reprogram software!**
- 2) Please complete the customer questions below with as much information as possible and as accurately as possible so that it can be emailed to TAC.
- 3) Check and record all diagnostic codes in all modules on the vehicle.
- 4) Be sure to record what module the DTC came from and any symptom codes associated with the DTCs (see latest version of bulletin [10-07-30-002](#) for snapshot information).
- 5) Please save the DTC captured data for later use.
- 6) Description of the concern (both customer and technician).
- 7) Charging at 110V vs 240V?
- 8) OEM cord set, wall station, or aftermarket equipment? If aftermarket supplier, include make and model number.
- 9) Location (residential or public charge station, generator, other)?
- 10) HPCM 2 software level
- 11) Once the above information has been obtained, please review all PI and TSB information as well as all available S.I. diagnostics.
- 12) If diagnostics lead to OBCM replacement, contact TAC @ 877-446-8227 (U.S.) or in Canada 1-800-263-7740 (English) or 1-800-263-7960 (French) to review case details. Please have as much stored DTC and snapshot information as possible prior to contacting TAC.
- 13) If it is determined that component replacement is needed after reviewing the diagnosis, TAC will arrange for ordering of the new component and request that it be shipped overnight.
- NOTE: When this occurs, record the last 9 digits of the TAC case # to be used by the parts department (in conjunction with the part #) as the CONTROL NUMBER to track shipment of the part. It is not necessary to call TAC for part tracking information.**

Parts Information

Description	Part Number	QTY
T18, Drive Motor Battery Charger (OBCM)	24285717	1

Warranty Information

Labor Operation	Description	Labor Time
5040210	Drive Motor Battery Charger Replacement	Use Published Labor Operation Time

Version History

Version	2
Modified	10/12/2017- Updated Model Years and Part number



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Subject: Engineering Information – Vehicle No Start Due to Dead Battery

Attention: Proceed with this EI ONLY if the customer has commented about this concern AND the PIE number is listed in the Global Warranty Management / Investigate History link (GWM/IVH). If the customer has not commented about this condition or the EI does not show in GWM/IVH, disregard the PI and proceed with diagnostics found in published service information. **THIS IS NOT A RECALL — refer to the latest version of Service Bulletin 04-00-89-053 for more details on the use of Engineering Information bulletins.**

Brand:	Model:	Model Year:		VIN:		Engine:	Transmission:
		from	to	from	to		
Chevrolet	Bolt EV	2017	2018			All	All

Involved Region or Country	North America
Condition	<p>Important: If the customer did not bring their vehicle in for this concern, DO NOT proceed with this EI.</p> <p>Some customers may comment on a vehicle no start due to a dead battery.</p>
Cause	GM Engineering is attempting to determine the root cause of the above condition. Engineering has a need to gather information on vehicles PRIOR to repair that may exhibit this condition. As a result, this information will be used to "root cause" the customer's concern and develop/validate a field fix.

Correction

If you encounter a vehicle with the above concern, complete the following steps:

Important: DO NOT REMOVE OR DISCONNECT BATTERY CABLES (NEGATIVE NOR POSITIVE).

1. Perform a Parasitic Draw Test per the Battery Electrical Drain/Parasitic Load Test in SI, Document ID: 3516926. NOTE: The preferred method is using the inductive clamp to prevent power interruption. If using the EL 38758 Parasitic Draw Test Switch, use a jump box to ensure the vehicle power is not interrupted when installing the switch. Record the results.
2. Connect GR8 Battery Diagnostic Test Tool to the vehicle using the following connections: Positive cable to the Battery Positive Post. Negative cable to the JUMP POST. Do not disconnect the battery cables.
3. CHARGE BATTERY with the GR8 Battery Diagnostic Test Tool in DIAGNOSTIC MODE with battery connected. Allow the GR8 to run through TOP OFF Mode after the DIAGNOSTIC MODE completes. Retain the GR8 ticket. Note if the battery is Original or a Service. If original, record the country of manufacture on the label. Korea or Germany.
4. Allow the vehicle to go to sleep.
5. Perform a second Parasitic Draw Test per the Battery Electrical Drain/Parasitic Load Test in SI, Document ID: 3516926. NOTE: The preferred method is using the inductive clamp to prevent power interruption. If using the EL 38758 Parasitic Draw Test Switch, use a jump box to ensure the vehicle power is not interrupted when installing the switch. Record the results.
6. Perform the K1 14 V Power Module DC Power Conversion Test Circuit/System Testing in SI, Document ID: 4583404. Record test results and note with or without carbon pile test performed.
7. Inspect the K1 14 V Power Module X2 connector terminal tension. Record the results.
8. Inspect the K1 14 V Power Module X2 connector harness wires at the connector for stressed wires or rub through abrasion tape. Inspect for broken wire conductors internally or witness marks of the wires being pinched up to approximately 1 inch from the connector. It will be necessary to remove some abrasion tape from the harness. Record observations.
9. Contact the engineer listed below with the recorded results.

Contact Information

Engineer Name	Phone Number
Vaundle Jones	(248) 431-9606

Please include the following information if leaving a message:

- Technician name
- Dealer name and phone number
- Complete VIN and repair order (R.O) number

On the repair order, document the date and time the call was placed (even if the engineer was not reached).

If engineering is unable to return the call within one hour, proceed with diagnosis and repair based on information found in SI.

Warranty Information

If engineer was contacted or required information was provided, use:

Labor Operation	Description	Labor Time
5080228*	Engineering Information – Vehicle No Start Due to Dead Battery	0.6 hr

*This is a unique Labor Operation for Bulletin use only.

Version	1
Modified	Released April 19, 2018



Bulletin No.: PIC6239H
Published date: 05/25/2018

Preliminary Information

PIC6239H Bolt EV (BEV2) High Voltage Battery Exchange and Internal Parts Process

Models

Brand:	Model:	Model Years:	VIN:		Engine:	Transmissions:
			from	to		
Chevrolet	Bolt EV	2017 - 2018	All	All	All	All
Involved Region or Country	North America					
Condition	As part of our ongoing quality improvement process effective as of 11/11/2016, the Drive Motor Battery and internal parts for the 2017 Bolt EV are being placed on restriction through the General Motors Technical Assistance Center (TAC). The dealership must call TAC to establish a TAC case number and authorization to order the Rechargeable Energy Storage System (RESS) or any of the internal components listed below. TAC or Engineering will then provide guidance if internal components should be replaced or if the RESS should be replaced. If it is to be replaced, TAC will contact the Battery Service Center (BSC) to order the Drive Motor Battery.					
Cause	New battery case will be reviewed by TAC and Engineering					

Correction

NOTE: The High voltage battery Part Number should not be entered on the Warranty Claim. The Chevrolet Bolt EV Drive Motor Battery may also be referred to as the Rechargeable Energy Storage System (RESS).

Please review all of the information provided below prior to contacting the General Motors Technical Assistance Center (TAC) @ 877-446-8227 (U.S.) or in Canada 1-800-263-7740 (English) or 1-800-263-7960 (French) to review case details.

IMPORTANT: Prior to calling TAC, please make sure to collect the required information and complete the diagnosis provided in the recommendations portion of this PI. Completing the diagnostics and obtaining all required information will minimize downtime, multiple calls to TAC, misdiagnosis, or unnecessary component replacement.

1. Do not clear codes prior to capturing data. GDS2 Session Log Freeze Frame & Failure Records should be reviewed prior to clearing any DTCs or performing any programming. Regardless if DTCs are current, history or G.S.I. repair procedure gives direction to remove any internal components or perform programming,
2. It may be necessary to road test the vehicle through several drive cycles with GDS2 installed in an attempt to capture relevant data in the GDS2 Session Log while attempting to duplicate the concern.
3. The GDS2 Session Log should include a Vehicle Wide DTC Check with Module ID Information, any relevant failure records, and module data from the Hybrid Powertrain Control Module 2 (HPCM 2), Battery Energy Control Module (BECM) while attempting to duplicate the customer's concern in certain conditions or driving habits. TAC or Engineering may request that you e-mail the GDS2 Session Logs to them for immediate review.
4. This information, along with the Battery Identification Number (BIN) and the 4 digit battery capacity number, will be needed for the TAC Consultant prior to ordering the battery. The battery pack 4 digit capacity code is located in the HPCM 2 under the voltage data list. You may need the latest version of GDS 2 to see this 4 digit code.
5. If the battery is not out of the vehicle yet, you can find the BIN by installing the MDI and using GDS2. Access the BECM Module Information and look under the identification information section and the sixteen digit number will be listed under the GDS2 parameter:
Hybrid/EV Battery Pack Identification Number (BIN). You will need to record the BIN and supply it to TAC when ordering a battery. The battery also has a 16 digit Battery Identification Tag (B.I.N.) that is located on the right side of the battery. You can locate the tag and record the B.I.N. upon removal.

The following items should be reviewed and followed by the dealership technician.

- Do not remove the Drive Motor Battery assembly unless instructed to do so by TAC or Engineering.
- A GDS2 Session Log with Freeze Frame Data, Vehicle Wide DTC Check with Module ID Information, any Battery Energy Control Module (BECM) or HPCM2 data menus, will normally be requested by TAC or Engineering.
- Guidelines for honoring this exchange program are being strictly enforced. To obtain a replacement Drive Motor Battery, the servicing Bolt EV technician must provide customer complaint and conditions as mentioned in this document.
- If the failure is due to one of the non-serviceable components, the battery will be exchanged.
- Whenever performing battery repairs it is imperative that fasteners are torqued to specification and that G.S.I. procedures are followed.

DANGER: Always perform the High Voltage Disabling procedure prior to servicing any High Voltage component or connection.

Personal Protection Equipment (PPE) and proper procedures must be followed. The High Voltage Disabling procedure will perform the following tasks:

1. Identify how to disable high voltage.
2. Identify how to test for the presence of high voltage.
3. Identify condition under which high voltage is always present and personal protection equipment (PPE) and proper procedures must be followed.

