

IN THE DISTRICT COURT OF  
LANCASTER COUNTY, NEBRASKA

STATE OF NEBRASKA *ex rel.*  
MICHAEL T. HILGERS,  
Attorney General,

*Plaintiff,*

v.

GENERAL MOTORS LLC, and  
ONSTAR LLC,

*Defendants.*

Case No. CI 25-\_\_\_\_\_

**COMPLAINT**

The State of Nebraska, *ex rel.* Michael T. Hilgers, Nebraska Attorney General, by and through the undersigned attorneys (“Attorney General,” “State of Nebraska,” or “State”) brings this action against Defendants General Motors LLC (“General Motors”) and OnStar LLC (“OnStar”) (collectively, “GM”) for violations of the Consumer Protection Act, Neb. Rev. Stat. § 59-1601 et seq. (“CPA”) and the Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-301 et seq. (“UDTPA”). GM has been collecting, processing, and selling vehicle usage data through vehicles sold in Nebraska without consumer knowledge or consent. As a result, thousands of Nebraskans have been driving GM vehicles that, unknown to them, surveil and track their vehicle usage data, which GM then sells for profit. The Attorney General seeks to protect Nebraskans from this unlawful surveillance and use of their intimate driving data, and to hold GM accountable for this conduct. In support thereof, the Attorney General alleges the following:

## INTRODUCTION

1. Nebraska law requires companies to be honest with consumers about how their products and services collect, use, and sell customer data. GM violated that fundamental duty to deal honestly in Nebraska by selling vehicles designed to surveil and track consumers' use of GM vehicles for the purpose of profiting off the invasion of privacy of unsuspecting vehicle owners.

2. For years, GM deceptively collected and sold customers' data without their knowledge or consent in Nebraska. That data included numerous datapoints regarding customers' driving habits and operation of their GM vehicles ("Driving Data"). Since at least 2015, GM has outfitted its vehicles with telematics technology that collects, records, analyzes, and transmits highly specific data regarding drivers' vehicle usage. GM then unlawfully processed and sold the private data of its customers, without their informed consent, making millions of dollars in the process.

3. And the third parties who bought that data then used it adversely against GM's customers by, for example, denying them insurance coverage or raising their insurance rates. All without the customers agreeing to this surreptitious, unlawful use of their data.

4. GM collected and sold Driving Data from over 14 million vehicles, including many thousands of which belonged to Nebraskans. That data included the date, start time, end time, vehicle speed, driver and passenger seatbelt status, and distance driven in each instance of a consumer using his or her GM vehicle. The data also included information about consumers' use of other GM products, like GM's mobile apps.

5. GM then entered into agreements with third-party companies requiring them to create "telematics exchanges"—databases housing the collected Driving Data. Under the agreements, the third parties could then use that data to calculate and assign a "Driving Score"

personally identifiable for each GM customer using risk factors developed by GM. Risk factors GM considered negative included late-night driving, driver and passenger seatbelt status, and instances of sharp turns, hard braking, hard acceleration, and driving over eighty miles per hour.

6. GM also required these third parties to sell car insurance companies access to the telematics exchanges. After buying access, these insurers could access the Driving Scores of more than sixteen million drivers of GM vehicles. Those insurers then used the Driving Scores and related data to make decisions about consumers' insurance, including increasing insurance premiums, canceling existing insureds' coverage, or denying coverage entirely.

7. GM reaped substantial financial benefits by collecting and selling its customers' Driving Data. GM earned millions of dollars in lump sum payments from the third parties, royalty payments based on telematics exchange licenses sold to insurers, and annual guaranteed payments if GM sold the Driving Data of a certain number of newly sold GM vehicles.

8. GM told the third-party companies that vehicle purchasers had consented to the collection, sale, and use of their data. But that was not true. Instead, GM employed deceptive, unconscionable, and unlawful tactics to enroll its customers in its data collection programs—OnStar products like Connected Vehicle Services, the OnStar Guardian App, and GM mobile apps myChevrolet, myGMC, myBuick, and myCadillac.

9. GM's deceptive and unlawful tactics included overwhelming and misleading vehicle purchasers (or lessees) with pages of deceptive, inconspicuous, and materially misleading disclosures about OnStar products, including product descriptions and privacy policies that failed to adequately disclose how GM would use its customers' Driving Data.

10. GM then presented customers' agreement to those disclosures as a necessary component of the car-buying process. If purchasers tried to decline, they were met with ominous and inaccurate warnings that key safety features of the vehicle they had just purchased would become inoperative. In some instances, car dealership employees merely enrolled customers in GM's programs without their knowledge and consent, because GM incentivized those employees to do so.

11. GM's privacy disclosures were both confusing and misleading, and never disclosed that GM planned to collect Driving Data and then appropriate that data for its own financial benefit. Instead, they touted the "customer benefits" of the GM products and implied that GM would collect Driving Data primarily to improve the safety, functionality, and operability of vehicles and the products offered by GM and its partners.

12. But GM never disclosed that it would sell customers' Driving Data; that it would do so pursuant to agreements with third parties to make that data available to those parties and insurers; or that the data would be used to create Driving Scores that would later be sold to insurers and used to GM customers' detriment.

13. The State of Nebraska brings this action against GM under the Nebraska Uniform Deceptive Practices Act, Neb. Rev. Stat. § 87-301 *et seq.*, and the Nebraska Consumer Protection Act, Neb. Rev. Stat. § 59-1601 *et seq.* to protect the public, end these unlawful practices, and hold GM accountable for its unlawful, deceptive, and misleading conduct.

### **PUBLIC INTEREST**

14. This action is brought by the Nebraska Attorney General's Office in the name of the State of Nebraska on behalf of the public interest of the citizens of Nebraska pursuant to the CPA, the UDTPA, and the statutory and common law authority, powers, and duties of the Attorney General.

## **PARTIES**

15. Plaintiff is the State of Nebraska ex rel. Michael T. Hilgers, Attorney General. The Attorney General, as Nebraska's Chief Law Enforcement Officer, is authorized to enforce the Uniform Deceptive Trade Practices Act and the Consumer Protection Act under Neb. Rev. Stat. §§ 59-1608(1), 59-1614, 87-303.05(1), and 87-303.11.

16. In addition to that express statutory authority, the Attorney General also has standing to bring an action in the name of the State when—as here—the object of that action is a suit to vindicate the public interest. *See State ex rel. Meyer v. Peters*, 199 N.W.2d 738, 739–41 (Neb. 1972); *State v. Pac. Express Co.*, 115 N.W. 619, 620–23 (Neb. 1908).

17. Defendant General Motors LLC is a Delaware limited liability company headquartered in Detroit, Michigan. General Motors is a multinational automotive manufacturer that owns four automotive brands: Buick, Cadillac, Chevrolet, and GMC. At the time of the filing of this complaint, General Motors's agent for service of process in Nebraska is the Corporation Services Company (CSC), 233 South 13th Street, Suite 1900, Lincoln, Nebraska 68508.

