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6
7 **UNITED STATES DISTRICT COURT**
8 **NORTHERN DISTRICT OF CALIFORNIA**
9

10 PHILIP BRYDE, JENNIFER WATERS and
ALVIN NORTHINGTON, Individually and
11 on Behalf of All Others Similarly Situated,

12 Plaintiffs,

13 v.

14 GENERAL MOTORS, LLC,

15 Defendant.
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Case No.:

CLASS ACTION COMPLAINT FOR:

- (1) Violations of California Consumers Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*);
- (2) Violations of Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*);
- (3) Fraudulent Omission;
- (4) Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty Act (Cal. Civ. Code §§ 1792 and 1791.1, *et seq.*) and Cal. Comm. Code §2314; and,
- (5) Breach of Magnuson-Moss Warranty Act (15 U.S.C. § 2301, *et seq.*).

JURY TRIAL DEMANDED

INTRODUCTION

1
2 1. Plaintiffs Philip Bryde, Jennifer Waters and Alvin Northington (“Plaintiffs”) bring this
3 action individually and on behalf of all similarly situated persons (“Class Members”) who purchased
4 or leased 2010 through 2011 Chevrolet Camaro vehicles in the United States (“Class Vehicles”) that
5 were designed, manufactured, distributed, marketed, sold and leased by defendant General Motors,
6 LLC (“Defendant”).

7 2. Beginning in 2010, if not before, Defendant knew that the Class Vehicles contain one
8 or more design and/or manufacturing defects in their airbag systems that can cause the right front
9 passenger frontal airbag to fail to deploy when it otherwise should (“Airbag Defect”).

10 3. The Airbag Defect has been documented to occur under a variety of driving conditions,
11 and presents a grave safety hazard that renders the Class Vehicles unreasonably dangerous to
12 consumers because of the impact of the Defect on passenger safety in the event of a crash. Numerous
13 owners have reported their airbag warning lights turning on and off when a passenger is seated in the
14 vehicle, indicating that the airbag may fail to deploy in a crash. As a result, numerous owners have
15 found it necessary to replace the right front passenger airbag sensor and/or other component parts at
16 considerable expense. Nevertheless, Defendant has failed to notify consumers of the Airbag Defect
17 and offer to fix the problem, or to reimburse consumers who have incurred damages as a result of the
18 Airbag Defect.

19 4. The Airbag Defect is particularly dangerous because it is not obvious to consumers, as
20 it often triggers the illumination of warning lights which some consumers do not understand and/or
21 notice. As a result, they unwittingly transport friends and loved ones in a front passenger seat which
22 lacks one of the most basic and important vehicle safety features: a fully operational frontal airbag.¹

23 5. In addition to this obvious safety hazard, the cost to repair the Airbag Defect can be
24 exorbitant, requiring consumers to pay hundreds, if not thousands, of dollars.

25
26
27 ¹ Consumers who have filed complaints with the National Highway Traffic Safety Administration
28 (“NHTSA”) have frequently noted that the Airbag Defect constitutes a safety issue.

1 6. Plaintiffs are informed and believe, and based thereon allege, that beginning in 2010
2 Defendant issued Technical Service Bulletins (“TSBs”) to only its dealers concerning the Class
3 Vehicles’ airbag systems which evidence Defendant’s knowledge of the Defect.²

4 7. Plaintiffs are informed and believe, and based thereon allege, that despite notice of
5 the Airbag Defect from numerous consumer complaints, warranty data, and dealership repair orders,
6 Defendant has not recalled the Class Vehicles to repair the Airbag Defect, has not offered its
7 customers a suitable repair or replacement free of charge, and has not offered to reimburse the Class
8 Vehicles’ current and former owners and leaseholders the costs they incurred relating to diagnosing
9 and repairing the Airbag Defect.

10 8. Plaintiffs are informed and believe, and based thereon allege, that Defendant knew that
11 the Class Vehicles are defective and not fit for their intended purpose of providing consumers with
12 safe and reliable transportation. Nevertheless, Defendant actively concealed the Airbag Defect from
13 Plaintiffs and the other Class Members, and failed to disclose it to them, at the time of purchase or
14 lease and thereafter. Had Plaintiffs and Class Members known about the Airbag Defect, they would
15 not have purchased the Class Vehicles or would have paid less for them. As a result of their reliance
16 on Defendant’s omissions and/or misrepresentations, owners and/or lessees of the Class Vehicles
17 have suffered ascertainable loss of money, property, and/or loss in the value of their Class Vehicles.

18 9. Plaintiffs and Class Members have experienced or are substantially certain to
19 experience the Airbag Defect before the expected useful life of the Class Vehicles has run.

20 10. As a result of the Airbag Defect, Plaintiffs and Class Members have been harmed and
21 have suffered actual damages.

22 11. Under the Transportation Recall Enhancement, Accountability and Documentation Act
23 (“TREAD Act”) and its accompanying regulations, when a manufacturer learns that a vehicle contains
24 a safety defect it must promptly and accurately notify the vehicle owners as well as the Secretary of
25 Transportation. 49 U.S.C. § 30118(c). Defendant violated and continues to violate the TREAD Act
26 by failing to disclose the true nature and extent of the Airbag Defect, and by failing to offer an

27 _____

28 ² The TSBs discussed herein were not disseminated to owners and lessees of the Class Vehicles.

1 adequate remedy for all manifestations of the Defect. Defendant's violations of the TREAD Act also
2 constitute violations of California's Unfair Competition Law (California Business & Professions Code
3 § 17200, *et seq.*) and California's Consumers Legal Remedies Act (California Civil Code § 1750, *et*
4 *seq.*).

5 **PARTIES**

6 **Plaintiff Philip Bryde**

7 12. Plaintiff Philip Bryde is a resident of Vista, California. In or about November 2010,
8 Mr. Bryde purchased a new 2010 Chevrolet Camaro vehicle from one of Defendant's dealers in
9 Carlsbad, California. Mr. Bryde purchased this vehicle primarily for his personal, family, or
10 household purposes.

11 13. In or about 2014, the vehicle's right front passenger airbag indicator light began to
12 malfunction. In or about August 2014, the vehicle was brought to the dealer for servicing and a
13 history code for passenger sensor was found. The code was cleared but no repairs were performed.
14 The issue recurred thereafter, and the vehicle was brought back to the dealer for servicing again in
15 or about September 2014. The dealer tested the vehicle and replaced the passenger airbag sensor,
16 for which Mr. Bryde paid approximately \$699.56 out-of-pocket.

17 14. At all relevant times, the vehicle was driven in a foreseeable manner in which it was
18 intended to be used.

19 **Plaintiff Jennifer Waters**

20 15. Plaintiff Jennifer Waters is a resident of Chula Vista, California. In or about May
21 2010, Ms. Waters purchased a new 2010 Chevrolet Camaro vehicle from one of Defendant's dealers
22 in La Mesa, California. Ms. Waters purchased this vehicle primarily for her personal, family, or
23 household purposes.