CAUTION: Before working on any high voltage system, be sure to wear the following Personal Protection Equipment:

1. Safety glasses with appropriate side shields when within 50 feet of the vehicle, either indoors or outdoors.
2. Certified and up-to-date Class "0" Insulation gloves rated at 1000V with leather protective gloves.
3. Visually and functionally inspect the gloves before use.
4. Wear the Insulation gloves at all times when working with the Drive Motor Battery assembly, whether the system is energized or not. Failure to follow the procedures exactly as written may result in serious injury or death.

1. Call GM TAC to establish a TAC case. The latest version of [PIP4902](#) can be used to email the GDS2 Session Log that may need further review by TAC or Engineering. If a component has been identified as one of the allowable internal battery repairs, instructions will be provided to the dealer. It is imperative that the technician has completed all available Bolt EV training including hands-on training as well as have all the required dealer equipment, and all Personal Protection Equipment (PPE) is up to date.

2. After the data is reviewed, TAC will use a case reference number and order an exchange Drive Motor Battery through the Battery Service Center (BSC) in order to have it shipped to your dealership. TAC will need the dealer's hours of operation, that they have the special tools / equipment and dealership personnel contact information.

3. After verifying that the high voltage systems are disabled, remove battery assembly per SI procedures.

IMPORTANT: The Battery pack has two ground straps that are attached to the battery. ONLY remove the ground straps that are attached to the battery. The new battery will NOT come with the 2 ground straps already attached.

IMPORTANT: The exchange unit will be shipped without coolant. As part of the battery removal process, all coolant should be drained from the drive motor battery.

Follow G.S.I. procedure for proper coolant type, fill and coolant bleed procedures. After the Battery has been removed from the vehicle (see G.S.I. procedure), and before placement into the shipping container, prepare the battery for return by performing the following:

1. Install Coolant plugs (2) in coolant lines. Coolant plugs can be removed from the new service battery assembly and installed in the returned battery. Additional coolant plugs (GM P/N 22770854) can be ordered if they are needed.
2. Install the Manual Service Disconnect (MSD) Cover. The MSD cover can be removed from the new service battery assembly and installed in the returned battery. Additional MSD covers (GM P/N 22989605) can be ordered if they are needed. The MSD lever should remain with the vehicle and not be returned with the battery assembly.
3. Install the High and Low Voltage Connector Covers. The covers can be removed from the service battery and installed on the returned battery. In order to properly prepare the used battery for shipping and to insure safe shipment, all of the above steps must be followed.

CAUTION: With the Drive Motor Battery on the EN 48244 Support Table, slowly raise the support table to the vehicle. Use a punch or alignment tool to get the Drive Motor Battery into position. Avoid making contact with the front of the drive motor battery with the body so damage does not occur to the studs that are used to attach the aero panels upon final installation.

DANGER: The High Voltage Drive Motor Battery must be protected when outside of the vehicle. This is why the battery must be immediately placed in the original shipping container.

4. Follow current SI Procedure to complete installation of the Drive Motor Battery.

IMPORTANT: Programming steps: (Please carefully review steps 1-5).

1. Perform K16 Drive Motor Generator Battery Energy Control Module (BECM) programming when replacing the Drive Motor Battery. This will also program the Module Balance Boards (MBBs) and Current Sense Module (CSM) which may take approximately four minutes.

2. Turn the ignition off, disconnect all devices, close the door and allow the vehicle to enter a sleep cycle (fully power down) for at least two minutes.

3. After SPS programming the BECM, follow current SI procedure. Using GDS2, select Control Functions, perform the Hybrid / EV Pack Capacity Reset and then Battery Capacity Relearn in Hybrid Powertrain Control Module 2.

4. When SI procedures are complete, you will have to drive the vehicle in Sport Mode with the vehicle in Low Gear for approximately 5 miles (8 km). This will pack the most energy in the battery during charging and regeneration and exercises the coolant valves and pumps. When performing the 5 mile (8 km) drive cycle, drive vehicle in slalom (side to side motion) to purge any air from the battery pack cooling plates. After the drive cycle, check for codes and top off the coolant system.

IMPORTANT: Low coolant or the incorrect coolant could result in internal battery or coolant heater damage

5. Follow current SI Procedure to complete installation of the Drive Motor Battery and fully charge Drive Motor Battery before delivering the vehicle to the customer.

DANGER: The High Voltage Drive Motor Battery must be protected when outside of the vehicle. This is why the battery must be immediately placed in the original shipping container.

STORAGE GUIDELINES:


1. Store the Drive Motor Battery flat.
2. Store the Drive Motor Battery in an environmentally protected area.
3. Maintain the Drive Motor Battery at room temperature.
4. Protect the Drive Motor Battery from exposure to liquids.
5. Protect the Drive Motor Battery from physical damage.
6. Store the Drive Motor Battery in a limited-access area.

DANGER: Failure to follow these guidelines may result in serious injury or death.

PARTS RETENTION AND RETURNS UNITED STATES SERVICE AGENTS Only

All Li-Ion drive motor batteries and battery sections need to be returned for possible refurbishment. If the batteries are not returned within 30 days, the dealer will be charged back the value of a replacement battery. These charges are substantial. There are two different ways the Li-Ion drive motor battery or battery section could be returned.

Note: For Bolt EV Drive Motor Battery returns, please follow the Warranty Parts Center (WPC) process.


1. **Oklahoma City Determination Center:** If you do not receive a WPC special request within 3 days of completing the repair contact CCA Logistics CCA Logistics (810-866-9300)  SCGMCustomerSupport@xpo.com. It is expected that the majority of batteries will go thru this process.
2. **Warranty Parts Center (WPC):** A Special Parts Return Request will be faxed or e-mailed to you with proper shipping instructions/location. You must use the BOL that is sent to you. Do NOT wait for the warranty claim to be processed before returning the failed used drive motor battery. WPC guidelines below:

Do NOT send a battery back without a Special Parts Return Request.

DO NOT ship drive motor batteries directly to the WPC.

Do NOT return battery in any other container than the container (cocoon) that the new/refurbished battery was delivered in. The removed unit must be returned complete in the original exchange shipping container. Refer to the specific drive motor battery exchange bulletin in eSI for the vehicle being repaired.


Note: Failure to return the battery or battery section by the due date will result in the dealership being debited the entire warranty claim (parts and labor) as well as assessment for the value of the failed pack.

Note: If you do not receive a direction of where to ship the battery or battery section back, verify that you do not have an existing open WPC Request. If you don't have a WPC Special Part Request via fax or e-mail from WPC, contact CCA Logistics (810-866-9300)  SCGMCustomerSupport@xpo.com for shipping instructions and the proper paper work in order to return the failed Drive Motor Battery or battery section.


Oklahoma City Determination Center Shipping Instructions:

Note: Never ship a damaged or compromised battery without prior approval. All hazardous materials must be shipped in accordance with all local, state, and federal laws.

1. Disable the high voltage at the drive motor generator battery. Refer to High Voltage Disabling. Refer to eSI.
2. Remove the Drive Motor Battery from the vehicle as outlined in Drive Motor Generator Battery Replacement in eSI.
3. Tighten any fasteners that were loosened or removed during Drive Motor Battery removal to the original torque specification.
4. Remove any plastic shipping plugs or covers from the new unit and install them on the Drive Motor Battery to be returned.
5. Place a copy of the repair order with technician comments. The bill of lading and customs papers (for cross border shipments) should also be inserted into the plastic envelope. Remove the original shipping label and attach the plastic envelope with the return shipping label on it to the container.
6. Place the Drive Motor Battery into the shipping container and attach the completed return shipping tag to the Drive Motor Battery Cocoon.

Determination Center Shipping Address
 Spiers New Technologies
 50 NE 42nd St
 Oklahoma City, Oklahoma 73105-2201
 Contact Brian Enis (p) 405-274-5911 

WPC Shipping Instructions:

1. The Special Parts Request will provide a request number. This request number must be placed in the outside shipping envelope along with the TAC Case number. Dealers need to place a new envelope inside the battery cocoon TAC Case #, along with a copy of the Job Card (RO) including the technician's comments, DTCs, diagnostics, and completed "Battery Product Feedback Form".
2. The bill of lading and customs papers (for cross border shipments) should also be inserted into the outer plastic envelope. Remove the original shipping label and attach the plastic envelope with the return shipping label on it to the container. Failure to place this information both outside and inside the battery shipping container may delay the processing of your return. Do not ship a battery back without an official WPC Request.
3. Label the outside of the shipping container with the Part Return request number and the TAC case reference number. Refer to latest version of [99-00-89-019](#) for detailed shipping information
4. Contact Central Transport at 586-467-1900  for pick-up of removed battery. If lift gate service is necessary, please request it at the time of arranging pick-up service. The number is also on the BOL that is sent to you from WPC.
5. Have the driver sign the bill of lading. Retain a copy of the signed bill of lading and attach your copy to the original repair order. This will be your proof of returning the Drive Motor Battery.
6. Ship the battery Third Party Prepaid Freight Collect with appropriate paperwork to address provided.

Once the battery is shipped, please e-mail julie.cumo@gm.com with tracking number and Special Parts Return Request Number

Canadian Shipping Instructions:

Canadian Dealers should follow the steps below to return a failed battery:

1. Submit a type 4 core return for the battery. A core return tag along with a core return application will be generated at your servicing PDC and sent to you.
2. Place the core return tag on the outside of the battery container (cocoon).
3. Complete the required return hazardous goods shipping paperwork (302C form)
4. Leave the labeled container (cocoon) along with the necessary shipping documents in the area within your dealership which you would normally use for your material/core returns. The DDS carrier will pick up this battery core along with your normal returns. If your dealership is not serviced by a DDS carrier you will need to return this battery via LTL (similar to how you would return other parts).
5. Affix a 8.5 x 11 flasher on the cocoon with the following information in large bold letters so the DDS carrier can identify the package correctly including the TAC Case #, VIN, destination and description. For example:

Bolt EV Battery TAC case #_____ VIN _____
SHIP TO LG (TROY, MI, USA) VIA CROSS DOCK

- 6. Canadian Dealers do NOT return batteries to the ESC or to the WPC.
- 7. Contacts: Rob Carlyle – CCA at 905-644-5385 or Kris Muller CCA at 905-644-5159

CANADIAN SERVICE AGENTS ONLY:

All Bolt EV batteries must be returned with completed documentation including battery return worksheets with TAC Case Number and VIN.