18. Defendant OnStar LLC is a Delaware limited liability company headquartered in Detroit, Michigan. OnStar is a subsidiary of General Motors. OnStar offers subscription-based communications, in-vehicle security, emergency services, turn-by-turn navigation, and remote diagnostics systems throughout the United States. At the time of the filing of this complaint, OnStar's agent for service of process in Nebraska is the Corporation Services Company (CSC), 233 South 13th Street, Suite 1900, Lincoln, Nebraska 68508.

## **JURISDICTION AND VENUE**

19. At all times relevant to this Complaint, Defendants were in trade and commerce affecting Nebraska consumers and consumers

transacting in Nebraska. Defendants were also in possession and/or had control over Driving Data of Nebraska residents.

20. This Court has personal jurisdiction over Defendants because the conduct and injuries from which the Complaint arose took place in Nebraska, harmed Nebraskans, and specifically targeted Nebraskans.

21. This Court has jurisdiction over this action under Neb. Rev. Stat. §§ 87-303.05(1), 87-303.11, and 59-1608.01 because GM has engaged in deceptive, unconscionable, and unfair acts or practices in Nebraska. GM has 54 dealers in Nebraska and delivered 18,848 vehicles to the state in 2023.

22. Venue is proper in this Court because GM is registered with the State of Nebraska as a Foreign LLC and conducts business in Lancaster County. Neb. Rev. Stat. §§ 25-403.01(1) (providing that an action may be brought “in the county where any defendant resides”), 25-403.02(4) (providing that a “foreign limited liability company authorized to transact business in this state is a resident of any county in which it . . . is doing business”).

### **FACTUAL ALLEGATIONS**

23. GM is one of the world’s largest automobile manufacturers. In 2024, GM sold 2.7 million vehicles in the United States, and estimated its domestic market share to be 16.5%.

24. In 2023, GM had 16 employees in Nebraska; did business with 19 Nebraska suppliers; had 54 Nebraska car dealerships; and delivered 18,848 vehicles to the state, including in Lancaster County. GM’s agreements with its car dealerships authorizes those dealerships to advertise, offer, and sell GM’s products and services, including subscription-based products.

25. In 2005, GM began partnering with car insurance companies to create usage-based insurance plans. Under those plans, customers would receive a discount if they engaged in “good” driving behavior as determined by an insurer-provided device that monitored vehicle Driving Data.

26. But over time those devices became unnecessary. GM began equipping its vehicles with native telematics systems that could collect Driving Data; thus, GM vehicles could monitor and collect data without insurer-provided devices.

27. These telematics systems are composed of both hardware and software. The hardware component includes internal and external cameras, sensors (such as seat and seatbelt sensors), speakers, and microphones. The software component is produced by OnStar and has been installed in almost all new GM vehicles since 2015.

28. GM used its vehicles’ telematics systems (and GM mobile apps) to collect the data of its Nebraska customers. Unlike prior insurance-provided telematics devices, which required affirmative installation by drivers and rewarded good driving, the telematics systems in GM’s vehicles allowed it to unilaterally collect the Driving Data of its unknowing customers, analyze it, and sell it to parties that subsequently punished drivers for their perceived “bad” driving.

29. GM collected and sold an enormous amount of Driving Data from these telematics systems, including:

- (a) synthetic key;
- (b) trip ID;
- (c) element timestamp;
- (d) event code;
- (e) element code;
- (f) element value;

- (g) obsolete GPS data indicator;
- (h) current speed;
- (i) current speed validity indicator;
- (j) GPS direction;
- (k) driver seat belt status;
- (l) GPS estimated horizontal positioning error;
- (m) GPS elevation;
- (n) engine idle run time total supported indicator;
- (o) engine idle run time total;
- (p) engine PTO active run time total;
- (q) engine run total supported indicator;
- (r) engine PTO active total run time supported indicator;
- (s) engine run time total;
- (t) total fuel used;
- (u) GPS time;
- (V) GPS latitude coordinate;
- (w) lifetime energy used;
- (x) GPS longitude coordinate;
- (y) location time offset;
- (z) odometer reading;
- (aa) speed rate of change;
- (bb) speed rate of change positive indicator;
- (cc) vehicle ignition system power mode;
- (dd) driver seatbelt latched;
- (ee) hard acceleration occurs;



- (ff) hard brake occurs;
- (gg) ignition off;
- (hh) ignition on;
- (ii) speed over 80 miles per hour; and
- (jj) speed under 80 miles per hour.

**I. GM aggressively sought to enroll customers in its products so it could harvest and sell their data.**

30. GM made an aggressive, concerted effort to enroll purchasers of 2015 model year or newer vehicles into GM products that would collect customers' Driving Data, including (a) "Connected Vehicle Services," which GM uses as a catch-all term to describe the features it can enable using a vehicle's telematics system; (b) GM's mobile apps; and (c) the OnStar Guardian App.

31. The specific functions of these products varied, but the products shared a common thread: Enrollment meant that GM would collect and sell customers' Driving Data to other companies, including insurers, even though GM had not provided clear and truthful disclosures and customers had not provided informed consent.

**a. Connected Vehicle Services.**

32. GM marketed Connected Vehicle Services as giving customers "better drives," "better entertainment," "better safety," and "better control." GM offered Connected Vehicle Services through several different subscription plans. While the subscription plans offered varied, as of 2018, they were: (a) Connected Access for no charge; (b) Remote Access for \$14.99 per month; (c) Safety & Security for \$24.99 per month; (d) Remote Access + Safety & Security for \$34.99 per month; (e) Unlimited Access for \$39.99 per month; and (f) Unlimited Access + Safety & Security for \$59.99 per month.

33. The free Connected Access Plan included five basic features, all of which were also included with the paid plans:

(a) OnStar Smart Driver (“Smart Driver”), which, according to GM, “provides [a customer] insights on [their] driving behavior and can help [them] recognize driving improvement opportunities,” and which “provides this feedback in the form of an easy-to-read monthly report and a Smart Driver score.”

(b) OnStar Vehicle Diagnostics (“OVD”), which, according to GM, gives customers “easy-to-use monthly diagnostics reports showing the health of [their] vehicle’s key operating systems.”

(c) OnStar Dealer Maintenance Notifications, which, according to GM, sends a customer’s car dealership “vehicle diagnostics reports so [the dealership] can contact [the customer] to set up a service appointment, if needed.”

(d) OnStar Marketplace, which, according to GM, provides customers with “valuable offers on the go to the [sic] places [a customer] like[s] to eat, shop and play.”

(e) OnStar In-Vehicle Apps, which, according to GM, lets customers “[m]ake the most of [their] drive time by streaming [their] favorite music, sports and entertainment.”

**b. Brand-Specific Mobile Applications.**

34. GM similarly pushed customers to use its free, brand-specific mobile applications: myBuick, myCadillac, MyChevrolet, and myGMC. But GM did not accurately disclose to customers that GM treated the mere downloading of and enrollment in these applications as an “agreement” by the customer to GM’s collection and sale of their Driving Data.

35. GM marketed each brand-specific app as a “mobile command center for your vehicle,” offering a “user-friendly way to

leverage many of the basic and available connectivity and vehicle management features offered through [OnStar].” The applications’ features included the ability to track a vehicle’s location, check its odometer reading, fuel level, and oil life, lock and unlock its doors, and remotely turn it on or off.