24 16. In or about May 2014, the vehicle's right front passenger airbag indicator light began
25 to malfunction. At about this time, the vehicle was brought to a third-party repair facility, which
26 indicated that the passenger airbag sensor needed to be replaced at a cost exceeding \$500. Ms.
27 Waters declined the repair. In or about February 2016, the vehicle was brought to one of
28 Defendant's dealers in National City, California for a diagnosis. The dealer confirmed that the

1 passenger airbag sensor needed to be replaced at considerable expense, which Ms. Waters declined.
2 Ms. Waters paid approximately \$115 for out-of-pocket for this diagnosis.

3 17. At all relevant times, the vehicle was driven in a foreseeable manner in which it was
4 intended to be used.

5 **Plaintiff Alvin Northington**

6 18. Plaintiff Alvin Northington is currently a resident of Sparks, Nevada. In or about
7 December 2010, Mr. Northington purchased a new 2011 Chevrolet Camaro vehicle from one of
8 Defendant's dealerships in San Jose, California. At the time of purchase and through October 2015,
9 Mr. Northington was a resident of Newark, California, which is located within this judicial district.
10 Mr. Northington purchased his vehicle primarily for his personal, family, or household purposes.

11 19. Within the first three years of ownership, the vehicle's right front passenger airbag
12 indicator light began to malfunction. Thereafter, the vehicle was taken to one of Defendant's dealers
13 in Fremont California for servicing, which indicated that the passenger airbag sensor needed to be
14 replaced. Mr. Northington paid approximately \$100 out-of-pocket for this repair.

15 20. At all relevant times, the vehicle was driven in a foreseeable manner in which it was
16 intended to be used.

17 **Defendant**

18 21. Defendant General Motors, LLC is a Delaware limited liability company with its
19 principal place of business located at 300 Renaissance Center, Detroit, Michigan 48243.

20 22. Defendant is responsible for the design, manufacture, distribution, marketing, sale
21 and lease of the Class Vehicles.

22 23. Whenever, in this Complaint, reference is made to any act, deed or conduct of
23 Defendant, the allegation means that Defendant engaged in the act, deed, or conduct by or through
24 one or more of its officers, directors, agents, employees or representatives who was actively
25 engaged in the management, direction, control, or transaction of the ordinary business and affairs of
26 Defendant.

27 **JURISDICTION**

28 24. This is a class action.

1 28. The Airbag Defect can cause the front passenger frontal airbag to fail to deploy when it
2 otherwise should. Numerous owners have reported their airbag warning lights turning on and off
3 when a passenger is seated in the vehicle, indicating that the airbag may fail to deploy in a crash.
4 Some owners have reported their service airbag light illuminating. As a result of the Airbag Defect,
5 numerous owners have found it necessary to replace the right front passenger airbag sensor and/or
6 other component parts at considerable expense. The Airbag Defect has been documented to occur
7 under a variety of driving conditions, and presents a grave safety hazard because it can cause the right
8 front passenger frontal airbag to fail to deploy in the event of a crash, resulting in serious injury or
9 death.

10 29. Plaintiffs are informed and believe, and based thereon allege, that as early as 2010, if
11 not before, Defendant acquired its knowledge of the Airbag Defect through sources not available to
12 Plaintiffs and Class Members, including, but not limited to, pre-production testing, pre-production
13 design failure mode and analysis data, production design failure mode and analysis data, early
14 consumer complaints made exclusively to Defendant's network of dealers and directly to Defendant,
15 aggregate warranty data compiled from Defendant's network of dealers, testing conducted by
16 Defendant in response to consumer complaints, and repair order and parts data received by
17 Defendant from Defendant's network of dealers.

18 30. Defendant had and has a duty to disclose the Airbag Defect and the associated repair
19 costs to Class Vehicle owners, among other reasons, because the Defect poses an unreasonable
20 safety hazard; because Defendant had and has exclusive knowledge and/or access to material facts
21 about the Class Vehicles and their airbag systems that were and are not known to or reasonably
22 discoverable by Plaintiffs and other Class Members; and because Defendant has actively concealed
23 the Airbag Defect from its customers.

24 31. Hundreds, if not thousands, of purchasers and lessees of the Class Vehicles have
25 experienced the Airbag Defect. Complaints filed by consumers with the NHTSA and posted on the
26 Internet, which on information and belief Defendant actively monitors, demonstrate that the Airbag
27 Defect is widespread and dangerous. The complaints also demonstrate Defendant's awareness of
28

1 the Defect and how dangerous it is. The following are examples of consumer complaints filed with
2 the NHTSA (note that spelling and grammatical errors remain as found in the original):

- 3 • NHTSA ID Number: 10352939

4 TL* THE CONTACT OWNS A 2010 CHEVROLET CAMARO 2SS. WHILE
5 DRIVING 55 MPH THE AIR BAG WARNING LIGHT ILLUMINATED. THE
6 DEALER INSPECTED THE VEHICLE AND ADVISED HER THAT THE
7 VEHICLE WAS SAFE TO DRIVE OUT OF TOWN. THE DEALER WAS
8 UNABLE TO CONFIRM IF THE AIR BAGS WOULD DEPLOY IF THE
9 VEHICLE WAS INVOLVED IN A CRASH. THE VEHICLE WAS TAKEN TO
10 AN AUTHORIZED DEALER FOUR TIMES FOR THE FAILURE. ON THE
11 FOURTH VISIT, THE AIR BAG MODULAR WAS REPLACED. THE
12 FAILURE MILEAGE WAS 5,500 AND THE CURRENT MILEAGE WAS
13 9,600

- 14 • NHTSA ID Number: 10411291

15 THE AIR BAG SENSOR IN THE PASSENGER SEAT DOES NOT WORK
16 ALL THE TIME VERY ERRATIC!

- 17 • NHTSA ID Number: 10408504

18 TL* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. WHEN THE
19 CONTACT STARTED THE IGNITION, THE FRONT PASSENGER AIR BAG
20 OFF INDICATOR LIGHT ILLUMINATED WHEN THE PASSENGERS SEAT
21 WAS OCCUPIED WITH AN ADULT WHO WEIGHED 116 POUNDS. THE
22 FAILURE OCCURRED INTERMITTENTLY. THE VEHICLE WAS TAKEN
23 TO AN AUTHORIZED DEALER FOR DIAGNOSTIC TESTING AND THEY
24 WERE UNABLE TO DETECT A TROUBLE CODE. THE MANUFACTURER
25 WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE
26 WAS 500. UPDATED 07/20/11*LJ THE DEALER REPLACED THE
27 PASSENGER SENSOR. UPDATED 07/29/11

- 28 • NHTSA ID Number: 10434973

TL- THE CONTACT OWNS A 2011 CHEVROLET CAMARO. THE
CONTACT STATED THAT A TRUCK CRASHED INTO THE FRONT
DRIVER SIDE OF THE VEHICLE AND THE AIR BAGS DID NOT DEPLOY.
IN ADDITION, THE SEAT BELTS DID NOT RESTRAIN THE CONTACT
PROPERLY. THE CONTACT SUSTAINED NECK INJURIES FROM THE
CRASH. THE VEHICLE WAS TOWED TO THE DEALER FOR REPAIRS
BUT WAS NOT INSPECTED FOR THE AIR BAG DEPLOYMENT
FAILURE. THE FAILURE AND CURRENT MILEAGES WERE UNKNOWN.
UPDATED 11/29/11 *CN UPDATED 02/08/12 LAWYER ON BEHALF OF
CONSUMER, REQUESTING A STATUS UPDATE 09/06/12