NOTE: Failure to return the battery will result in the dealership being debited the entire warranty claim (parts and labor.) For dealers in Canada, the return of failed batteries will be handled as outlined in Parts Bulletin GMP2013-081.

PARTS INFORMATION:

No Part Number should be entered for exchange components. Applicable miscellaneous items such as coolant should be added to the part allowance amount and claimed in the Parts Cost column and not included in the Net Amount (DMN) column of the warranty claim.

SHIPPING PREPARATION:

- 1. Disable the high voltage at the drive motor generator battery. Refer to High Voltage Disabling.
- 2. Remove the Drive Motor Battery from the vehicle as outlined in Drive Motor Generator Battery Replacement in G.S.I.
- 3. Tighten any fasteners that were loosened or removed during Drive Motor Battery removal to the original torque specification.
- 4. Remove any plastic shipping plugs or covers from the new unit and install them on the Drive Motor Battery to be returned.
- 5. Write the TAC case reference number on the drive motor battery assembly in a visible location.
- 6. Write the TAC case reference number on the repair order.
- 7. Place the Drive Motor Battery on the cradle into the shipping container.
- 8. Dealers need to place a new envelope inside the battery crate with completed Bolt EV Battery Exchange information including the TAC Case #, along with a copy of the Job Card (RO) including the technician’s comments, DTCs, and diagnostics. It is recommended that this be taped to the battery inside the crate.
- 9. It is important to package the Drive Motor Battery upon return exactly as the new Drive Motor Battery was received. Zinc-Plated Steel Lag Screws for Wood, 5/16" Diameter, 2-1/2" Length are used to secure the battery pack to the crate base. The dealership must also use banding straps to secure the battery to the container base. The container top or “bonnet” must also be banded to the container base as pictured below. Notify Technical Assistance if banding equipment is not available at the dealership.

Example of NOT OK



- 4. Tie strap is not on.
 - 3. Painted outside lines do not Match.
- The lid still goes on but the structural rigidity of the cocoon is compromised. If another battery is stacked on top the cocoon with the backwards lid, it could collapse.

Example of OK



- 2. Tie strap is in place and tight.
- 1. Painted outside lines match.

Parts Information

Description	Part Number	QTY
-------------	-------------	-----

A4 HV Drive Motor Battery		1
S15 Manual Service Disconnect	24281696	1
X21 Manual Service Disconnect Receptacle	24281698	1
300-Volt Battery Positive and Negative Cable (Generator Battery Control Wiring Junction Block to Drive Motor Battery)	42590737	1
High Voltage Connector (X4)	24282790	1
battery connector X4 die casting block	24282788	1
High Voltage Connector (X3)	24282789	1
HV Bat Sens Harness (RH)	24282779	1
HV Bat Sens Harness (LH)	24282781	1
K16 Battery Energy Control Module	24284196	1
Drive Motor Battery Control Module Wiring Harness	24282787	1
HV Battery Module 1 or 3	24282799	1
HV Battery Module 2	24282798	1
HV Battery Module 4	24282797	1
HV Battery Module 5	24282794	1
HV Batt Cooling Manifold - Inlet	24282824	1
HV Batt Cooling Manifold - Outlet	24282823	1
HV Battery Tray	24282818	1
A28 Hybrid/ EV Battery Contactor Assembly	24284564	1
Washer - battery cover seal Spacer	24282832	1
Thermal pads	24282825	1

Warranty Information

Labor Operation	Description	Labor Time	Net Admin Allowance
5031030	Drive Motor Battery Replacement and Shipping Preparation	Use Published Labor Operation Time	\$500.00

Version History

Version	8
	<p>Created on 12/15/2016</p> <p>2/1/2017 updated to change shipping Address</p> <p>4/10/2017 to update Administrative Details</p> <p>5/18/2017 to update return shipping and add 2018 model year</p> <p>8/29/2017 to add Canada battery return</p> <p>9/25/2017 to update Part Information</p> <p>2/1/2018 to update part number and Administrative Details</p> <p>4/17/2018 to update the Shipping preparation info.</p> <p>5/24/2018 to update Administrative Details</p>

Customer Satisfaction Program**18125 Loss of Propulsion High Voltage Battery Without Notification**

Reference Number: N172127150

Release Date: May 2018

Revision: 00

Attention: This program is in effect until May 31, 2020.

Make	Model	Model Year		RPO	Description
		From	To		
Chevrolet	Bolt EV	2017	2017		
		2018	2018		

Involved vehicles are marked "open" on the Investigate Vehicle History screen in GM Global Warranty Management system. This site should always be checked to confirm vehicle involvement prior to beginning any required inspections and/or repairs.

Condition	Certain 2017-2018 model year Bolt EV vehicles may have a condition where the software will not detect the difference in the state of charge between the cell groups of the battery and over predict the indicated battery range. The current software may not provide sufficient warning prior to a battery cell low range condition, which may result in a loss of propulsion. Only certain vehicles will experience the battery low voltage cell condition.
Correction	Reprogram hybrid powertrain control module 2.

Parts

No parts are required for this repair.

Warranty Information

Labor Operation	Description	Labor Time	Trans. Type	Net Item
9103690*	Hybrid Powertrain Control Module 2 Reprogramming with SPS	0.4	ZFAT	N/A
9103790**	Module Programming Not Required	0.2	ZFAT	N/A

* To avoid warranty transaction rejections, the SPS Warranty Claim Code(s) must be entered when submitting this transaction.

** SPS Warranty Claim Code is NOT required when submitting this transaction.

Service Procedure

Note: Carefully read and follow the instructions below.

- Ensure the programming tool is equipped with the latest software and is securely connected to the data link connector. If there is an interruption during programming, programming failure or control module damage may occur.
 - Stable battery voltage is critical during programming. Any fluctuation, spiking, over voltage or loss of voltage will interrupt programming. When required install the *PSC-550* or *EL49642* SPS Programming Support Tool to maintain system voltage. If not available, connect a fully charged 12 V jumper or booster pack disconnected from the AC voltage supply. DO NOT connect a battery charger.
 - Turn OFF or disable systems that may put a load on the vehicles battery such as; interior lights, exterior lights (including daytime running lights), HVAC, radio, etc.
 - Clear DTCs after programming is complete. Clearing powertrain DTCs will set the Inspection/Maintenance (I/M) system status indicators to NO.
 - If the Same Calibration/Software Warning is noted on the SPS Controller screen, do NOT attempt to program the module. No further action is required. Refer to the Warranty section of the bulletin and use labor operation code 9103790, Module Programming Not Required.
1. Reprogram the Hybrid Powertrain Control Module 2. Refer to *Hybrid Powertrain Control Module 2 Programming and Setup* in SI.
 2. Record SPS Warranty Claim Code on job card for warranty transaction submission.

Dealer Responsibility

All new, used, GM Certified Used, courtesy transportation vehicles, dealer shuttle vehicles, etc. in dealers' possession and subject to this program must be held and inspected/repared per the service procedure of this bulletin before

Customer Satisfaction Program

18125 Loss of Propulsion High Voltage Battery Without Notification



customers take possession of these vehicles. Involved vehicles must be held and not delivered to customers, dealer-traded, released to auction, used for demonstration, or any other purpose.

All GM Certified Used vehicles currently in the dealers' inventory within the Certified Pre-Owned Inventory System (CPOIS) will be de-certified and must be held and remedied per the service procedure in this bulletin. Upon submitting an accepted/paid warranty transaction in the Global Warranty Management (GWM) system, the vehicle can be re-certified for sale within the CPOIS system, or once again be used in the CTP program.

Dealers are to service all vehicles subject to this program at no charge to customers, regardless of mileage, age of vehicle, or ownership, through May 31, 2020. Customers who have recently purchased vehicles sold from your vehicle inventory, and for which there is no customer information indicated on the involved vehicle listing, are to be contacted by the dealer. Arrangements are to be made to make the required correction according to the instructions contained in this bulletin. A copy of the customer letter is provided in this bulletin for your use in contacting customers. Program follow-up cards should not be used for this purpose, since the customer may not as yet have received the notification letter.

In summary, whenever a vehicle subject to this program enters your vehicle inventory, or is in your facility for service through May 31, 2020, you must take the steps necessary to be sure the program correction has been made before selling or releasing the vehicle.

Dealer Reports

For dealers with involved vehicles, a listing with involved vehicles has been prepared and will be provided to U.S. and Canadian dealers through the GM GlobalConnect Recall Reports, or sent directly to export dealers. The listing may contain customer names and addresses obtained from Motor Vehicle Registration Records. The use of such motor vehicle registration data for any purpose other than follow-up necessary to complete this program is a violation of law in several states/provinces/countries. Accordingly, you are urged to limit the use of this report to the follow-up necessary to complete this program.

Courtesy Transportation – For USA & Canada

Courtesy transportation is available for customers whose vehicles are involved in a product program and still within the warranty coverage period. See General Motors Service Policies and Procedures Manual, Sections 1.4 and 6.1.10, for courtesy transportation program details.

Customer Notification

USA & Canada - General Motors will notify customers of this program on their vehicle (see copy of customer letter included with this bulletin).

Export - Letters will be sent to known owners of record located within areas covered by the US National Traffic and Motor Vehicle Safety Act. For owners outside these areas, dealers should notify customers using the attached sample letter.

GM bulletins are intended for use by professional technicians, NOT a "do-it-yourselfer". They are written to inform these technicians of conditions that may occur on some vehicles, or to provide information that could assist in the proper service of a vehicle. Properly trained technicians have the tools, equipment, safety instructions, and know-how to do a job properly and safely. If a condition is described, DO NOT assume that the bulletin applies to your vehicle, or that your vehicle will have that condition. See your dealer for information on whether your vehicle may benefit from the information.