**c. OnStar Guardian.**

36. GM also sought to enroll its customers in the OnStar Guardian App by promoting its safety benefits. Like its other products, GM treated a customer’s mere download of and enrollment in OnStar Guardian as an agreement by the customer to GM’s collection and sale of their Driving Data, even when GM did not provide a truthful and conspicuous disclosure of that fact, and thus the customer did not agree to the collection and sale of their data.

37. GM advertised OnStar Guardian as providing “family safety that goes where you go.” Enrollment in OnStar Guardian allowed consumers to use many Connected Vehicle Services safety features even while not in the vehicle or operating it.

**OnStar Services Wherever You Are With the OnStar Guardian app**

Thanks to OnStar, you may feel safer in your car. But how about when you or your family are in someone else’s car? Or on your motorcycle? Or at home? Or out for a walk or hike? We’ve got you. The OnStar Guardian® app\* gives your family the key safety services of OnStar — Roadside Assistance,\* GPS locator service,\* emergency help — even crash detection — anywhere you go. You can share the app with up to seven friends or family members.\*

*Figure 1.*

38. OnStar Guardian could also access the sensors in enrollees’ phones to detect if they were in a car accident and track enrollees’ locations through their phones.

39. On information and belief, GM used OnStar Guardian to collect and sell additional data about its customers and anyone else with whom their customers shared the OnStar Guardian App.

**II. GM used deceptive and unconscionable tactics to enroll its customers in Connected Vehicle Services.**

40. GM employed deceptive and unlawful tactics to push its customers to enroll in Connected Vehicle Services, including through its aggressive and misleading “onboarding” process. These tactics ensured that customers were enrolled in Connected Vehicles Services even when they were unaware of the effects of enrollment or were altogether unaware that they had been enrolled.

**a. GM used the car dealership “onboarding process” to deceptively enroll customers in Connected Vehicle Services.**

41. The “onboarding process” refers to the steps taken by a customer at the dealership to take possession of their purchased GM vehicle. GM incentivized dealership employees, often through commissions, to enroll customers in Connected Vehicle Services during the onboarding process and before the customer left the dealership. On information and belief, this incentive structure caused dealerships to enroll many customers in Connected Vehicle Services without their knowledge or consent.

42. For customers who were taken through the entire onboarding process, GM designed the process such that it would be regarded as a necessary condition of taking delivery of their newly purchased GM vehicle. But in fact, the process was not mandatory and instead was designed to ensure that customers unwittingly enrolled in Connected Vehicle Services—and, consequently, in GM’s data collection scheme.

43. During the onboarding process, a dealership employee would log into GM's onboarding system, enter the customer's GM vehicle VIN number, and create an OnStar account for the customer (or locate a pre-existing account). GM's system then displayed the Connected Vehicle Services subscription plans that the customer's vehicle was eligible for, including the free plan. GM's system next prompted dealership employees to show the screen to the customer. The screen again gave the impression that the onboarding process was mandatory, by instructing the customer to "complete the next few steps" "before tak[ing] ownership of [their] vehicle," and prompting the customer to click a "Get started" button. On information and belief, neither GM nor GM dealership employees informed customers that the onboarding process was optional.

- b. GM didn't give customers a meaningful opportunity to review the disclosures, but even if it had, the disclosures were insufficient to put customers on notice of GM's practices.**

44. Once customers pushed "Get started," they were overwhelmed with pages of fine-print legalese-laden documents, like a 29-page "User Terms for Connected Vehicle Services," an 18-page "General Motors U.S. Connected Services Privacy Statement," a link to AT&T's terms and conditions, a link to AT&T's network management practices, a vehicle ownership acknowledgment statement, and checkboxes stating "I accept" or "I decline," each of which contained additional information.

The screenshot displays a multi-step enrollment process for OnStar services. At the top, a progress bar shows four steps: 1. OnStar Terms, 2. Enrollment Preferences, 3. Customer Final Review, and 4. Enroll Into Services. Below the progress bar, a box contains vehicle information: "2024 GMC Sierra Crew Cab 3Y" and "VIN: 1GTPUCEK1RZ335694". To the right, a user profile shows "Demo Demo" with the email "olesd4@yopmail.com".

A prominent warning message states: "The customer must personally review and accept (or decline) the terms below. **This action is legally binding** and cannot be done by dealer personnel." Below this, the main heading reads "User Terms for Connected Vehicle Services and Privacy Statement (collectively 'OnStar®Terms')". A sub-header explains: "In order to start your OnStar and Connected Services trial or pre-paid plan, you'll need to accept the following terms."

The central part of the form is titled "User Terms for Connected Vehicle Services" and includes a "Print" link. It contains a scrollable area with the following text: "When You accept the User Terms during our sign-up process or when You access or use the Services, You agree to the following:" followed by a bulleted list of terms. The list includes:

- You will only use the Services when it is safe to do so, and You will only use them in compliance with the law and these User Terms;
- If others use the Services through your user account or Vehicle, You will ensure that they only use the Services when it is safe to do so, and in compliance with the law and these User Terms;
- We may suspend or discontinue your access to some or all of the Services;
- We may remotely access, deliver, install, update, or change the software used to deliver the Services or used by your Vehicle systems without additional notice or consent;
  - You will notify us when You want to cancel your Services or when You plan to sell or dispose of your Vehicle;

To the right of the terms, a "Privacy Statement" section is visible, titled "GENERAL MOTORS U.S. CONNECTED SERVICES PRIVACY STATEMENT" with a "Print" link. It states it was last updated on July 1, 2023, and provides a brief overview of the privacy policy. Below the privacy statement, there are two radio button options:

- I accept:** I have read and agree to the OnStar Terms and, if AT&T services are available with this vehicle, the AT&T terms and conditions (including arbitration clause) and privacy policy for this vehicle available at [www.att.com/USTermsandconditions](http://www.att.com/USTermsandconditions). I am aware AT&T's network management practices are available at [att.com/broadbandinfo](http://att.com/broadbandinfo).
- I decline:** I do NOT agree to OnStar Terms, or, as applicable, the AT&T terms and conditions and privacy policy for this vehicle and understand that my OnStar and, as applicable, AT&T services will be DEACTIVATED.

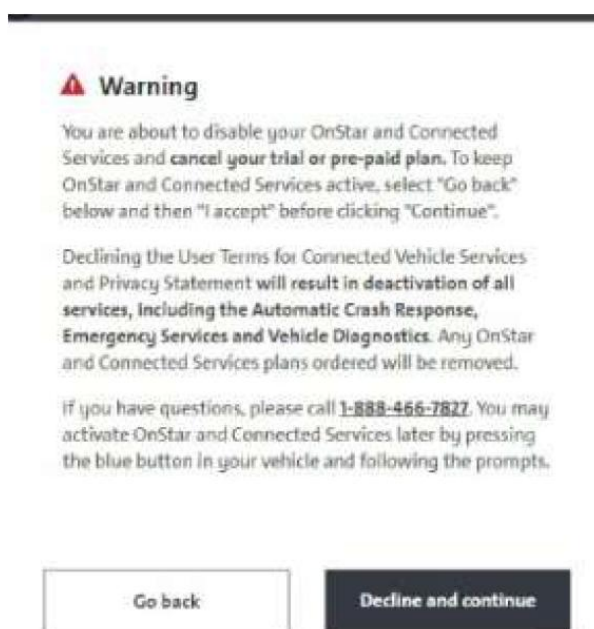
At the bottom right, there is a "Continue" button.