- 1 • NHTSA ID Number: 10440181

2 "SERVICE AIR BAG" WARNING LIGHT IS ON IN INSTRUMENT PANEL.
3 DEALER HAS MADE THREE ATTEMPTS TO REPAIR BY USING ZIP TIES
4 ON SPECIFIC ELECTRICAL CONNECTIONS. PROBLEM HAS NOT BEEN
RESOLVED. *TR

- 5 • NHTSA ID Number: 10450624

6 [XXX] MARCH 7, 2012 GM PO BOX 33170 DETROIT, MI 48232-5170 RE:
7 CASE [XXX] GREETINGS: I WISH TO FILE A FORMAL COMPLAINT
8 REGARDING MY 2011 CAMARO 2SS/RS CONVERTIBLE. THE SAFETY
9 CRITICAL PASSENGER AIR BAG (INFLATABLE RESTRAINT) DOES
10 NOT WORK PROPERLY AND READS OFF WHEN A PASSENGER IN
11 EXCESS OF 160 LBS IS IN THE PASSENGER SEAT. THIS PROBLEM IS
12 INTERMITTENT, ABOUT 50% OF THE TIME, BUT REPRODUCIBLE. IT
13 HAS BEEN ACKNOWLEDGED AND REPRODUCED ON MULTIPLE
14 OCCASIONS BY CERTIFIED GM MECHANICS AT FREEWAY
15 CHEVROLET IN CHANDLER, ARIZONA, WITH MULTIPLE EMPLOYEES
16 OF FREEWAY CHEVROLET OF VARYING WEIGHTS IN THE
17 PASSENGER SEAT. I HAVE SUMMARIZED THE REPAIR ATTEMPTS
18 BELOW: DATE DAYS OUT OF SERVICE MILEAGE COMMENTS
19 6/28/2011 3 1,475 MODULE REPLACEMENT 9/15/2011 2 2,246 SENSOR
20 AND MODULE REPLACEMENT 10/19/2011 2 2,856 SENSOR
21 REPLACEMENT 12/21/2011 14 3,916 REPROGRAM MODULE. SERVICE
22 REP ABLE TO REPRODUCE PROBLEM ON THIS CAR BUT NO OTHER
23 IDENTICAL MODELS WITH MULTIPLE PASSENGERS AND WEIGHTS.
24 3/5/2012 2 4,854 REPRODUCED CONNECTED TO ODBC INTERFACE AT
25 FREEWAY CHEVROLET WITH 160 LB PASSENGER IN CAR (MY WIFE).
26 LEVEL 4 INDICATED ON ODBC (NON ADULT PASSENGER PRESENT).
27 WIFE EXITED AND RE-ENTERED PASSENGER SEAT. LEVEL 6
28 INDICATED ON ODBC. WIFE SAT IN IDENTICAL CAR ON LOT AND
PROBLEM COULD NOT BE REPRODUCED. THE LATEST RESPONSE
ADVISED BY SHANE SCHMITT OF GM IS THE VEHICLE IS
FUNCTIONING AS DESIGNED. THIS RESPONSE IS UNACCEPTABLE
BECAUSE: 1. A 160 LB ADULT PASSENGER MUST ACTIVATE THE AIR
BAG SENSOR. 2. THE ISSUE IS INTERMITTENT (ABOUT 50% OF THE
TIME). THE SAME PERSON SHOULD NOT BE CLASSIFIED AS LEVEL 4
AND LEVEL 6 WITH THE SEAT IN THE IDENTICAL POSITION AND NO
CHANGE IN BODY POSITION. 3. THIS INTERMITTENT ISSUE COULD
NOT BE REPRODUCED IN ANY OTHER GM VEHICLE, INCLUDING AN
IDENTICAL MODEL. INFORMATION REDACTED PURSUANT TO THE
FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6). *TR

- NHTSA ID Number: 10469423

MY PASSENGER SIDE AIRBAG DOES NOT RECOGNIZE WHEN I HAVE
A PASSENGER THAT MEETS THE WEIGHT REQUIREMENTS, I HAVE

1 READ SEVERAL FORUMS OF SAME PROBLEMS AND CAN'T SEEM TO
2 GET CHEVY TO REALIZE THIS IS A MALFUNCTION AND A SAFETY
3 ISSUE, I THINK THAT A RECALL SHOULD BE MADE AND THIS
4 SHOULD NOT BE OWNERS EXPENSE, BUT MY LOCAL DEALER SAYS
IT IS. THIS POSSES A THREAT TO MY PASSENGERS AND COULD
CAUSE MALFUNCTION IN ANY OF MY AIRBAGS. *TR

- 5 • NHTSA ID Number: 10521741

6 REPAIR AIR BAG LIGHT DISPLAYS ON INSTRUMENT PANEL. CAR
7 TAKE TO DEALERSHIP AND EVEN THOUGH I BOUGHT EXTENDED
8 WARRANTY THE SAY IT'S NOT COVERED AND THE WANT \$600.00 TO
9 FIX IT. I CHECKED INTERNET AND THERE ARE LOTS OF PEOPLE
HAVING THE SAME PROBLEM. *TR

- 10 • NHTSA ID Number: 10558954

11 I HAVE TAKEN MY CAR INTO THE DEALERSHIP AND HAD THEM
12 CHECK IT OUT TO SEE WHAT IS WRONG AND FOR \$100 DIAGNOSIS
13 CHARGE. THEY TOLD ME THAT IT NEEDS A NEW PASSENGER
14 AIRBAG SENSOR...ON THE REPAIR TICKET IT IS STATED AS DTC
15 B0081 PASSENGER SEAT PROBLEM. I HAVE AROUND 55,000 MILES
16 AND NO WARRANTY LEFT. RESEARCHED THIS ISSUE AND FOUND
17 MANY TYPES OF GM CHEVY MODELS WITH THE SAME ISSUE. THIS
COST SHOULD NOT BE ON THE CONSUMER AND SHOULD BE
INVESTIGATED. IF YOU CAN HELP PLEASE EMAIL ME AT [XXX]
INFORMATION REDACTED PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6). *TR