**We Support
Voluntary Technician
Certification**

Customer Satisfaction Program**18125 Loss of Propulsion High Voltage Battery Without Notification**

May 2018

This notice applies to your vehicle, **VIN:** _____

Dear General Motors Customer:

We have learned that your 2017-2018 model year Chevrolet Bolt EV vehicles may have a condition where the software will not detect the difference in the state of charge between the cell groups of the battery and over predict the indicated battery range. The current software may not provide sufficient warning prior to a battery cell low range condition, which may result in a loss of propulsion. Only certain vehicles will experience the battery low voltage cell condition.

Your satisfaction with your Chevrolet Bolt EV is very important to us, so we are announcing a program to provide additional warning if this battery low voltage cell condition occurs.

What We Will Do: Your GM dealer will reprogram the hybrid powertrain control module 2. This service will be performed for you at **no charge until May 31, 2020**. After that, any applicable warranty will apply.

What You Should Do: To limit any possible inconvenience, we recommend that you contact your dealer as soon as possible to schedule an appointment for this repair.

If you have any questions or concerns that your dealer is unable to resolve, please contact the appropriate Customer Assistance Center at the number listed below.

Division	Number	Text Telephones (TTY)
Chevrolet	1-800-222-1020	1-800-833-2438
Puerto Rico – English	1-800-496-9992	
Puerto Rico – Español	1-800-496-9993	
Virgin Islands	1-800-496-9994	

We sincerely regret any inconvenience or concern that this situation may cause you. We want you to know that we will do our best, throughout your ownership experience, to ensure that your Chevrolet Bolt EV provides you many miles of enjoyable driving.

Terry M. Inch
Executive Director
Global Connected Customer Experience

GM Recall: 18125

GLOBAL SAFETY FIELD INVESTIGATIONS
DCS4741
URGENT - DISTRIBUTE IMMEDIATELY

Date: May 03, 2018

Subject: 18125 - Customer Satisfaction
Loss of Propulsion High Voltage Battery Without Notification

Models: 2017-2018 Chevrolet Bolt EV

To: All General Motors Dealers

General Motors is releasing Customer Satisfaction Program 18125 today. The total number of U.S. vehicles involved is approximately 5,038. Please see the attached bulletin for details.

Customer Letter Mailing

The customer letter mailing will begin on May 4, 2018.

Global Warranty Management (GWM)

The Investigate Vehicle History (IVH) screen in the GWM system will be updated today, May 03, 2018. A list of involved vehicles in dealer new inventory is attached to this message. Please hold all warranty transactions until IVH has been updated.

END OF MESSAGE

GLOBAL SAFETY FIELD INVESTIGATIONS

Customer Satisfaction Program**18125 Loss of Propulsion High Voltage Battery Without Notification****Reference Number:** N172127150**Release Date:** August 2018**Revision:** 01

Revision Description: This bulletin has been revised to add a step in the service procedure. Please discard all copies of 18125.

Attention: This program is in effect until May 31, 2020.

Make	Model	Model Year		RPO	Description
		From	To		
Chevrolet	Bolt EV	2017	2017		
		2018	2018		

Involved vehicles are marked "open" on the Investigate Vehicle History screen in GM Global Warranty Management system. This site should always be checked to confirm vehicle involvement prior to beginning any required inspections and/or repairs.

Condition	Certain 2017-2018 model year Bolt EV vehicles may have a condition where the software will not detect the difference in the state of charge between the cell groups of the battery and over predict the indicated battery range. The current software may not provide sufficient warning prior to a battery cell low range condition, which may result in a loss of propulsion. Only certain vehicles will experience the battery low voltage cell condition.
Correction	Reprogram hybrid powertrain control module 2.

Parts

No parts are required for this repair.

Warranty Information

Labor Operation	Description	Labor Time	Trans. Type	Net Item
9103690*	Hybrid Powertrain Control Module 2 Reprogramming with SPS	0.4	ZFAT	N/A
9103790**	Module Programming Not Required	0.2	ZFAT	N/A

* To avoid warranty transaction rejections, the SPS Warranty Claim Code(s) must be entered when submitting this transaction.

** SPS Warranty Claim Code is NOT required when submitting this transaction.

Service Procedure

Note: Carefully read and follow the instructions below.

- Ensure the programming tool is equipped with the latest software and is securely connected to the data link connector. If there is an interruption during programming, programming failure or control module damage may occur.
 - Stable battery voltage is critical during programming. Any fluctuation, spiking, over voltage or loss of voltage will interrupt programming. When required install a GM Authorized Programming Support Tool to maintain system voltage. Refer <https://www.gmdesolutions.com/> for further information. If not available, connect a fully charged 12 V jumper or booster pack disconnected from the AC voltage supply. DO NOT connect a battery charger.
 - Turn OFF or disable systems that may put a load on the vehicles battery such as; interior lights, exterior lights (including daytime running lights), HVAC, radio, etc.
 - Clear DTCs after programming is complete. Clearing powertrain DTCs will set the Inspection/Maintenance (I/M) system status indicators to NO.
 - If the Same Calibration/Software Warning is noted on the SPS Controller screen, do NOT attempt to program the module. No further action is required. Refer to the Warranty section of the bulletin and use labor operation code 9103790, Module Programming Not Required.
- Reprogram the Hybrid Powertrain Control Module 2. Refer to *Hybrid Powertrain Control Module 2 Programming and Setup* in SI.
 - With a scan tool, perform the Hybrid/EV Battery Pack Capacity Learn and follow the on-screen instructions.
 - Record SPS Warranty Claim Code on job card for warranty transaction submission.

Customer Satisfaction Program

18125 Loss of Propulsion High Voltage Battery Without Notification



Dealer Responsibility

All new, used, GM Certified Used, courtesy transportation vehicles, dealer shuttle vehicles, etc. in dealers' possession and subject to this program must be held and inspected/repaired per the service procedure of this bulletin before customers take possession of these vehicles. Involved vehicles must be held and not delivered to customers, dealer-traded, released to auction, used for demonstration, or any other purpose.

All GM Certified Used vehicles currently in the dealers' inventory within the Certified Pre-Owned Inventory System (CPOIS) will be de-certified and must be held and remedied per the service procedure in this bulletin. Upon submitting an accepted/paid warranty transaction in the Global Warranty Management (GWM) system, the vehicle can be re-certified for sale within the CPOIS system, or once again be used in the CTP program.

Dealers are to service all vehicles subject to this program at no charge to customers, regardless of mileage, age of vehicle, or ownership, through May 31, 2020. Customers who have recently purchased vehicles sold from your vehicle inventory, and for which there is no customer information indicated on the involved vehicle listing, are to be contacted by the dealer. Arrangements are to be made to make the required correction according to the instructions contained in this bulletin. A copy of the customer letter is provided in this bulletin for your use in contacting customers. Program follow-up cards should not be used for this purpose, since the customer may not as yet have received the notification letter.

In summary, whenever a vehicle subject to this program enters your vehicle inventory, or is in your facility for service through May 31, 2020, you must take the steps necessary to be sure the program correction has been made before selling or releasing the vehicle.

Dealer Reports

For dealers with involved vehicles, a listing with involved vehicles has been prepared and will be provided to U.S. and Canadian dealers through the GM GlobalConnect Recall Reports, or sent directly to export dealers. The listing may contain customer names and addresses obtained from Motor Vehicle Registration Records. The use of such motor vehicle registration data for any purpose other than follow-up necessary to complete this program is a violation of law in several states/provinces/countries. Accordingly, you are urged to limit the use of this report to the follow-up necessary to complete this program.

Courtesy Transportation – For USA & Canada

Courtesy transportation is available for customers whose vehicles are involved in a product program and still within the warranty coverage period. See General Motors Service Policies and Procedures Manual, Sections 1.4 and 6.1.10, for courtesy transportation program details.

Customer Notification

USA & Canada - General Motors will notify customers of this program on their vehicle (see copy of customer letter included with this bulletin).

Export - Letters will be sent to known owners of record located within areas covered by the US National Traffic and Motor Vehicle Safety Act. For owners outside these areas, dealers should notify customers using the attached sample letter.



Customer Satisfaction Program**18125 Loss of Propulsion High Voltage Battery Without Notification**

May 2018

This notice applies to your vehicle, **VIN:** _____

Dear General Motors Customer:

We have learned that your 2017-2018 model year Chevrolet Bolt EV vehicles may have a condition where the software will not detect the difference in the state of charge between the cell groups of the battery and over predict the indicated battery range. The current software may not provide sufficient warning prior to a battery cell low range condition, which may result in a loss of propulsion. Only certain vehicles will experience the battery low voltage cell condition.

Your satisfaction with your Chevrolet Bolt EV is very important to us, so we are announcing a program to provide additional warning if this battery low voltage cell condition occurs.

What We Will Do: Your GM dealer will reprogram the hybrid powertrain control module 2. This service will be performed for you at **no charge until May 31, 2020**. After that, any applicable warranty will apply.

What You Should Do: To limit any possible inconvenience, we recommend that you contact your dealer as soon as possible to schedule an appointment for this repair.

If you have any questions or concerns that your dealer is unable to resolve, please contact the appropriate Customer Assistance Center at the number listed below.

Division	Number	Text Telephones (TTY)
Chevrolet	1-800-222-1020	1-800-833-2438
Puerto Rico – English	1-800-496-9992	
Puerto Rico – Español	1-800-496-9993	
Virgin Islands	1-800-496-9994	

We sincerely regret any inconvenience or concern that this situation may cause you. We want you to know that we will do our best, throughout your ownership experience, to ensure that your Chevrolet Bolt EV provides you many miles of enjoyable driving.

Terry M. Inch
Executive Director
Global Connected Customer Experience

GM Recall: 18125

GLOBAL SAFETY FIELD INVESTIGATIONS
DCS4825
URGENT - DISTRIBUTE IMMEDIATELY

Date: August 15, 2018

Subject: 18125 01 - Customer Satisfaction
Loss of Propulsion High Voltage Battery Without Notification
Service Procedure Revised

Models: 2017-2018 Chevrolet Bolt EV

To: All General Motors Dealers

This bulletin has been revised to add a step in the service procedure. Please discard all copies of 18125.