Figure 2.

45. Both the form and substance of these documents were deceptive and prevented and deterred customers from reviewing them. But even if customers had reviewed the documents, none of them disclosed that, by clicking “I accept,” customers were enrolling in at least five basic OnStar features: Smart Driver, Vehicle Diagnostics, Dealer Maintenance Notifications, Marketplace, and In-Vehicle Apps. Nor did they explain that enrollment in those features meant that GM would collect and sell customers’ Driving Data to third parties.

c. **GM actively discouraged customers from declining enrollment in Connected Vehicle Services.**

46. GM designed the onboarding process to repeatedly display messages aimed at deterring customers from declining enrollment in Connected Vehicle Services. For example, when a customer selected the “I decline” option, the screen displayed a “warning” message that claimed that Connected Vehicle Services would be deactivated, even though the customer had not yet enrolled in Connected Vehicle Services.

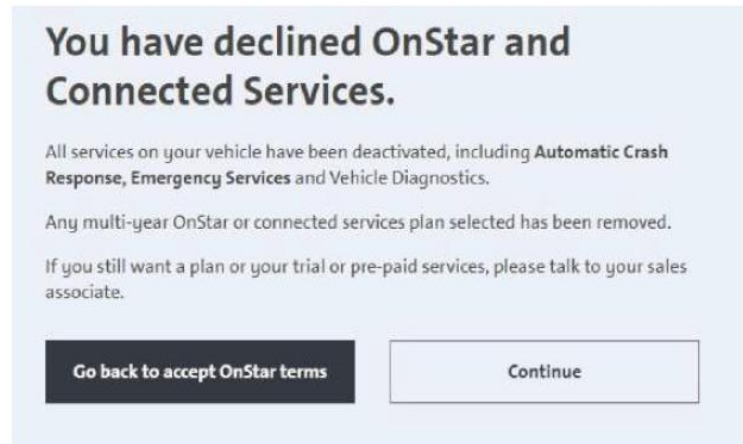


*Figure 3.*

47. The warning message sought to dissuade customers from declining enrollment by highlighting that safety features such as Automatic Crash Response, Emergency Services, and Vehicle Diagnostics would be deactivated.

48. If customers nonetheless chose to decline enrollment, they would be subjected to yet another warning screen attempting to dissuade them. GM displayed a message explaining the “consequences” of declining Connected Vehicle Services, which again emphasized that

safety features were deactivated and included a prompt allowing the customer to “[g]o back to accept OnStar terms.”



*Figure 4.*

49. Even when customers successfully declined to enroll in Connected Vehicle Services, GM would subsequently pester them with emails encouraging them to sign up for a trial enrollment.

50. General Motors not only aggressively enrolled as many customers as possible, it simultaneously made it difficult for customers to cancel their Connected Vehicle Services plan. While customers could enroll through several methods, on information and belief, GM allowed a customer to cancel their plan only by calling GM.

51. GM also prompted customers to download its brand-specific mobile apps during the onboarding process. On information and belief, if customers did not download the app at the dealership, GM would repeatedly email them with reminders to download the app.



**III. GM's disclosures and policies misled consumers and did not adequately disclose that GM would collect and sell their Driving Data.**

52. GM published lengthy disclosures about its products, which it provided to customers during the dealership onboarding process and on its websites and apps. These disclosures generally consisted of “user terms” and “privacy statements.”

53. As of July 1, 2023, GM's disclosures included a 29-page “User Terms for Connected Vehicle Services,” an 18-page “U.S. Connected Services Privacy Statement,” a link to a 46-page AT&T “Consumer Service Agreement,” a link to AT&T's “Broadband Information” website, and, if a customer downloaded the mobile app when prompted or enrolled in OnStar Guardian, an additional 3-page “User Terms for Application Services,” a 6-page “Account Guidelines,” a 4-page “Privacy Statement for Application Services,” and a 3-page “OnStar Guardian Privacy Statement.”

54. While GM's disclosures have varied over time, at no point did they disclose that GM would collect and sell its customers' Driving Data.

55. GM's various user terms for its products generally included lengthy, dense explanations of the legal rights, obligations, and remedies applicable to GM and its customers, and cross-references to GM's various privacy statements and other user terms. GM's multiple privacy statements generally included summaries that purported to highlight the “key points” of GM's collection, use, and sharing of customers' information. These summaries were followed by explanations of GM's information practices, including a wordy but vague discussion of its collection, use, and sharing of customer data. The summaries were also followed by cross-references to GM's other various user terms and privacy statements.

56. GM's user terms and privacy disclosures varied, but they all shared several things in common. They deceptively failed to inform customers that GM would sell their personal data, much less their Driving Data. They deceptively failed to inform customers that GM had agreed to or would agree to contracts with third parties requiring those parties to create risk profiles (Driving Scores) of GM's customers. They deceptively failed to inform customers that GM would make their Driving Scores available to other companies, including by expressly permitting companies to re-sell Driving Scores to insurers. They deceptively failed to inform customers that GM would use their Driving Data to profit and receive royalty payments. And they deceptively failed to inform customers that, if customers were to use GM's products, their data could later be used to cause them harm, including increased car insurance rates or denial of coverage altogether. All of these facts were material and should have been disclosed.

57. Instead, GM gave its customers the impression that GM would not sell their data. It failed to disclose that it was actively using customers' Driving Data to generate Driving Scores to sell to companies, including insurers who would later use the data to make adverse decisions against GM customers.

58. GM's multiple agreements to sell customers' data since 2015 demonstrate that its statements to its customers and other acts or practices were false, misleading, deceptive, and unconscionable.

**a. U.S. Connected Services Privacy Statement.**

59. To ensure that customers enrolled in its data collection scheme, GM's disclosures misleadingly focused on the "customer benefits" of its products, asserting that its products would give customers "better drives," better entertainment," "better safety," and "better control."

60. GM made a series of misleading statements that collected data would be used to improve the safety, functionality, and operability

of its vehicles. For example, in the “key points” section of the “U.S. Connected Services Privacy Statement,” GM represented that it “may use [customers’] information to develop, enhance, provide, service, maintain, and improve the safety, security, and quality of [its] products, programs, and services, and for product research and marketing.” These statements were misleading because nowhere did they mention that GM would also sell its customers’ information to third parties without their knowledge or consent.

61. In its very next key point, GM stated that it would share customers’ information with other companies primarily “to develop, enhance, provide, service, maintain, and improve the safety, security, and quality of [GM] products, programs, and services, to respond to [customers’] requests, to allow recipients to use it for marketing, and as required or permitted by law.” With respect to retaining customers’ information, GM stated that it would keep information only “for as long as necessary to provide products or service to [customers] . . . .”