- 18 • NHTSA ID Number: 10561279

19 PASSENGER AIR BAG SENSOR DID NOT DETECT A PASSENGER IN
20 THE SEAT, HAD TO PAY \$\$ TO HAVE THIS REPLACED. ON STAR RED
21 LIGHT WAS ALSO ON THEN GREEN ON & OFF. ON STAR SAID IT A
22 COMMUNICATION FAILED & WITH THE ACCIDENT NOTIFICATION.
23 THE CAR WAS CHECKED AT DEALERSHIP SAME TIME THE AIR BAG
24 SENSOR WAS CHECKED. THEN CHECKED 2 MORE TIMES SINCE. THE
25 DEALERSHIP COULD NOT FIND THE PROBLEM & TOLD US THEY
26 WOULD HAVE TO TAKE DASH & CONSOLE OUT TO FIND PROBLEM
27 AT OUR EXPENSE & OUR EXPENSE FOR A DIAGNOSTIC AGAIN. WE
28 NOW HAVE THE CAR AT A DIFFERENT GM DEALERSHIP THAT HAS A
TESTING INSTRUMENT FOR THE ANTENNA AND. IT CHARGING US
FOR THE DIAGNOSTIC. WE BOUGHT THIS CAR OFF SHOW ROOM AT
DEALERSHIP FOR OUR DAUGHTER TO HAVE A DEPENDABLE SAFE
CAR TO GET HER THROUGH HIGH SCHOOL & COLLEGE. NO THE
EXTENDED WARRANTY HASN'T COVERED ANY OF THIS. *TR

- 1 • NHTSA ID Number: 10566834

2 I WAS LEAVING WORK ONE DAY WITH NO ONE IN THE PASSENGER
3 SEAT... I GOT A ERROR SAYING SERVICE AIRBAG. I CALLED THE
4 DEALER SHIP AND THEY SAID MY CAR WAS OUT OF WARRANTY
5 AND THERE WAS NOTHING THEY CAN DO.. THIS IS THE ONLY
6 DEALERSHIP IN MY TOWN THE NEXT DEALER IS 250 MILES AWAY..
7 WHEN A PASSENGER GETS IN THE CAR I GET THE ERROR EVERY 2
8 MINUTES IT WORKS THEN IT DOESN'T IT WILL STATE THE AIRBAG IS
9 ON AND SECONDS LATER IT SAYS IT'S OFF AND A PASSENGER IS
10 BUCKLED UP IN THE MOVING CAR... I'M AFRAID IT WILL DEPLOY
11 WITH MY YOUNG CHILDREN IN THE CAR... PLEASE DO A RECALL ON
12 THE 2011 CAMARO I SEARCHED RECALLS AND THERE IS A RECALL
13 FOR ALL 2010 AND 2012 CAMARO AIRBAGS... WHY SKIP 2011 IF
14 SOMETHING IS WRONG WITH THE PREVIOUS AND FOLLOWING
15 YEAR THEN THERE IS SOMETHING WRONG WITH THE 2011 AS
16 WELL..

- 11 • NHTSA ID Number: 10572932

12 VEHICLE DISPLAYS A "SERVICE AIRBAG" LIGHT AND MESSAGE IN
13 THE MESSAGE DISPLAY. I WAS TOLD THAT THIS WILL LEAD TO A
14 NON-DEPLOYABLE AIRBAG IN CASE OF AN ACCIDENT. SEVERAL
15 PEOPLE HAVE THE SAME PROBLEM. I WAS TOLD THAT THE SENSOR
16 IS DEFECTIVE. *TR

- 16 • NHTSA ID Number: 10576272

17 AS I WAS DRIVING MY SERVICE AIRBAG LIGHT CAME ON.
18 UNFORTUNATELY IT WAS A WEEKEND SO THE DEALERSHIP WAS
19 CLOSED. THE NEXT MORNING I STARTED LOOKING UP RECALLS ON
20 MY CAR. THE RESULT WAS NO RECALLS ON MY CAR BUT I FOUND
21 HUNDREDS OF COMPLAINTS ABOUT THE SAME ISSUE I'M HAVING. I
22 TOOK MY CONCERN TO THE CHEVY DEALER THEY DIAGNOSED MY
23 CAR WITH A FAULTY AIRBAG SENSOR IN THE PASSENGER SIDE
24 SEAT THE COST WAS \$800 TO REPLACE I IMMEDIATELY CALLED GM
25 DIRECTLY AND EXPRESSED MY CONCERN. AFTER TWO DAY AND
26 MANY PHONE CALLS TO THE MAN AT GM THAT WAS HANDLING MY
27 CASE THEY TOLD ME THEY COULDN'T HELP ME. THIS IS FAULTY
28 PRODUCT THAT IS PUT IN VEHICLES THAT WE THE CONSUMERS
ARE DRIVING OUR FAMILIES AROUND IN. GM NEEDS TO GET ON
THE BALL , RECALL THESE FAULTY PARTS BEFORE THERE IS A
FATALITY. MY PASSENGER SIDE AIRBAG DOES NOT WORK SO I AM
UNABLE TO DRIVE MY CAR WITH A PASSENGER. I AM COMPLETELY
DISGUSTED WITH THE SERVICE AND THE PRODUCT GM PRODUCES.
*TR

- 1 • NHTSA ID Number: 10584967

2 TL* THE CONTACT OWNS A 2010 CHEVROLET CAMARO. THE
3 CONTACT STATED THAT WHILE DRIVING 60 MPH, THE PASSENGER
4 AIR BAG WARNING LAMP ILLUMINATED. THE VEHICLE WAS TAKEN
5 TO THE DEALER. THE TECHNICIAN DIAGNOSED THAT THE
6 PASSENGER SIDE SEAT AIR BAG SENSOR MAT WAS DEFECTIVE AND
7 NEEDED TO BE REPLACED. THE MANUFACTURER WAS NOT MADE
8 AWARE OF THE FAILURE. THE VEHICLE WAS NOT REPAIRED. THE
9 FAILURE MILEAGE WAS 17,500 AND THE CURRENT MILEAGE WAS
10 18,000.

- 8 • NHTSA ID Number: 10586938

9 ON 4 DIFFERENT OCCASIONS, THE SERVICE AIRBAG INDICATOR HAS
10 TURNED ON IN MY CAR. IT HAS BEEN IN THE SERVICE DEPARTMENT
11 EACH TIME WITH WORK LISTED AS CONNECTIONS CLEANED,
12 SENSOR CHECKED, WARNING RESET.....BUT NO REPLACEMENT
13 PARTS AND NOTHING NOTED AS DEFECTIVE. I'VE BEEN TOLD
14 PUTTING A LAP TOP ON THE PASSENGER SEAT COULD SET OFF THE
15 SENSOR.....A BLUE-TOOTH CALL COULD SET OFF THE SENSOR, BUT
16 NOT WHY? MOST RECENT TRIP (#5) TO HENDRICKS MOTORS WAS
17 04/24/2014. WE PICKED THE CAR UP, RAN ERRANDS (APPX. 40 MILES)
18 AND THE LIGHT IS ON AGAIN - THE SAME DAY! I HAVE BEEN TOLD
19 THE AIR BAGS WILL STILL DEPLOY, THE AIR BAGS MIGHT DEPLOY,
20 AND THE AIR BAGS WILL NOT DEPLOY, AS LONG AS THE SERVICE
21 LIGHT IS ON. WHAT IS MY NEXT STEP? I AM TRYING TO DOCUMENT
22 EVERYTHING IN CASE THERE IS AN ACCIDENT AND THE BAGS
23 DON'T DEPLOY.