END OF MESSAGE
GLOBAL SAFETY FIELD INVESTIGATIONS

Customer Satisfaction Program

17297 High Voltage Battery Pack Low Cell



Reference Number: N172104090

Release Date: August 2018

Revision: 03

Revision Description: This bulletin has been revised in the service procedure section to reflect the different VIN breakpoint possibilities. Please discard all copies of bulletin 17297-02.

Attention: This program is in effect until September 30, 2019.

Make	Model	Model Year		RPO	Description
		From	To		
Chevrolet	Bolt EV	2017	2017		
		2018	2018		

Involved vehicles are marked "open" on the Investigate Vehicle History screen in GM Global Warranty Management system. This site should always be checked to confirm vehicle involvement prior to beginning any required inspections and/or repairs.

Condition	Certain 2017-2018 model year Chevrolet Bolt EV vehicles may have a condition in which the cells within the battery pack have low voltage. This condition is related to the state of charge of the cell group. Eventually, the difference in the state of charge of the cell groups (average vs. minimum) may exceed a threshold.
Correction	Replace the high voltage battery pack.

Parts

Quantity	Part Name	Part No.
1	High Voltage Battery	24286782*
1 (If Required)	High Voltage Battery Coolant Cooler Outlet Hose	42557402
1	Drive Motor Coolant	12378390 (US) 10953456 (Canada)

Due to limited initial parts availability, Proactive Customer Outreach (US)/ Canadian Customer Care Center (Canada) will be contacting customers based on urgent priority based on stock availability to have them service their vehicle with a local dealer. Once the customer has scheduled an appointment with your dealership, please follow the instructions provided in PIC6239 - Bolt EV (BEV2) High Voltage Battery Exchange and Internal Parts Process. The process includes detailed shipping and handling requirements which must be followed without deviation.

*** The high voltage battery required for this bulletin is provided at no charge on an exchange basis and must not be submitted on the warranty transaction.**

Important: Due to limited initial parts availability, dealers are encouraged not to order recall parts for use as shelf stock.

Reminder: Parts may be removed from Retail Inventory Management (RIM). Dealers should review the affected parts to confirm RIM managed status. Parts may have quantity limiters in effect.

Warranty Information

Labor Operation	Description	Labor Time	Trans. Type	Net Item
9103343	Drive Motor Battery Replacement and Shipping Preparation (includes filling cooling system)	3.3	ZFAT	\$500*
	Add: To Replace High Voltage Battery Coolant Cooler Outlet Hose (Only Applies to Vehicles Built Prior to May 1, 2017)	0.3		

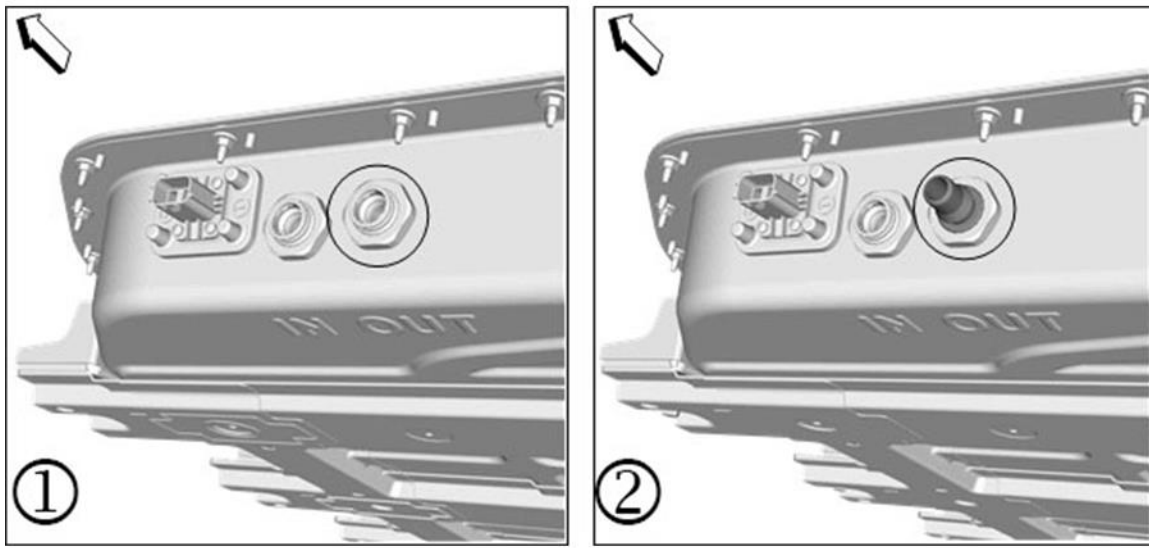
* Submit a \$500.00 administrative allowance for battery exchange. Add this amount in the appropriate Net/ Admin Allowance field when submitting the repair transaction.

Service Procedure

1. Lift the vehicle. Refer to *Lifting and Jacking the Vehicle* in SI.

Customer Satisfaction Program

17297 High Voltage Battery Pack Low Cell



5136764

2. Determine the type of battery pack fitted to your vehicle by inspecting the battery pack coolant fittings at the rear of the battery pack. The old-style battery pack (1) has two female fittings, and the new style battery pack (2) has a male and a female fitting.
3. Replace the drive motor battery. Refer to the appropriate procedure below depending on the VIN and battery pack style.
 - *Drive Motor Battery Replacement and Shipping Preparation (New Design Battery Pack in Vehicles built before 1G1FX6S06H4163254).*
 - *Drive Motor Battery Replacement and Shipping Preparation (Old Design Battery Pack in Vehicles built before 1G1FX6S06H4163254) in SI.*
 - *Drive Motor Battery Replacement and Shipping Preparation (New Design Battery Pack in Vehicles built after 1G1FX6S06H4163254).*

Dealer Responsibility

All new, used, GM Certified Used, courtesy transportation vehicles, dealer shuttle vehicles, etc. in dealers' possession and subject to this program must be held and inspected/repaired per the service procedure of this bulletin before customers take possession of these vehicles. Involved vehicles must be held and not delivered to customers, dealer-traded, released to auction, used for demonstration, or any other purpose.

All GM Certified Used vehicles currently in the dealers' inventory within the Certified Pre-Owned Inventory System (CPOIS) will be de-certified and must be held and remedied per the service procedure in this bulletin. Upon submitting an accepted/paid warranty transaction in the Global Warranty Management (GWM) system, the vehicle can be re-certified for sale within the CPOIS system, or once again be used in the CTP program.

Dealers are to service all vehicles subject to this program at no charge to customers, regardless of mileage, age of vehicle, or ownership, through September 30, 2019. Customers who have recently purchased vehicles sold from your vehicle inventory, and for which there is no customer information indicated on the involved vehicle listing, are to be contacted by the dealer. Arrangements are to be made to make the required correction according to the instructions contained in this bulletin. A copy of the customer letter is provided in this bulletin for your use in contacting customers. Program follow-up cards should not be used for this purpose, since the customer may not as yet have received the notification letter.

In summary, whenever a vehicle subject to this program enters your vehicle inventory, or is in your facility for service through September 30, 2019, you must take the steps necessary to be sure the program correction has been made before selling or releasing the vehicle.

Dealer Reports

For dealers with involved vehicles, a listing with involved vehicles has been prepared and will be provided to U.S. and Canadian dealers through the GM GlobalConnect Recall Reports, or sent directly to export dealers. The listing may contain customer names and addresses obtained from Motor Vehicle Registration Records. The use of such motor vehicle registration data for any purpose other than follow-up necessary to complete this program is a violation of law in

Customer Satisfaction Program

17297 High Voltage Battery Pack Low Cell



several states/provinces/countries. Accordingly, you are urged to limit the use of this report to the follow-up necessary to complete this program.

Courtesy Transportation – For USA & Canada

Courtesy transportation is available for customers whose vehicles are involved in a product program and still within the warranty coverage period. See General Motors Service Policies and Procedures Manual, Sections 1.4 and 6.1.10, for courtesy transportation program details.

Customer Notification

USA - General Motors will notify customers of this program on their vehicle through Proactive Customer Outreach.

Canada – General Motors will notify customers of this program on their vehicle through the Canadian Customer Care Center (CCC).

GM bulletins are intended for use by professional technicians, NOT a "do-it-yourselfer". They are written to inform these technicians of conditions that may occur on some vehicles, or to provide information that could assist in the proper service of a vehicle. Properly trained technicians have the tools, equipment, safety instructions, and know-how to do a job properly and safely. If a condition is described, DO NOT assume that the bulletin applies to your vehicle, or that your vehicle will have that condition. See your dealer for information on whether your vehicle may benefit from the information.



**We Support
Voluntary Technician
Certification**

GLOBAL SAFETY FIELD INVESTIGATIONS
DCS4830
URGENT - DISTRIBUTE IMMEDIATELY

Date: August 27, 2018

Subject: 17297 03 - Customer Satisfaction Program (US & Canada Only)
High Voltage Battery Pack Low Cell
Revised Service Procedure

Models: 2017-2018 Chevrolet Bolt EV

To: All General Motors Dealers

This bulletin has been revised in the service procedure section to reflect the different VIN breakpoint possibilities. Please discard all copies of bulletin

17297-02.

Customer Notification

General Motors will continue to notify customers of this program on their vehicle through Proactive Customer Outreach.