62. Another section of GM’s U.S. Connected Privacy Statement, titled “How We May Share Your Information,” purported to disclose GM’s policies for sharing customer information. In this section, GM included the universe of the types of parties with whom it may share customers’ information. It included a “Third-Party Business Relationships” subsection that contained one example of when GM would share information with an insurer. GM’s disclosure was buried at the end of the subsection and stated that it “may” give “usage based insurance providers” customer data, but only if the customer had “elected to receive a service from them and/or authorized them to request data from GM.”

63. “Usage based insurance” referred to insurance products offered by insurers, including GM’s subsidiary GM Insurance, that required drivers to install an insurer-provided device into their vehicle to be eligible for insurance discounts based on tracked driving behavior.

#### **HOW WE MAY SHARE YOUR INFORMATION**

We may share the categories of your information described above as follows:

**GM Family of Companies:** Within the GM family of companies (*for example, including OnStar*) for the above uses.

**Emergency Service Providers:** With emergency service providers, such as law enforcement, roadside assistance providers, and ambulance providers, to protect your safety or the safety of others, and to deliver related services (*for example, Stolen Vehicle Assistance Services*).

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

**Service Providers:** With our product and service providers who work on our behalf in connection with the uses described in the preceding section, such as dealer managed service providers, wireless service providers (e.g., AT&T), companies that administer our contests and promotions, host and/or operate our websites, send communications, perform data analytics, process, store, or manage credit card, information (we will not otherwise share your credit card information).

**Where Required or Permitted by Law:** As required or permitted by law, such as in conjunction with a subpoena, government inquiry, litigation, dispute resolution, or similar legal process, when we believe in good faith that disclosure is necessary to protect our rights, your safety, or the safety of others, to detect, investigate and prevent fraud or other illegal activity, or to conduct screening to ensure you are not on any government list of restricted parties.

**Business Transfers:** With a prospective or completed sale, transfer, or financing of a part of a GM business or its assets.

*Figure 5.*

64. While this is the only instance where GM mentions the possibility of sharing information with insurers, the disclosure is tucked among inapposite or unrelated information, including that GM has a business relationship with SiriusXM (a satellite radio company) and that it interacts with “research institutes” to “improv[e] highway safety” (emphasis omitted).

65. The statement did not disclose that GM would require third parties to create telematics exchanges and Driving Scores using customer data, and that insurers could later access those exchanges and Driving Scores.

66. The only other time GM mentioned “insurance” in its disclosures was in its User Terms for Connected Vehicle Services, which simply stated that GM is not an insurance company.

67. GM customers' Driving Data was shared with insurers even when those customers had not given permission and had not elected to receive a service from the insurer.

**b. OnStar Guardian and Mobile Application Privacy Statements.**

68. GM's Privacy Statement for Application Services and its OnStar Guardian Privacy Statement also failed to disclose that GM was actively using customers' data to create Driving Scores and selling those scores and the underlying Driving Data to insurers, who used the data to harm GM's customers.

69. GM's Privacy Statement for Application Services purported to describe how GM and its affiliates "collect, use, and share information . . . when [a customer] download[s] this application to [their] phone or other Internet-connected device . . . and when [a customer] use[s] the services through the Application." Unlike the U.S. Connected Services Privacy Statement, however, the Privacy Statement for Application Services made no mention of insurance in its "Sharing of Information" section.

#### Sharing of Information

We may share information we collect about you as described in the OnStar Privacy Statement. For example, we share information with necessary third parties when you use the Application to make

requests for third party or related services available through the Application, such as for dealer maintenance appointments or roadside assistance. We may share the location of your Device in the same manner as we share location and speed of your Vehicle. For example, we may share the location of your Device with:

- third party service providers working on our behalf,
- emergency service providers,
- others when required by law, and
- those you ask us to share this information with.

We may also share the location of your Device when necessary to provide the Application Services to you; to comply with legal obligations; to protect the safety and rights of you and others; for product safety and security purposes; and for the purposes described in the OnStar Privacy Statement.

*Figure 6.*

70. The OnStar Guardian Privacy Statement contained a similar “Sharing of Information” section that likewise did not mention insurance.

#### Sharing of Information

We share your information as described in the OnStar Privacy Statement. For example, we share information with necessary third parties when you use the Application to make requests for third party or related services available through the Application, such as roadside assistance. We may share your information with:

- third party service providers working on our behalf;
- members and invitees of your “My Family”;
- emergency service providers;
- individuals specified by you when using the Application, such as emergency contacts;
- others when required or permitted by law, and
- those you ask us to share this information with.

We may share the location of your Device when necessary to provide the Application Services to you; to comply with legal obligations; to protect the safety and rights of you and others; for product safety and security purposes; and for the purposes described in the OnStar Privacy Statement.

*Figure 7.*

71. GM’s Privacy Statement for Application Services and the OnStar Guardian Privacy Statement were also confusing because each told consumers that they should also refer to the “OnStar Privacy Statement.” But, on information and belief, there was no separate privacy statement titled “OnStar Privacy Statement.” GM instead

maintained a web page called “OnStar Privacy Statement” which listed a series of privacy statements.

**c. OnStar Smart Driver Disclosures.**

72. GM also used its descriptions and disclosures associated with the OnStar Smart Driver feature to further confuse and mislead consumers, particularly regarding whether their Driving Data would be sold to other companies, provided to insurers, or used to evaluate their insurance rate or eligibility.

73. GM marketed Smart Driver—which generated a Smart Driving Score—as a tool for customers to monitor their driving behavior. GM framed it as a purely beneficial tool and did not disclose any adverse consequences of a driver earning a “bad” Smart Driving Score. According to GM, Smart Driver “provides driving feedback that can helps [sic] drivers improve their vehicle’s performance, drive more carefully, save on gas and help reduce wear and tear on the vehicle.” GM explicitly downplayed the significance of a bad Driving Score:

**What does your score tell you?**

In summary, if you have a score of 88, yes, you might consider yourself a B+ driver — well above average. Unlike a permanent high school grade, though, your Smart Driver score isn’t permanent. With the regular feedback and tips for improving your score, you can make your Smart Driver score grow over time. Check how you compare (anonymously) with other Smart Drivers in your monthly report — you could find yourself among the highest-scoring Smart Drivers.

*Figure 8.*

74. According to GM, it would “use information [it] collect[ed] about where and how you operate your vehicle, such as your vehicle’s location, routes driven, driving schedule, fuel or charging levels, fuel economy, battery status, overall vehicle health, and driving behavior, such as hard braking, hard acceleration, tailgating, vehicle speed, late

night driving, driver and passenger seatbelt status, and driver attention” to give customers insight about their driving behavior.

75. GM did not disclose to customers that it also planned to sell this data to third parties who would create telematics exchanges and Driving Scores that could be accessed by insurers.