- 18 • NHTSA ID Number: 10592125

19 PASSENGER AIRBAG SENSOR MALFUNCTION. SEEMS LIKE
20 MULTIPLE PEOPLE HAVE HAD THIS ISSUE. SHOULD BE A SAFETY
21 RECALL. I HAD TO PAY OVER \$800 TO REPAIR AT DEALERSHIP. *JS

- 22 • NHTSA ID Number: 10596834

23 A ELECTRICAL FUSE SHORT HAS CAUSED THE PASSENGER AIRBAG
24 TO NO LONGER ACTIVATE/ TURN ON WHEN A PASSENGER IS IN THE
25 FRONT SEAT. THUS, WHEN A PASSENGER IS IN THE SEAT, THE AIR
26 BAG WILL NOT DEPLOY. BOTH THE FUSE AND THE MODULE ARE
27 REQUIRED TO BE REPLACED. NO DAMAGE OR CHANGE WAS DONE
28 TO THE VEHICLE TO CAUSE THE SHORTAGE IN THE ELECTRICAL
SYSTEM. *TR

- NHTSA ID Number: 10598230

1 WITH NO ONE SITTING IN THE PASSENGER SEAT, I TURNED THE CAR
2 ON AND THE PASSENGER AIRBAG LIGHT FLASHED ON AND OFF.
3 THE DRIVERS PANEL AIRBAG LIGHT WAS FLASHING. IT WOULD GO
4 OFF WITH SOME TURNS OFF THE CAR. LEFT OR RIGHT DIDN'T
5 MATTER. THIS WENT ON FOR A FEW MONTHS. IF SOMEONE SAT IN
6 THE SEAT THEY WOULD HAVE TO MOVE AROUND FOR THE SENSOR
7 TO PICK UP THEY WERE IN THE SEAT. THE AIRBAG LIGHT IN THE
8 DRIVERS PANEL EVENTUALLY STAYED A SOLID LIGHT AND NO
9 LONGER FLASHED. *JS

- 10 • NHTSA ID Number: 10598348

11 THE AIRBAG NEED SERVICE ALERT CAME ON WHILE MY HUSBAND
12 WAS DRIVING AND I ON THE PASSENGER SIDE. THE NEXT MORNING
13 I CALLED IVORY CHEVROLET AND WAS TOLD THE EARLIEST I
14 COULD BE SEEN WAS MONDAY @ 8:30AM ,BECAUSE THEY ONLY
15 HAD ONE PERSON THAT COULD FIX THE PROBLEM. I ARRIVED @
16 7:45AM. AT 9:00AM I WAS ASKED, WHAT'S MY ISSUE AND AT 11:00 I
17 ASKED WHY IT WAS TAKING SO LONG FOR A DIAGNOSTIC AND WAS
18 TOLD SOMEONE WILL CHECK. GUY APPROACH ME @ 12:00 AND
19 ADVISE ME THAT THEY RESET THE SENSOR AND TO KEEP MY
20 PURSE OUT OF THE CAR SEAT. THREE DAYS LATER THE AIRBAG
21 ALERT & TIRE ALERT CAME ON. ONSTAR SYSTEM DO NOT SHOW
22 DATA FOR THE FRONT PASSENGER SIDE TIRE. I SPOKE WITH A
23 SERVICEMAN @ IVORY AND WAS TOLD TO COME BACK IN. I
24 REALLY DON'T UNDERSTAND WHY THERE ISN'T A RECALL ON THIS
25 ISSUE AND REQUEST AN EXPLANATION. *JS

- 26 • NHTSA ID Number: 10604413

27 AIR BAG LIGHT CAME ON AND WILL NOT GO OFF; I HAVE SEEN
28 SEVERAL REPORTS ONLINE OF OTHERS HAVING THE SAME
PROBLEM. *TR

- 29 • NHTSA ID Number: 10606363

30 MY AIR BAG LIGHT HAS BEEN ON FOR 2 YEARS NOW. I HAVE TOOK
31 MY CAR TO THE DEALERSHIP 7 TIMES TO GET THIS PROBLEM FIXED.
32 MY VEHICLE WAS UNDER WARRANTY WHEN I TOOK IT IN SO I
33 DIDN'T HAVE TO PAY ANY MONEY FOR THE SERVICES. OUT OF ALL
34 SEVEN TIMES THEY NEVER FIXED THE AIR BAG. NOW I BROUGHT IT
35 IN AGAIN AND THEY ARE CHARGING ME \$109 FOR SERVICES TO FIX
36 MY AIRBAG. THE AIR BAG LIGHT HAS BEEN ON FOR 2 YEARS,
37 MEANING IF I GET INTO A WRECK MY AIRBAG WON'T WORK. EVERY
38 TIME MY CAR WAS RELEASED FROM THE SERVICE DEPARTMENT
MY AIR BAG LIGHT IMMEDIATELY CAME BACK ON AFTER THE
PASSENGER SEAT WAS ADJUSTED. I SUPPOSE ALL THEY DID WAS

1 WIGGLE THE WIRE UNDER THE PASSENGER SEAT TO GET THE AIR
2 BAG LIGHT TO GO OFF IN ORDER TO RETURN MY CAR TO ME
3 KNOWING THAT IT WASN'T FIXED. NOW THEY ARE CHARGING ME
4 MONEY TO GET THE AIR BAG FIXED WHEN IT'S NOT MY FAULT THE
5 AIRBAG DOESN'T WORK. I BELIEVE THE MANUFACTURER SHOULD
6 BE AT FAULT FOR THIS PROBLEM. IN ADDITION, WHILE MY CAR
7 WAS IN THE DEALERSHIP SERVICES DEPARTMENT THEY PROVIDED
8 ME WITH A RENTAL FROM ENTERPRISE. BUT THEY USED MY
9 INSURANCE COMPANY INSTEAD OF PAYING \$17 A DAY FOR
10 ENTERPRISE'S INSURANCE COMPANY. I BELIEVE THIS IS WRONG
11 BECAUSE IT IS THE MANUFACTURER'S FAULT THAT MY AIR BAG
12 SYSTEM DOESN'T WORK PROPERLY AND THEY SHOULD PAY FOR
13 ENTERPRISE'S INSURANCE ON THE RENTAL CAR I WAS PROVIDED
14 WITH. THE TRUNK OF MY CAR ALSO IS BROKE AND THEY ARE
15 CHARGING ME \$182 IN ORDER TO GET IT FIXED BUT I HAVE FULL
16 COVERAGE WARRANTY ON MY VEHICLE. *TR

- 17 • NHTSA ID Number: 10606615

18 CHEVROLET CAMARO 2010, DRIVING ON INTERSTATE VEHICLE
19 STEERING BECAME STIFF (FELT AS IF IT LOCKED UP). SLID OFF
20 INTERSTATE ACROSS TWO LANES OFF TRAFFIC INTO THE CRASH
21 BARRIER. \$23,000 WORTH OF DAMAGE. TOTAL OF COURSE. AIRBAGS
22 DID NOT DEPLOY, ONSTAR DID NOT ACTIVATE. *TR