END OF MESSAGE

GLOBAL SAFETY FIELD INVESTIGATIONS



Bulletin No.: PIC6252B
Published date: 11/15/2018

Preliminary Information

PIC6252B Bolt EV, Drive Motor Battery Charger (OBCM)

Models

Brand:	Model:	Model Years:	VIN:		Engine:	Transmissions:
			from	to		
Chevrolet	Bolt EV	2017 - 2019	SOP	END	All	MMF

Involved Region or Country	North America
Condition	As part of our ongoing quality improvement process, the T18 Battery Charger (OBCM) for the Chevrolet Bolt EV is on restriction through the GM TAC (Technical Assistance Center) as of December 15, 2016
Cause	N/A

- 1) Please have a certified Volt technician follow the procedures below prior to contacting TAC.
- IMPORTANT Note: Do NOT erase DTC's in any of the modules (especially on intermittent concerns) and do NOT attempt to reprogram software!**
- 2) Please complete the customer questions below with as much information as possible and as accurately as possible so that it can be emailed to TAC.
- 3) Check and record all diagnostic codes in all modules on the vehicle.
- 4) Be sure to record what module the DTC came from and any symptom codes associated with the DTCs (see latest version of bulletin [10-07-30-002](#) for snapshot information).
- 5) Please save the DTC captured data for later use.
- 6) Description of the concern (both customer and technician).
- 7) Charging at 110V vs 240V?
- 8) OEM cord set, wall station, or aftermarket equipment? If aftermarket supplier, include make and model number.
- 9) Location (residential or public charge station, generator, other)?
- 10) HPCM 2 software level
- 11) Once the above information has been obtained, please review all PI and TSB information as well as all available S.I. diagnostics.
- 12) If diagnostics lead to OBCM replacement, contact TAC @ 877-446-8227 (U.S.) or in Canada 1-800-263-7740 (English) or 1-800-263-7960 (French) to review case details. Please have as much stored DTC and snapshot information as possible prior to contacting TAC.
- 13) If it is determined that component replacement is needed after reviewing the diagnosis, TAC will arrange for ordering of the new component and request that it be shipped overnight.
- NOTE: When this occurs, record the last 9 digits of the TAC case # to be used by the parts department (in conjunction with the part #) as the CONTROL NUMBER to track shipment of the part. It is not necessary to call TAC for part tracking information.**

Parts Information

Description	Part Number	QTY
T18, Drive Motor Battery Charger (OBCM)	24290152 FSU 24292668	1

Warranty Information

Labor Operation	Description	Labor Time
5040210	Drive Motor Battery Charger Replacement	Use Published Labor Operation Time

Version History

Version	3
Modified	01/23/2017 - Created on 10/12/2017- Updated Model Years and Part Number 11/15/2018 - Updated Model Years and Part Number



GLOBAL SAFETY FIELD INVESTIGATIONS
DCS5009
URGENT - DISTRIBUTE IMMEDIATELY

Date: March 28, 2019

Subject: 17297-04 - Customer Satisfaction Program (US & Canada Only)
High Voltage Battery Pack Low Cell
Revised Service Procedure, Warranty Information and Parts list

Models: 2017-2018 Chevrolet Bolt EV

To: All General Motors Dealers

This bulletin has been revised to update the parts information, labor time and service procedure. Please discard all copies of bulletin 17297-03.

Customer Notification

General Motors will continue to notify customers of this program on their vehicle through Proactive Customer Outreach.

END OF MESSAGE
GLOBAL SAFETY FIELD INVESTIGATIONS

Customer Satisfaction Program

17297 High Voltage Battery Pack Low Cell



Reference Number: N172104090

Release Date: March 2019

Revision: 04

Revision Description: This bulletin has been revised to update the parts information, labor time and service procedure. Please discard all copies of bulletin 17297-03.

Attention: This program is in effect until September 30, 2019.

Make	Model	Model Year		RPO	Description
		From	To		
Chevrolet	Bolt EV	2017	2017		
		2018	2018		

Involved vehicles are marked "open" on the Investigate Vehicle History screen in GM Global Warranty Management system. This site should always be checked to confirm vehicle involvement prior to beginning any required inspections and/or repairs.

Condition	Certain 2017-2018 model year Chevrolet Bolt EV vehicles may have a condition in which the cells within the battery pack have low voltage. This condition is related to the state of charge of the cell group. Eventually, the difference in the state of charge of the cell groups (average vs. minimum) may exceed a threshold.
Correction	Replace the appropriate cell battery module.

Parts

Quantity	Part Name	Part No.
1	High Voltage Battery	24286782
1 (If Required)	High Voltage Battery Coolant Cooler Outlet Hose	42557402
1	Pad-Cell Battery (Use with Cell Replacement Only)	24282825
1	Pad-Cell Battery (Use with Cell Replacement Only)	24282830
1	Module Asm.- Cell Battery (Row 2)	24291234
1	Module Asm.- Cell Battery (Row 4)	24291236
1	Module Asm.- Cell Battery (Row 5)	24291238
1	Module Asm.- Cell Battery (Row 1 and 3)	24291232
1	Drive Motor Coolant	12378390 (US) 10953456 (Canada)

Due to limited initial parts availability, Proactive Customer Outreach (US) / Canadian Customer Care Center (Canada) will be contacting customers to have them service their vehicle with a local dealer. Once the vehicle has arrived, please follow the instructions provided in 18-NA-236 - High Voltage Lithium-Ion Battery Section and Small Pack Exchange Procedure. The process includes detailed shipping and handling requirements which must be followed without deviation.

NOTE: Each battery section order is custom tailored to the vehicle by the GM battery service center.

The high voltage battery or cell component(s) required for this bulletin are provided at no charge on an exchange basis and must not be submitted on the warranty transaction. High voltage battery replacement or individual battery cell replacement direction will be given to dealers by GM TAC.

Important: Due to limited initial parts availability, dealers are encouraged not to order recall parts for use as shelf stock.

Reminder: Parts may be removed from Retail Inventory Management (RIM). Dealers should review the affected parts to confirm RIM managed status. Parts may have quantity limiters in effect.

Customer Satisfaction Program

17297 High Voltage Battery Pack Low Cell



Warranty Information

Labor Operation	Description	Labor Time	Trans. Type	Net Item
9104355	Cell Battery Module Replacement	-	ZFAT	\$250*
	Row 1	5.0		
	Row 2	4.8		
	Row 3	4.9		
	Row 4	5.9		
	Row 5	5.2		
	ADD: Perform Rechargeable Energy Storage System Smoke Test	0.4		
9103343	Drive Motor Battery Replacement and Shipping Preparation (includes filling cooling system)	3.3	ZFAT	\$500*
	Add: To Replace High Voltage Battery Coolant Cooler Outlet Hose (Only Applies to Vehicles Built Prior to May 1, 2017)	0.3		

* Submit a \$500.00 administrative allowance for **battery** exchange. Submit a \$250.00 administrative allowance for **battery section** exchange. Add this amount in the appropriate Net/ Admin Allowance field when submitting the repair transaction.

Service Procedure

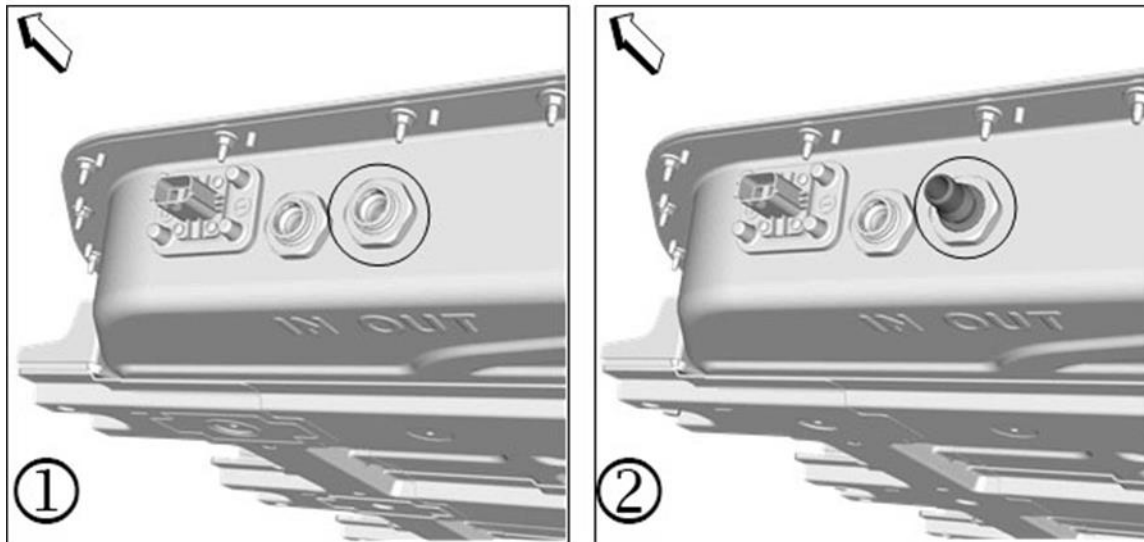
- Use GS2 to view the following data screens while connected to the vehicle:
 - From Module Diagnostics, select Hybrid Powertrain Control Module 2.
 - Data Display Folder
 - Data Display Icon
 - Voltage Data
 - From Module Diagnostics, select (K16) Battery Energy Module Control.
 - Data Display Icon
 - Voltage Data 1
 - Voltage Data 2
 - Voltage Data 3
 - From Identification Information Folder, select the Identification Information Icon.
- Start a GM TAC case for the vehicle. Email the GDS2 session log from the vehicle to GM TAC. Refer to PIP4902L for assistance in creating and emailing a session log.
- TAC will compare the data from the session log with historical OnStar data and advise which battery section to replace. In some cases, TAC may advise that the entire pack should be replaced due to multiple cells with low voltage.
- Replace the identified cell battery module. Refer to *Cell Battery Module Replacement* (Row 1-5) in SI.

Customer Satisfaction Program

17297 High Voltage Battery Pack Low Cell



For Battery Replacements Directed by GM TAC only



5136764

1. Determine the type of battery pack fitted to your vehicle by inspecting the battery pack coolant fittings at the rear of the battery pack. The old-style battery pack (1) has two female fittings, and the new style battery pack (2) has a male and a female fitting.
2. Replace the drive motor battery. Refer to the appropriate procedure below depending on the VIN and battery pack style.
 - *Drive Motor Battery Replacement and Shipping Preparation (New Design Battery Pack in Vehicles built before 1G1FX6S06H4163254).*
 - *Drive Motor Battery Replacement and Shipping Preparation (Old Design Battery Pack in Vehicles built before 1G1FX6S06H4163254) in SI.*
 - *Drive Motor Battery Replacement and Shipping Preparation (New Design Battery Pack in Vehicles built after 1G1FX6S06H4163254).*

Dealer Responsibility

All new, used, GM Certified Used, courtesy transportation vehicles, dealer shuttle vehicles, etc. in dealers' possession and subject to this program must be held and inspected/repaired per the service procedure of this bulletin before customers take possession of these vehicles. Involved vehicles must be held and not delivered to customers, dealer-traded, released to auction, used for demonstration, or any other purpose.