*Figure 9.*

#### **IV. Starting in 2015, GM made agreements with third parties to collect, analyze, sell, and re-sell customers’ Driving Data without their knowledge or consent.**

76. In 2015, GM entered into the first of many agreements to sell its customers’ Driving Data. For nearly a decade thereafter, GM sold and re-sold its customers’ Driving Data. It also instructed other companies to give insurers licenses to access that data—even when GM knew that such access would harm its customers. On information and



belief, GM sold Driving Data for more than 16 million customers to other companies, including the data of many thousands of Nebraskans who purchased or leased GM vehicles.

77. GM also required at least one third party to seek out other automobile manufacturers and reach agreements with those manufacturers to collect their customers' Driving Data. GM received additional profit from the sale of that Driving Data.

**a. GM's 2015 Agreement with Verisk Analytics.**

78. On October 22, 2015, GM agreed to sell its customers' Driving Data to Verisk Analytics, Inc., a data analytics and risk assessment firm that describes itself as offering insurance companies "innovative solutions to meet customer needs and drive growth."

79. In exchange for its customers' Driving Data, GM received an initial multi-million-dollar lump sum payment from Verisk. GM would later periodically send Verisk additional batches of customer Driving Data. GM also represented to Verisk that it had its customers' permission to sell their Driving Data.

80. Under the agreement, Verisk agreed to create a telematics database ("Verisk Exchange") housing the Driving Data received from GM. Verisk was also required to use that data to create Driving Scores for GM's customers.

81. Driving Scores were based on several factors developed by GM that were supposedly indicative of "bad" driving behavior. These factors included: (a) unique identifiers of a trip; (b) trip mileage; (c) hard braking and acceleration events; (d) speed events over 80 miles per hour; and (e) other behavior tracked by OnStar Vehicle Diagnostics ("OVD"). Pursuant to their agreement, GM gave Verisk the Driving Data necessary to determine whether a GM customer exhibited "bad" driving behaviors.

82. In addition to Driving Data, GM also sold its customers' personally identifiable information to Verisk, including their customer ID, name, home address, OVD enrollment date, OVD unenrollment date, VIN, vehicle year, vehicle make, and vehicle model. The Driving Data and personally identifiable information sold by GM allowed Verisk to create Driving Scores for GM's customers.

83. To further monetize its customers' Driving Data, GM also required Verisk to market the Verisk Exchange to insurers and offer insurers licenses to access the Verisk Exchange. Verisk paid GM ongoing royalty payments based on the revenue earned from licenses sold to insurers.

84. Insurers who bought a license to access the Verisk Exchange could use it to search for the Driving Scores of insureds or potential insureds and then use that data to harm them by, for example, raising their insurance rates; denying them insurance coverage altogether; or dropping existing insureds' coverage. During Verisk's agreement with GM, Verisk sold access to the Verisk Exchange to nine insurers, and those insurers accessed the Driving Scores of hundreds of thousands of GM's customers.

85. GM also contractually required Verisk to solicit "other vehicle [manufacturers], telecom carriers, and other third parties possessing Driving Data and other relevant vehicle data" for inclusion in the Verisk Exchange. Verisk successfully entered into data exchange agreements with American Honda Motor Company on December 7, 2017, and Hyundai Motor America on March 1, 2018.

86. In its public statements about its agreement with Verisk, GM misled consumers. It deceptively assured the public in a September 4, 2015 article from Repairer Driven News that (a) "GM will be clear with customers about what data is being released under the new partnership," (b) "OnStar customers will have to opt-in to a separate terms of use beyond the standard OnStar terms before GM will share

anything with Verisk,” (c) “the Verisk terms of use will be specific, and not include generic concepts which could be interpreted as permission for insurers or Verisk to collect anything you did with OnStar or your vehicle,” (d) customers “know exactly what [they’re] opting in to,” and (e) “GM will also still retain its general OnStar policy of keeping data private barring a subpoena.” These statements were false.

**b. GM’s 2018 Agreement with Wejo Limited.**

87. On December 21, 2018, GM entered into an agreement with Wejo Limited, a British connected car company. Under the agreement, GM sold its customers’ Driving Data to Wejo, and Wejo sold licenses to other companies to access that Data with GM’s permission. The agreement allowed Wejo to sell licenses to potential buyers in other commercial sectors, rather than only insurers.

88. Under the agreement, GM bought a 35% ownership interest in Wejo for \$25 million. It also agreed to give Wejo the Driving Data of 2.6 million vehicles, valued at \$70 million. After their initial agreement, GM continued to send Wejo additional, newly collected Driving Data. GM also received ongoing payments from Wejo based on Wejo’s license sales.

89. Under the agreement, Wejo had a minimum monthly licensing revenue target of \$3 million. Wejo agreed to pay GM 70% of this revenue and “reimburse” GM for failure to meet the monthly target. The GM-Wejo relationship continued until Wejo declared bankruptcy in May 2023.

90. The Driving Data GM sold to Wejo varied but generally included data underlying certain “Element Codes.” Data shared included (a) trip start; (b) trip end; (c) hard braking and acceleration events; (d) speed events over 80 miles per hour; and (e) driver seatbelt status change.

91. Over time, GM began selling additional types of Driving Data to Wejo. For example, starting in December 2022, GM provided Wejo with its customers' Radio Listening Data, which included data like (a) ignition state and timestamp (start or end of the trip); (b) AM/FM frequency data; (c) time zone identifiers; (d) radio station call sign; and (e) channel genre.

**c. GM's 2019 Agreement with LexisNexis Risk Solutions.**

92. GM entered into a data sale agreement with LexisNexis Risk Solutions ("LNRS") on August 1, 2019.

93. Under the GM-LNRS agreement, LNRS paid GM an initial multi-million-dollar lump sum in exchange for GM providing its customers' Driving Data collected from 2017 to 2019. Subsequently, GM periodically sent LNRS additional, newly collected Driving Data of its customers.

94. GM also sought to profit from its ability to "potentially influence" other vehicle manufacturers to provide Driving Data to LNRS. LNRS agreed to make additional payments to GM if LNRS contracted with "target OEMs" to provide it with Driving Data. These target manufacturers were American Honda Motor Company; Hyundai USA; Toyota Motor North America; and Volkswagen Group of America. On information and belief, LNRS did not enter into agreements with any of these target manufacturers. However, it reached Driving Data agreements with Mitsubishi Motors North America, Inc. on May 31, 2018; Nissan North America, Inc. on February 28, 2019; Ford Motor Company on August 2, 2021; Subaru of America, Inc. on February 6, 2023; and Kia America, Inc. on October 16, 2023.

95. The Driving Data GM sold to LNRS was housed in a database called the "LexisNexis Telematics Exchange." That Driving Data was used to calculate a Driving Score for GM's customers.

96. LNRS Driving Scores were based on “Driving Events” supposedly indicative of “bad” driving behavior. These Driving Events varied over time but generally included events like: (a) ignition on; (b) ignition off; (c) hard brake occurrences; (d) hard acceleration occurrences; (e) time spent driving over 80 miles per hour; (f) time spent driving under 80 miles per hour; and (g) driver seatbelt status. LNRS could assess these “Driving Events” based on the data GM provided to LNRS.

97. GM also sold its customers’ personally identifiable information to LNRS. That information included a customer’s name, address, phone number, email address, and vehicle VIN number, make, model, and year.