- 23 • NHTSA ID Number: 10606805

24 WHILE RIDING IN THE PASSENGER SEAT THE AIR BAG LIGHT
25 SWITCH FROM ON TO OFF SETTING SEVERAL TIMES RIDING DOWN
26 THE ROAD, IT WOULD STAY ON THE OFF POSITION FOR SOMETIMES
27 AND THEN SWITCH TO ON SETTING, YOU WOULD HAVE TO TOUCH
28 THE MENU BUTTON IN THE CAR TO GET THE ALARM FROM
BEEPING. I CHECK AND FOUND THERE ARE A COUPLE OF SERVICE
BULLETINS OUT ON THIS ISSUE. I CALLED THE DEALERSHIP WHERE
THE CAR WAS PURCHASE AND THEY WANTED TO CHARGE ME A
SERVICE FEE OF \$110.00 BECAUSE THE CAR JUST HAS WENT OUT OF
WARRANTY. I FEEL THIS IS A SAFETY ISSUE THAT SHOULD BE
TAKEN CARE OF BY GM. IF I AM RIDING IN THE CAR WITH THE AIR
BAG OFF THIS IS A SAFETY ISSUE, I DO NOT WANT TO LOOSE MY
LIFE OVER SOMETHING THAT GM SHOULD REPAIR AND HAS
KNOWN ABOUT SINCE 2009. THERE SHOULD BE A RECALL ON THIS
DEFECT TO REPAIR THE AIR BAG, THIS IS A SAFETY ISSUE AND
LIVES ARE AT RISK. *TR

- NHTSA ID Number: 10610877

THE PROBLEM STARTED OUT WITH THE "SERVICE AIRBAG"
WARNING DISPLAYING ON THE INFORMATION SCREEN ON THE
DASH AND THE AIRBAG WARNING LIGHT COMING ON WHEN I HAD

1 A PASSENGER IN THE VEHICLE. ACCORDING TO THE ON/OFF LIGHT
2 ON THE DOME LIGHT THE PASSENGER BAG IS OFF WHEN THIS
3 WARNING COMES ON. OVER THE PAST MONTH IT HAS GOTTEN
4 WORSE AND IT PROGRESSED TO JUST HAVING THE WARNING GO
5 OFF ALL THE TIME NOW, EVEN WHEN I DON'T HAVE A PASSENGER. I
6 HAVE NOTICED THAT THIS IS A RECURRING PROBLEM WITH THE
7 2010 MODEL AIRBAG SENSORS GOING BAD. I HAVE SEEN MANY
8 BLOGS THAT PEOPLE ARE HAVING THE SAME ISSUE WITH THEIR
9 AIRBAG SENSOR. I HAVE EVEN READ THAT THIS FIX COSTS OVER
10 \$800 TO THE CONSUMER. SINCE THIS IS A SAFETY ISSUE AND THIS
11 WILL RESULT IN A FAILURE OF THE AIRBAGS IN THE EVENT OF A
12 CRASH AND MOST LIKELY DEATHS, I FEEL THAT GM SHOULD BE
13 RESPONSIBLE FOR PUTTING A SUBSTANDARD PART INTO THEIR
14 SAFETY EQUIPMENT AND FIX THE PROBLEM. WHEN YOU PUT INTO
15 PERSPECTIVE HOW LITTLE USE THE PASSENGER SEAT GETS,
16 BECAUSE I ONLY HAVE A PASSENGER IN THE CAR FOR MAYBE 5-
17 10% OF THE TIME. SO THAT MEANS THAT I HAVE ONLY HAD
18 SOMEONE IN THAT SEAT FOR ONLY 2500-5000 MILES. THAT AIRBAG
19 SENSOR HAS HAD VERY LITTLE USE AND IT WENT BAD ALREADY. I
20 FEAR THAT NONE OF THE AIRBAGS WILL DEPLOY IN THE EVENT OF
21 A CRASH, OR EVEN WORSE DEPLOY WHILE DRIVING AND THEN
22 CAUSING AN ACCIDENT. *TR

- 23 • NHTSA ID Number: 10611103

24 AIR BAG LIGHT STAYS ON AND I'M THINKING THAT THE AIR BAGS
25 DO NOT DEPLOY WHEN NEEDED. ON STAR SENT ME AN E:MAIL
26 STATING THAT IT NEEDS TO BE FIXED. IS IT A RECALL AS I DO NOT
27 HAVE MONEY FOR FIXING IT AS I AM PUTTING MY
28 GRANDDAUGHTER THROUGH COLLEGE AND SHE USES THE CAR
EVERYDAY. HELP! *TR

- 29 • NHTSA ID Number: 10614729

30 THE AIRBAG LIGHT CAME ON IN MY CAMARO INDICATING THAT
31 THERE WAS SOMETHING WRONG WITH THE PASSENGER SIDE
32 AIRBAG. I TOOK IT TO THE JIM ELLIS CHEVROLET DEALERSHIP ON
33 PEACHTREE INDUSTRIAL BLVD IN ATLANTA, GA AND THEY
34 INFORMED ME THAT THE SEAT SENSOR THAT DETERMINES IF THE
35 PASSENGER SIDE AIRBAG IS ON OR NOT HAD DETERIORATED AND
36 NEEDED TO BE REPLACED. THE RISK I RAN WAS THE AIRBAG NOT
37 DEPLOYING IN THE EVENT OF AN ACCIDENT OR THE AIRBAG
38 DEPLOYING AT A TIME THAT I DIDN'T WANT IT TO. MY WARRANTY
HAD JUST EXPIRED THE YEAR BEFORE WHICH MEANS I WOULD
HAVE TO PAY THE FULL PRICE. THIS FIX COST ME OVER \$800 AND I
DO NOT APPRECIATE HAVING TO SPEND THIS KIND OF MONEY ON A

1 STANDARD FEATURE OF A VEHICLE THAT IS NOT SUPPOSE TO
2 MALFUNCTION, ESPECIALLY THIS EARLY IN THE VEHICLE'S LIFE. IT
3 HAS OCCURRED TO ME THAT THIS HAS BEEN A RECURRING
4 PROBLEM AMONGST CAMAROS BETWEEN 2009 AND 2012. I BELIEVE
5 I SPEAK FOR MOST CONSUMERS WHEN I SAY THAT WE HOLD
6 GENERAL MOTORS AT A HIGHER STANDARD THAN THIS AND THAT
7 WE SHOULD NOT HAVE TO DEAL WITH THESE KINDS OF PROBLEMS
8 IN OUR VEHICLES ESPECIALLY WITHIN THE FIRST 65,000 MILES OF
9 IT'S LIFE. I WOULD APPRECIATE IT IF GENERAL MOTORS
REIMBURSED ME THIS \$800 SINCE I THIS IS A PROBLEM I SHOULD
NOT HAVE HAD TO DEAL WITH THIS SOON IN THE VEHICLES
LIFETIME. I LIKE DRIVING MY CAMARO AND I WOULD LIKE TO
CONTINUE TO DRIVE IT SAFELY WITHOUT BEING HINDERED BY
MAJOR REPAIR COSTS. THANK YOU FOR YOUR CONSIDERATION.
*TR