All GM Certified Used vehicles currently in the dealers' inventory within the Certified Pre-Owned Inventory System (CPOIS) will be de-certified and must be held and remedied per the service procedure in this bulletin. Upon submitting an accepted/paid warranty transaction in the Global Warranty Management (GWM) system, the vehicle can be re-certified for sale within the CPOIS system, or once again be used in the CTP program.

Dealers are to service all vehicles subject to this program at no charge to customers, regardless of mileage, age of vehicle, or ownership, through September 30, 2019. Customers who have recently purchased vehicles sold from your vehicle inventory, and for which there is no customer information indicated on the involved vehicle listing, are to be contacted by the dealer. Arrangements are to be made to make the required correction according to the instructions contained in this bulletin. A copy of the customer letter is provided in this bulletin for your use in contacting customers. Program follow-up cards should not be used for this purpose, since the customer may not as yet have received the notification letter.

In summary, whenever a vehicle subject to this program enters your vehicle inventory, or is in your facility for service through September 30, 2019, you must take the steps necessary to be sure the program correction has been made before selling or releasing the vehicle.

Customer Satisfaction Program

17297 High Voltage Battery Pack Low Cell



Dealer Reports

For dealers with involved vehicles, a listing with involved vehicles has been prepared and will be provided to U.S. and Canadian dealers through the GM GlobalConnect Recall Reports or sent directly to export dealers. The listing may contain customer names and addresses obtained from Motor Vehicle Registration Records. The use of such motor vehicle registration data for any purpose other than follow-up necessary to complete this program is a violation of law in several states/provinces/countries. Accordingly, you are urged to limit the use of this report to the follow-up necessary to complete this program.

Courtesy Transportation – For USA & Canada

Courtesy transportation is available for customers whose vehicles are involved in a product program and still within the warranty coverage period. See General Motors Service Policies and Procedures Manual, Sections 1.4 and 6.1.10, for courtesy transportation program details.

Customer Notification

USA - General Motors will notify customers of this program on their vehicle through Proactive Customer Outreach.

Canada – General Motors will notify customers of this program on their vehicle through the Canadian Customer Care Center (CCC).

GM bulletins are intended for use by professional technicians, NOT a "do-it-yourselfer". They are written to inform these technicians of conditions that may occur on some vehicles, or to provide information that could assist in the proper service of a vehicle. Properly trained technicians have the tools, equipment, safety instructions, and know-how to do a job properly and safely. If a condition is described, DO NOT assume that the bulletin applies to your vehicle, or that your vehicle will have that condition. See your dealer for information on whether your vehicle may benefit from the information.



**We Support
Voluntary Technician
Certification**



Service Bulletin

Bulletin No.: 19-NA-102

Date: May, 2019

TECHNICAL

Subject: Loss of Propulsion - DTC P1AEE Set

Brand:	Model:	Model Year:		VIN:		Engine:	Electric Drive Unit:
		from	to	from	to		
Chevrolet	Bolt EV	2017	2018				1ET25 (MMF)
Opel / Vauxhall	Ampera-e						

Involved Region or Country	North America, Korea, Europe, Middle East
Condition	<p>Some customers may comment that the vehicle lost propulsion.</p> <p>⇒ The vehicle may drive normally again after the vehicle has been turned off for a period of time.</p> <p>Some technicians may find DTC P1AEE (Drive Motor 1 Control Module Hybrid/EV Battery System Voltage High Voltage) stored in History in the Hybrid/EV Powertrain Control Module (HPCM).</p>
Cause	<p>This condition may be caused by the HPCM 2, which may have experienced a software running reset.</p> <p>⇒ This causes the battery contactor to open while driving, causing an over-voltage condition detected in the HPCM, which sets the P1AEE.</p> <p>⇒ The HPCM 2 does not self-diagnose this condition.</p>
Correction	Upon verifying the code has set, replace the K114B - Hybrid/EV Powertrain Control Module 2.

Service Procedure

Refer to *Hybrid Powertrain Control Module 2 Replacement* in SI.

Warranty Information

For vehicles repaired under warranty, use:

Labor Operation	Description	Labor Time
5410140	Hybrid Powertrain Control Module 2 Replacement	Use Published Labor Operation Time

Version	1
Modified	Released May 08, 2019

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WE SUPPORT VOLUNTARY
TECHNICIAN
CERTIFICATION



Service Bulletin

Bulletin No.: 18-NA-225

Date: August, 2019

TECHNICAL

Subject: No Propulsion – MIL Illuminated with One or More Following DTCs P0ABC, P0AFA, P1AE6, P0D26, P0C78, P0ABB Set

Brand:	Model:	Model Year:		Build Date Breakpoint:		Engine:	Transmission:
		from	to	from	to		
Chevrolet	Bolt EV	2017	2019	—		—	—

Involved Region or Country	North America, South Korea, Middle East
Condition	Some customers may comment on a loss of propulsion with the Malfunction Indicator Lamp (MIL) illuminated.
Cause	<p>The Drive Motor Battery High Voltage Manual Disconnect Lever contains a fuse that may have failed open. The technician may find one or more of the following DTCs set in the Hybrid/EV Powertrain Control Module 2:</p> <ul style="list-style-type: none"> • DTC P0ABC Hybrid/EV Battery Voltage Sensor Circuit Low Voltage • DTC P0AFA Hybrid/EV Battery System Voltage Low Voltage • DTC P1AE6 Battery Energy Control Module Hybrid/EV Battery Voltage Isolation Sensor Circuit • DTC P0C78 Hybrid/EV Battery System Precharge Time Too Long • DTC P0ABB Hybrid/EV Battery Voltage Sensor Performance • DTC P0D26 Battery Charger System Precharge Time Too Long
Correction	Perform the Service Procedure.

Service Procedure

Danger: Always perform the High Voltage Disabling procedure prior to servicing any High Voltage component or connection. Personal Protection Equipment (PPE) and proper procedures must be followed.

The High Voltage Disabling procedure includes the following steps:

- Identify how to disable high voltage.
- Identify how to test for the presence of high voltage.
- Identify condition under which high voltage is always present and personal protection equipment (PPE) and proper procedures must be followed.

Before working on any high voltage system, be sure to wear the following Personal Protection Equipment:

- Safety glasses with appropriate side shields when within 15 meters (50 feet) of the vehicle, either indoors or outdoors.
- Certified and up-to-date Class "0" Insulation gloves rated at 1000V with leather protectors.
 - Visually and functionally inspect the gloves before use.
 - Wear the Insulation gloves with leather protectors at all times when working with the high voltage battery assembly, whether the system is energized or not.

Failure to follow the procedures may result in serious injury or death.

Drive Motor Battery High Voltage Manual Disconnect Lever Replacement

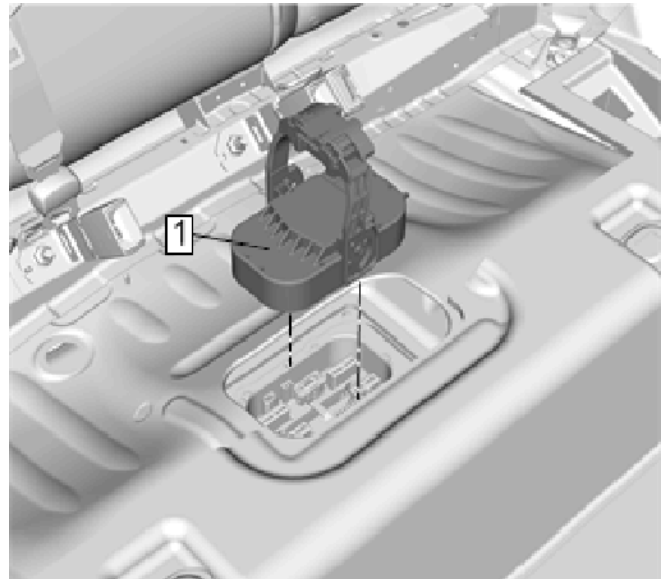
Important: The Drive Motor Battery High Voltage Manual Disconnect Lever is also known as the S15 Manual Service Disconnect (MSD).

1. Place the vehicle in Service Mode.
2. Verify that one or more of the following DTCs are set: DTC P0ABC, P0AFA, P1AE6, P0C78, P0ABB or P0D26. Refer to **Diagnostic System Check - Vehicle** in SI.
 - ⇒ If DTC P0ABC, P0AFA, P1AE6, P0C78, P0ABB or P0D26 are set, Go to Step 3.
 - ⇒ If any other DTCs are set, Go to **Diagnostic Trouble Code (DTC) List - Vehicle** in SI.
3. Vehicle OFF.
4. Disable the high voltage at the A4 Hybrid/EV Battery Pack. Refer to **High Voltage Disabling** in SI.
5. Remove the rear seat cushion. Refer to **Rear Seat Cushion Removal and Installation** in SI.

6. Verify that the S15 Manual Service Disconnect is installed completely, the lever is fully seated and the CPA is secure. Refer to **Drive Motor Battery High Voltage Manual Disconnect Lever Replacement** in SI.