98. The Driving Data and personally identifiable information GM sold to LNRS enabled LNRS to create Driving Scores for GM customers.

99. GM contractually required LNRS to market and sell access to the LNRS Telematics Exchange to insurers. GM received a portion of the revenue derived from the sale of these licenses to insurers via ongoing “revenue share” payments. LNRS agreed to pay GM a guaranteed annual minimum payment if it provided LNRS with the Driving Data of a certain percentage of the vehicles it sold that year.

100. For insurers that contracted to use the LNRS Exchange, any time a GM customer inquired about obtaining car insurance, the insurer receiving the inquiry could search the Exchange for the Driving Data of the potential insured.

**d. GM’s 2024 Agreement with Jacobs Engineering.**

101. On information and belief, GM most recently entered into a Driving Data sale contract with Jacobs Engineering Group Inc. on January 3, 2024.

102. Jacobs Engineering is a professional services firm that provides engineering, technical, professional, and construction services. Under their agreement, GM authorized Jacobs Engineering to use de-identified Driving Data in Jacobs Engineering’s products. GM also authorized Jacobs Engineering to license Driving Data to other parties approved by GM.

103. GM received revenue-sharing payments from Jacobs Engineering based on the sale of Driving Data licenses to third parties.

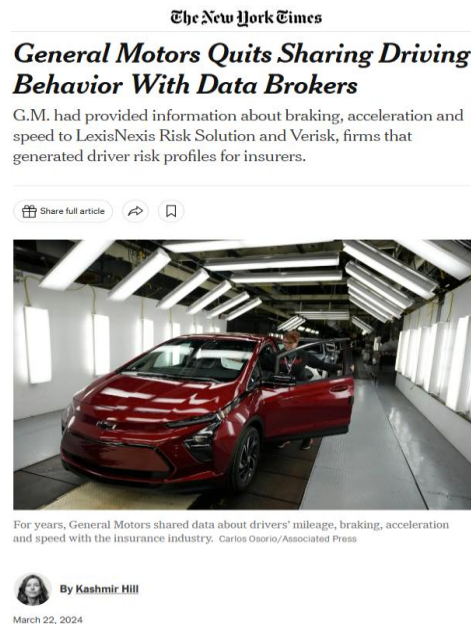
**V. The New York Times exposes GM’s deceptive and unconscionable practices.**

104. GM obscured its data collection and data sale practices from its customers and the public. In the first half of 2024, however, the New York Times published a series of articles exposing GM’s deceptive practices, including an article titled, “How GM Tricked Millions of Drivers Into Being Spied On (Including Me).” The articles detailed how GM—without its customers’ knowledge—monetized their Driving Data and shared the data with third parties, including insurers who used the Driving Data to GM customers’ detriment.

105. In response to inquiries from the New York Times, GM “confirmed that it shares ‘select insights’ about hard braking, hard accelerating, speeding over 80 miles an hour and drive time of Smart Driver enrollees with LexisNexis and another data broker that works with the insurance industry called Verisk.”

106. The New York Times reported that “[i]t is possible that G.M. drivers who insisted they didn’t opt in were unknowingly signed up at the dealership, where salespeople can receive bonuses for successful enrollment of customers in OnStar services, including Smart Driver, according to a company manual.”

107. Shortly after the New York Times published its articles, GM announced it would stop providing Driving Data to Verisk and LNRS, referencing “[c]ustomer trust.”



*Figure 10.*

108. GM later announced it would discontinue Smart Driver, again citing “[c]ustomer trust.”

109. On September 25, 2024, GM announced that it had been “reworking our privacy practices and controls to make them easier to find and understand,” including by increasing “readability” and “transparency,” implicitly acknowledging that its prior disclosures were opaque, confusing, and misleading.

## **VI. GM settles a Federal Trade Commission complaint.**

110. In early 2025, the Federal Trade Commission (“FTC”) drafted a complaint against GM for violations of federal law, alleging that GM “told consumers the driving data [it] collected . . . would be used for the consumers’ own assessment of their driving habits.

However, [GM] used [its] tracking technology to sell precise geolocation data and consumer driving behavior data without consumers' consent."

111. GM agreed to a proposed consent order with the FTC whereby GM agreed to refrain from misrepresenting certain vehicle data collection and use practices to consumers. GM also agreed to not sell certain Driving Data to consumer reporting agencies for five years.

## **CAUSES OF ACTION**

### **Counts I-VI: Violations of the Nebraska Uniform Deceptive Trade Practices Act: Deceptive Practices**

(Neb. Rev. Stat. § 87-301 *et seq.*)

112. The State incorporates by reference the allegations in each preceding paragraph of this Complaint.

113. Defendants are a "person" within the meaning of UDTPA. Neb. Rev. Stat. § 87-301(19).

114. Section 87-302(a) of the UDTPA specifies multiple practices, which when conducted during business, constitute a deceptive trade practice.

115. Defendants engaged in deceptive trade practices in violation of Neb. Rev. Stat. § 87-302, without limitation, by:

- a. Falsely representing that their products, including Connected Vehicle Services, brand-specific mobile applications, and the OnStar Guardian App, would not collect customers' data to be provided to third parties. Neb. Rev. Stat. § 87-302(a)(5).
- b. Collecting, analyzing, and selling Nebraska consumers' Driving Data to third parties while selectively making false and misleading statements that said data would only be



used to enhance and develop GM products. Neb. Rev. Stat. § 87-302(a)(5).

- c. Collecting, analyzing, and selling Nebraska consumers' Driving Data to third parties without truthful disclosures or informed consent. Neb. Rev. Stat. § 87-302(a)(5).
- d. Making "disclosures," including their privacy policies, that were false or misleading because they never explained that Defendants would collect, analyze, and sell Nebraska consumers' Driving Data. Neb. Rev. Stat. § 87-302(a)(15).
- e. Incentivizing sales associates to use false, misleading, and deceptive techniques to obtain customer consent to enroll in data collection services utilizing a coercive onboarding that was represented as a mandatory prerequisite to take ownership of their vehicle. Neb. Rev. Stat. § 87-302(a)(16).
- f. Representing to third parties that Nebraska consumer data was collected, processed, and used with the consumers' knowledge and consent when it was not. Neb. Rev. Stat. § 87-302(a)(5).

116. Through their knowingly false representations, Defendants induced Nebraska consumers to use or enroll in their products.

117. Through their knowingly false representations, Defendants induced third parties to purchase data and data-based insights that were taken from Nebraska consumers without knowledge or consent.

118. Defendants' conduct in collecting, analyzing, and selling its customers' data to third parties constitutes deceptive acts or practices under Nebraska law.

119. Defendants knew that their conduct was deceptive.

120. Nebraska consumers were harmed by Defendants' unlawful conduct. Upon information and belief, Nebraska consumers continue to be harmed.

121. Defendants' conduct violated Sections 87-302 and 87-303.01 of the Nebraska Uniform Deceptive Trade Practices Act.

Defendants' violations have impacted the public interest.