- 10
- NHTSA ID Number: 10615757

11 I HAVE A DISPLAY ON DASHBOARD THAT SAID SERVICE AIR BAG, I
12 WENT TO THE DEALER AND THEY TOLD ME I HAD TO PAY 900
13 DOLLAR FOR AN AIRBAG SENSOR ON THE PASSENGER SIDE. I'M THE
14 ONLY DRIVER FOR THE CAR AND IS RARE WHEN I HAVE A
PASSENGER. I HEARD OTHER PEOPLE HAVING THE SAME ISSUES.
*TR

- 15
- NHTSA ID Number: 10617727

16 TL* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. WHILE
17 DRIVING APPROXIMATELY 45 MPH, THE AIR BAG WARNING
18 INDICATOR ILLUMINATED. THE DEALER STATED THAT THE
19 PASSENGER SIDE AIR BAG SENSOR WAS DEFECTIVE. THE VEHICLE
20 WAS NOT REPAIRED AND THE MANUFACTURER WAS NOT NOTIFIED.
THE VIN WAS UNAVAILABLE. THE APPROXIMATE FAILURE
MILEAGE WAS 68,000.

- 21
- NHTSA ID Number: 10625989

22 TL* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. THE
23 CONTACT STATED THAT THE AIR BAG WARNING INDICATOR
24 ILLUMINATED IN THE VEHICLE. THE DEALER STATED THAT THE AIR
25 BAG MODULATOR NEEDED TO BE REPLACED. THE VEHICLE WAS
26 NOT REPAIRED. THE VIN WAS UNAVAILABLE. THE FAILURE
MILEAGE WAS 81,000.

- 27
- NHTSA ID Number: 10627568

28 I OWN A 2010 CAMARO WITH 65,000 MILES. THE PASSENGER AIR BAG
SYSTEM STARTED SHUTTING OFF AND ON RANDOMLY WITH A

1 PASSENGER IN THE SEAT APPROX. 2 WEEKS AGO WHILE ON A
 2 WEEKEND TRIP. I HAVE TAKEN THE CAR TO MY DEALER AND
 3 CONTACTED GM COMPLAINT CENTER ON THIS SAFETY ISSUE. IT
 4 WAS DIAGNOSED AS THE PASSENGER SEAT SENSOR PAD AS THE
 5 CAUSE. THEY OFFERED TO REPLACE AND COVER LABOR BUT NOT
 6 THE COST OF PART \$311. MY VEHICLE HAS 65000 MILES ON IT I
 7 PURCHASE IT NEW AND THE PASSENGER SEAT HAS NOT BEEN USED
 8 MUCH AT ALL. MY CONCERN IS THERE ARE OTHER COMPLAINTS ON
 9 THIS SAME ISSUE OBVIOUSLY THERE IS A PROBLEM WITH THE SEAT
 10 PAD SENSOR. THE PAD ITSELF COVERS THE ENTIRE SEAT BOTTOM
 11 MADE OF THIN PLASTIC WITH SENSORS BETWEEN THE PLASTIC. I
 12 HAVE A CONCERN ABOUT THE RELIABILITY OF THE AIR BAG
 13 SYSTEM EVEN AFTER THE PAD IS REPLACED. VEHICLES ARE
 14 ENGINEERED TO BE SAFE USING SEAT BELTS AND AIR BAGS
 15 TOGETHER BUT THEY MUST FUNCTION TO DO SO. I HOPE GM STEPS
 16 UP AND LOOKS INTO THIS SAFETY ISSUE BEFORE THERE IS A
 17 FAILURE THAT CONTRIBUTES TO AN INJURY OR DEATH. I WILL
 18 HAVE IT REPAIRED BUT MY CONFIDENCE IS LOW ON THE
 19 DEPENDABILITY OF THE AIR BAG SYSTEM IN MY CAMARO! *TR

- 20 • NHTSA ID Number: 10629333

21 TL* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. THE
 22 CONTACT'S VEHICLE WAS REAR ENDED BY ANOTHER VEHICLE AND
 23 THE AIR BAGS FAILED TO DEPLOY. A POLICE REPORT WAS FILED.
 24 THE CONTACT SUSTAINED BACK AND KNEE INJURIES. THE VEHICLE
 25 WAS REPAIRED AND THE MANUFACTURER WAS NOT NOTIFIED. THE
 26 SPEED WAS UNKNOWN. THE FAILURE MILEAGE WAS 19,000.

- 27 • NHTSA ID Number: 10631446

28 THE AIRBAG LIGHT CAME ON INTERMITTENTLY, AND NOW, STAYS
 ON ALL THE TIME. I DON'T KNOW IF THE AIRBAGS WILL DEPLOY IN
 AN ACCIDENT. *TR

- 29 • NHTSA ID Number: 10631638

30 I WOKE UP ONE DAY TO FIND THE AIR BAG LIGHT ON. I DIDN'T
 31 THINK ANYTHING OF IT UNTIL I WENT TO GET THE CAR INSPECTED.
 32 THE CAR WAS REJECTED DUE TO THE LIGHT BEING ON. THE
 33 DEALERSHIP, WHO HAS DONE ALL THE SERVICE SINCE THE CAR
 34 WAS PURCHASED, TOLD US IT WOULD BE \$90 TO FIGURE OUT WHAT
 35 WAS CAUSING THE LIGHT TO BE ON. IT TURNS OUT IT IS THE
 36 PASSENGER SIDE AIR BAG SENSOR UNTIL THE SEAT, THE CAR HAS
 37 LESS THAN 32,000 MILES ON IT. THE PASSENGER SEAT HAS NOT
 38 BEEN USED ENOUGH FOR IT TO BE WORN DOWN. THE COST TO
 CURE THIS IS \$729! FROM MY UNDERSTANDING THIS CAR IS NOT
 THE ONLY ONE WITH THE ISSUE. MY DEALERSHIP SAID THEY HAVE
 HAD ANOTHER VEHICLE WHICH HAD THE SAME THING. I HAVE

1 LOOKED ON THE INTERNET AND HAVE SEEN OTHER CAMARO
2 OWNERS WHO HAVE HAD SIMILAR ISSUES. I HAVE FILED A
3 COMPLIANT WITH GM AND I AM AWAITING THEIR FINDINGS. *TR

- 4 • NHTSA ID Number: 10638610

5 I PURCHASED A BRAND NEW 2011 CHEVROLET CAMARO IN MARCH
6 OF 2011 FROM A CHEVROLET DEALER IN GEORGIA. SINCE THAT
7 PURCHASE, THE AIRBAG SERVICE INDICATOR LIGHT/ALERT
8 SYSTEM HAS ACTIVATED THREE (3) TIMES. I TOOK THE VEHICLE TO
9 THE SERVICE CENTER AT THE DEALERSHIP WHERE I PURCHASED
10 THE CAR ON ALL THREE OCCASIONS FOR REPAIR (04/26/12, 09/8/12
11 AND 10/5/13). AS OF TODAY'S DATE, THE AIRBAG SERVICE
12 INDICATOR HAS NOW ACTIVATED AGAIN FOR A FOURTH (4) TIME.
13 THE CAR HAS NOT BEEN IN AN ACCIDENT AT ANY TIME DURING MY
14 OWNERSHIP. *TR

- 15 • NHTSA ID Number: 10640130

16 TL* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. THE
17 CONTACT STATED THAT THE AIR BAG WARNING LIGHT
18 ILLUMINATED. THE VEHICLE WAS TAKEN TO A DEALER, WHO
19 DIAGNOSED THAT THE PASSENGER'S PRESENT DETECTION SENSOR
20 NEEDED TO BE REPAIRED. THE VEHICLE WAS NOT REPAIRED. THE
21 MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE
22 VIN WAS UNAVAILABLE. THE APPROXIMATE FAILURE MILEAGE
23 WAS 33,000.