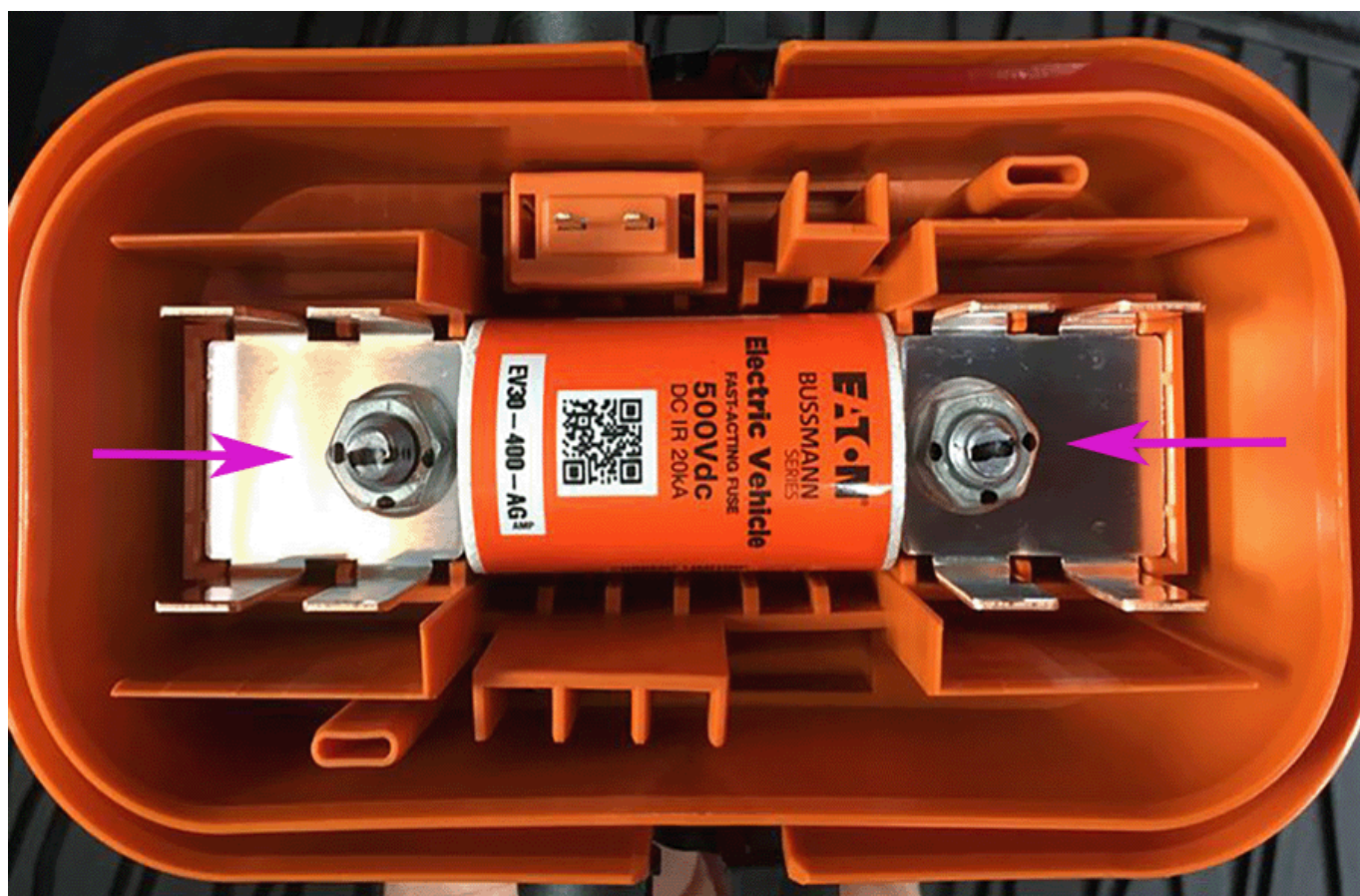
⇒ If the S15 Manual Service Disconnect is installed properly, Go to Step 7.

⇒ If the S15 Manual Service Disconnect is not installed properly, correct the condition as needed.



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7. Remove the S15 Manual Service Disconnect (1).



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8. Test for less than 10 Ω across the S15 Manual Service Disconnect fuse terminals (the flat blades at each end). Refer to **Testing for Continuity** in SI.

⇒ If the resistance measurement is 10 Ω or greater, replace the S15 Manual Service Disconnect.

9. Install the rear seat cushion.

Notice: Performing the Clear Secured High Voltage DTCs procedure is part of the High Voltage Enabling procedure.

10. Enable the high voltage system. Refer to **High Voltage Enabling** in SI.

11. Upon completion of the Drive Motor Battery High Voltage Manual Disconnect Lever Replacement, perform the **Diagnostic Repair Verification** in SI.

Warranty Information

For vehicles repaired under warranty, use:

Labor Operation	Description	Labor Time
5030310	Drive Motor Battery High Voltage Manual Disconnect Lever Replacement	Use Published Labor Operation Time

Version Information

Version	2
Modified	Released July 10, 2018 August 08, 2019 – Added all of MY2017 and added MY2018-2019 vehicles and removed the Build Date Breakpoint Information stating: from MY2017 SORP to August 31, 2017.

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WE SUPPORT VOLUNTARY
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Service Bulletin

Bulletin No.: 17-NA-341

Date: March, 2020

TECHNICAL

Subject: 120V Portable Charge Cord is Inoperative or Charges Vehicle Intermittently

Brand:	Models:	Model Year:		VIN:		Propulsion:	Transmission:
		from	to	from	to		
Cadillac	CT6 Plug-In	2017	2018	All	All	Hybrid Electric	
Chevrolet	Volt	2016	2019			Hybrid Electric	
Chevrolet	Bolt EV	2017	2020			Electric Vehicle	

Involved Region or Country	United States and Canada
Condition	Some customers may comment that the 120V portable charge cord does not work or that the vehicle does not charge completely or may charge intermittently.
Cause	The cause of the condition may be that the customer's power outlet is faulty.
Correction	Test the 120V Portable Charge Cord.

Service Procedure

Danger: Improper use of portable electric vehicle charge cords may cause a fire, electrical shock, or burns, and may result in damage to property, serious injury, or death.

- " Do not use extension cords, multi-outlet power strips, splitters, grounding adaptors, surge protectors, or similar devices.
- " Do not use an electrical outlet that is worn or damaged, or will not hold the plug firmly in place.
- " Do not use an electrical outlet that is not properly grounded.
- " Do not use an electrical outlet that is on a circuit with other electrical loads.

Warning: When using electric products, basic precautions should always be followed, including the following:

- " Read all the safety warnings and instructions before using this product. Failure to follow the warnings and the instructions may result in electric shock, fire, and/or serious injury.
- " Never leave children unattended near the vehicle while the vehicle is charging and never allow children to play with the charge cord.
- " If the plug provided does not fit the electrical outlet, do not modify the plug. Arrange for a qualified electrician to inspect the electrical outlet.
- " Do not put fingers into the electric vehicle connector.

It is imperative that when the Service Technician attempts to verify the customer concern, it is done so using a **known good dedicated power outlet** at their facility. This is critical in order to determine if the issue is with the 120V portable charge cord, the vehicle, or it is within the charging infrastructure (power outlet) that the Customer uses.

1. Perform the Diagnostic System Check - Vehicle prior to using this diagnostic procedure.
 - ⇒ If any DTCs are set, go to Diagnostic Trouble Code (DTC) List - Vehicle in SI.
 - ⇒ If no DTCs are set, go to Step 2.
2. Visually inspect the 120V portable charge cord for any damage, overheating at the power outlet plug terminals/prongs, a defect in workmanship or possible customer abuse.

Possible abuse issues to inspect for would be trapping and crimping the 120V portable charge cord in a car door, a damaged cord power outlet plug such as missing or bent terminals/prongs or driving over the body of the cord set. If any damage is noted, attempt to determine if the damage is from customer abuse or a defect in workmanship.

 - ⇒ If damage is determined to be from abuse, advise the Customer that it is not covered by warranty.
 - ⇒ If damage is from workmanship, replace the 120V Portable Charge Cord.
 - ⇒ If there is no damage, go to Step 3.



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			Ready to charge Prêt pour le chargement Listo para cargar
			Electrical outlet/plug overheated Surchauffe de la prise/fiche électrique Tomacorriente/enchufe eléctrico sobrecalentado
			System not properly grounded Pas de liaison correcte du système à la masse Sistema no conectado a tierra adecuadamente
			Vehicle fault detected Défaut du véhicule détecté Se detectó falla de vehículo
			Charge cord fault detected Défaut du cordon de chargement détecté Se detectó falla del cable de carga

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3. Using a known good quality dedicated power outlet with nothing else on the circuit, plug in the 120V portable charge cord. Plug in the 120V portable charge cord to the Vehicle Receptacle in the Customer's vehicle. After plugging in the charge cord, it will perform a quick self test. Compare the 120V portable charge cord status lights to the status lights on the Table.
 - ⇒ If the status lights indicate ready to charge, go to Step 4.
 - ⇒ If a vehicle fault is detected, refer to SI.
 - ⇒ If a charge cord fault is detected, replace the 120V Portable Charge Cord. Record the light status and red blink pattern on the repair order.
4. Charge the vehicle for 5 minutes.
 - ⇒ If the vehicle charges for 5 minutes without interruption, return the 120V portable charge cord and vehicle to the customer. Ask the Customer if they can provide a short video of the 120V portable charge cord status lights and the dash charging status light when the problem occurs.

Notice: It is suspected that a majority of no-charge events will be due to the electrical outlet/plug being overheated which is the responsibility of the owner. If the customer states that the charging starts fine and over the period of the charging cycle it stops charging, it may be due to the wall outlet overheating as shown by a flashing green light with a solid red light. Please refer to all cautions and warnings on the charge cord. If the charge cord is suspected to be faulting due to temperature, the

customer's wall power outlet must be inspected and replaced by a qualified licensed electrical technician.

Battery Charging

Caution: Do not use portable or stationary backup generating equipment to charge the vehicle. This may cause damage to the vehicle's charging system. Only charge the vehicle from utility supplied power.

The 120V portable charge cord requires a minimum circuit capacity of 120 volts and 15 amps.

Warranty Information

For vehicles repaired under the Bumper-to-Bumper coverage (Canada Base Warranty coverage), use the following labor operation. Reference the Applicable Warranties section of Investigate Vehicle History (IVH) for coverage information.

Labor Operation	Description	Labor Time
5080198*	Charge Cord Replacement Avoidance Due to Customer Power Outlet Problem	0.3 hr
5040230	Drive Motor Battery Charger Cable Replacement	Use Published Labor Operation Time
*This is a unique Labor Operation for bulletin use only.		

Version	3
Modified	Released October 27, 2017 October 05, 2018 Added the 2019 Model Year to the Bolt EV and Volt. March 02, 2020 Added the 2020 Model Year to the Bolt EV.