**Counts VII-VIII: Violations of the Nebraska Uniform Deceptive  
Trade Practices Act: Unconscionable Practices**  
(Neb. Rev. Stat. § 87-301 *et seq.*)

122. The State incorporates by reference the allegations in each preceding paragraph of this Complaint.

123. Defendants are a "person" within the meaning of UDTPA. Neb. Rev. Stat. § 87-301(19).

124. An unconscionable act or practice by a supplier in connection with a consumer transaction is a violation of UDTPA. Neb. Rev. Stat. § 87-303.01(1).

125. The unconscionability of an act or practice is a question of law for the court. Neb. Rev. Stat. § 87-303.01(2).

126. Defendants engaged in unconscionable trade practices, without limitation, by:

- g. Contracting with consumers, who have significantly less bargaining power, inferior knowledge of data practices, and no knowledge of private data transactions, in order to benefit from use of the consumer's data in manners undisclosed to the consumer and while concealing potential detrimental effects of those undisclosed uses.

- h. Transacting with consumers, who have significantly less bargaining power, inferior knowledge of data practices, and no knowledge of private data transactions, through the download of a software-based good or service held out as designed for the benefit of the consumer while not disclosing the intent to provide or sell consumer data to third parties.

127. Data collection, processing, and sale are highly complex, technical practices that the average consumer does not possess the background or knowledge to fully understand.

128. Defendants' sale of data or insights derived from data are private transactions of which consumers have no knowledge, control, or awareness.

129. Defendants transacted knowing that consumers have significantly less bargaining power and inferior knowledge when transacting to buy a vehicle and use software-based services that involve the collection, processing, and use of data.

130. Defendants transacted knowing that consumers would have no knowledge of any intended, potential, or actual sale of consumer data nor any ability to discern when, how, and if the sale of their data affected unrelated transactions.

131. Defendants framed their goods and services as designed for the benefit of the consumer while concealing potential detriment to the consumer and significant benefit to Defendants through profiting off the future sale of consumer data.

132. Defendants contracted with consumers knowing the consumer was not fully informed and while concealing the much larger benefit of the bargain for Defendants than was disclosed to the consumer.

133. Consumers would not have agreed to let their data be collected, tracked, or otherwise used by Defendants had they been informed that such data may be sold to third parties, such as insurance companies or other companies who may use the data in unrelated transactions, but Defendants denied consumers the opportunity to understand, weigh, and negotiate this exchange.

134. Defendants' manner in which they transacted with consumers in order to collect, analyze, and sell customers' data to third parties constitutes unconscionable acts or practices under Nebraska law.

135. Nebraska consumers were harmed by Defendants' unlawful conduct. Upon information and belief, Nebraska consumers continue to be harmed.

136. Defendants' conduct violated Sections 87-302 and 87-303.01 of the Nebraska Uniform Deceptive Trade Practices Act.

Defendants' violations have impacted the public interest.

**Counts IX-XIV: Violations of the Nebraska Consumer  
Protection Act**

(Neb. Rev. Stat. § 59-1601 *et seq.*)

137. The State incorporates by reference the allegations in each preceding paragraph of this Complaint.

138. Defendants are a "person" within the meaning of Neb. Rev. Stat. § 59-1601(1) and conduct "trade and commerce" within the meaning of Neb. Rev. Stat. § 59-1601(2).

139. The CPA, Neb. Rev. Stat. § 59-1602, prohibits "...deceptive acts or practices in the conduct of any trade or commerce."

140. An act or practice is deceptive if it possesses the tendency or capacity to mislead or creates the likelihood of deception.

141. Defendants engaged in deceptive acts or practices in violation of Neb. Rev. Stat. § 59-1602, without limitation, by:

- a. Falsely representing that their products, including Connected Vehicle Services, brand-specific mobile applications, and the OnStar Guardian App, would not collect customers' data to be provided to third parties. Neb. Rev. Stat. § 87-302(a)(5).
- b. Collecting, analyzing, and selling Nebraska consumers' Driving Data to third parties while selectively making false and misleading statements that said data would only be used to enhance and develop GM products. Neb. Rev. Stat. § 87-302(a)(5).
- c. Collecting, analyzing, and selling Nebraska consumers' Driving Data to third parties without truthful disclosures or informed consent. Neb. Rev. Stat. § 87-302(a)(5).
- d. Making "disclosures," including their privacy policies, that were false or misleading because they never explained that Defendants would collect, analyze, and sell Nebraska consumers' Driving Data. Neb. Rev. Stat. § 87-302(a)(15).
- e. Incentivizing sales associates to use false, misleading, and deceptive techniques to obtain customer consent to enroll in data collection services utilizing a coercive onboarding that was represented as a mandatory prerequisite to take ownership of their vehicle. Neb. Rev. Stat. § 87-302(a)(16).
- f. Representing to third parties that Nebraska consumer data was collected, processed, and used with the consumers' knowledge and consent when it was not. Neb. Rev. Stat. § 87-302(a)(5).

142. Nebraska consumers were harmed by Defendants' unlawful conduct. Upon information and belief, Nebraska consumers continue to be harmed.

143. Defendants' conduct violated Neb. Rev. Stat. § 59-1602.

144. Defendants' violations have impacted the public interest.

### **JURY TRIAL**

145. The State demands a trial by jury as guaranteed by statute. Neb. Rev. Stat. §§ 59-1608.01(2), 87-303.13.

### **PRAYER FOR RELIEF**

WHEREFORE, the State of Nebraska respectfully requests that this Court enter judgement against the Defendants and enter an Order:

146. Finding that Defendants violated the Consumer Protection Act, Neb. Rev. Stat. § 59-1602; and the Uniform Deceptive Trade Practices Act §§ 87-302 and 87-303 by engaging in the unlawful acts and practices alleged herein.

147. Requiring Defendants to pay civil penalties of \$2,000 per each violation of the Uniform Deceptive Trade Practices Act, *see* Neb. Rev. Stat. § 87-303.11, and \$2,000 per each violation of the Consumer Protection Act, *see* Neb. Rev. Stat § 59-1614.

148. Permanently enjoining Defendants, their agents, employees, and all other persons and entities, corporate or otherwise, in active concert or participation with any of them, from engaging in conduct described in this Complaint to be in violation of the Uniform Deceptive Trade Practices Act, pursuant to Neb. Rev. Stat. § 87-303.05.

149. Permanently enjoining Defendants, their agents, employees, and all other persons and entities, corporate or otherwise, in active concert or participation with any of them, from engaging in conduct described in this Complaint to be in violation of the Consumer Protection Act, pursuant to Neb. Rev. Stat. § 59-1608.
150. Requiring Defendants to restore to every person any money acquired by Defendants as a result of their violations of the Consumer Protection Act and the Uniform Deceptive Trade Practices Act pursuant to Neb. Rev. Stat. §§ 59-1608(2) and 87-303.05(1).
151. Requiring Defendants to pay the State's costs and attorney's fees incurred in this matter pursuant to Neb. Rev. Stat. §§ 59-1608(1) and 87- 303(b).
152. Granting any other relief the Court deems just and equitable.

DATED: July 8, 2025

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Nebraska Attorney General

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