- 24 • NHTSA ID Number: 10641220

25 TL* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. WHILE
26 REVERSING OUT OF A DRIVEWAY, THE AIR BAG INDICATOR
27 ILLUMINATED. THE FAILURE OCCURRED SEVERAL TIMES. THE
28 DEALER STATED THAT THE FRONT PASSENGER SENSOR MAT
NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE
MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE
APPROXIMATE FAILURE MILEAGE WAS 54,000.

- NHTSA ID Number: 10641601

AIRBAG WARNING FIRST STARTED APPEARING ON THE CAR. NOW IS
OFF AND ON CONTINUOUSLY REPORTING. WHY IS A RELATIVELY
COMMON FAULT ON SUCH AN IMPORTANT SAFETY COMPONENT
NOT A RECALL? *TR

- NHTSA ID Number: 10652240

1 FOR THE PASSED FEW MONTH I'VE NOTICE MY PASSENGER AIRBAG
 2 SENSOR HASN'T BEEN WORKING RIGHT, BUT NEVER THOUGHT
 3 ANYTHING MAJOR ABOUT IT. I DON'T HAVE A LOT OF PEOPLE IN MY
 4 PASSENGER SEAT SO IT WASN'T A PROBLEM AT FIRST. NOW IT'S
 5 BECOME ANNOYING AND MAKE ME FEEL BAD ABOUT MY CAR. I
 6 JUST TOOK TO THE DEALERSHIP AND THEY TOLD ME WHAT I
 7 ALREADY KNEW THAT THE MODULE HAS A DEFECT. *TR

- 8 • NHTSA ID Number: 10653520

9 PASSENGER AIR BAG LIGHT AND ALARM SOUNDING. PASSENGER
 10 SEAT AIR BAG SENSOR WENT BAD. WHEN A PASSENGER SITS IN THE
 11 SEAT THE SENOR LIGHT AND ALARM GO OFF AND INDICATE THAT
 12 THE PASSENGER AIR BAG HAS BEEN TURNED OFF. THE SENOR AND
 13 ALARM CONTINUE TO GO OFF AND ON WHILE DRIVING, TURNING
 14 THE AIR BAG OFF AND ON THROUGHOUT THE TIME THE PASSENGER
 15 IS IN THE SEAT. *TR

- 16 • NHTSA ID Number: 10659499

17 TL* THE CONTACT OWNS A 2010 CHEVROLET CAMARO. THE
 18 CONTACT STATED THAT WHEN AN OCCUPANT WAS SEATED IN THE
 19 FRONT PASSENGER SEAT, THE SERVICE AIR BAG WARNING LIGHT
 20 ILLUMINATED. THE VEHICLE WAS TAKEN TO A DEALER WHO
 21 DIAGNOSED THAT THE SEAT SENSOR NEEDED TO BE REPLACED.
 22 THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT
 23 NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE
 24 WAS 54,000.

- 25 • NHTSA ID Number: 10660051

26 THE PASSENGER SIDE AIR BAG WORKS ABOUT 50% OF THE TIME
 27 WITH AN ADULT PASSENGER IN THE SEAT. MY WIFE IS NORMAL
 28 SIZED, ABOUT 5'6" AND 160 LBS. THE PASSENGER AIR BAG LIGHT
 WILL ALSO INTERMITTENTLY SHOW ON AND THEN OFF WHILE
 DRIVING WITH A PASSENGER, EVEN WHEN THE PASSENGER IS
 MAKING NO MOVEMENTS. IT WAS BEEN REPLICATED AT THE
 DEALER, WITH MORE THAN ONE PASSENGER, INCLUDING AN
 EMPLOYEE OF THE DEALERSHIP. IT WAS ALSO REPLICATED WHILE
 CONNECTED TO AN ODBC2. AFTER FOUR TRIPS TO THE DEALER,
 THEY NOW DECLARE IT IS "OPERATING AS DESIGNED" AND THERE
 WILL BE NO MORE ATTEMPTED REPAIRS. THE VEHICLE IS NOW OUT
 OF WARRANTY AND STILL EXHIBITS THE ISSUE. I HAVE FOUND
 SEVERAL SIMILAR COMPLAINTS ON A CHEVY FORUM HERE:
[HTTP://WWW.CAMARO5.COM/FORUMS/SHOWTHREAD.PHP?T=122468](http://www.camaro5.com/forums/showthread.php?t=122468)
 THEY ALL MIMIC MY ISSUE. ONE CONSUMER HAD THE CAR
 REPLACED UNDER THE LEMON LAW. I TOOK MY CASE TO BBB
 ARBITRATION AND LOST ON A TECHNICALITY. I WAS TOLD I DID

1 NOT GIVE THE DEALER ENOUGH OPPORTUNITIES TO REPAIR THE
2 CAR. HOWEVER, EACH TIME I TOOK IT IN AFTER THE FOURTH
3 ATTEMPT, THEY REFUSED TO REPAIR THE CAR AND STATED IT WAS
4 "OPERATING AS DESIGNED". AFTER THE ARBITRATION MEETING, A
5 CHEVY EMPLOYEE PRESENT AT THE MEETING OFFERED A SEAT
6 REPLACEMENT IN THE FORM OF A WRITTEN LETTER. LATER, I TOOK
7 HIM UP ON HIS OFFER, BUT THEY HAD RESCINDED THE OFFER. I
8 TOOK IT UP THE MANAGEMENT CHAIN, AND AT ONE POINT, I WAS
9 OFFERED A CAR REPLACEMENT BUT THIS WAS LATER RESCINDED.
10 NOW THE CAR IS OUT OF WARRANTY AFTER ATTEMPTING REPAIRS
11 FOR THREE YEARS. *TR

- 8 • NHTSA ID Number: 10663259

9 SERVICE AIR BAG WARNING LIGHT COMES ON AND GOES OFF
10 WHILE DRIVING . CALLED SERVICE DEPARTMENT THEY SAID MAKE
11 SURE NOTHING IS UNDER SEATS THAT COULD OBSTRUCT THE SEAT
12 SENSORS. CHECKED NOTHING THERE. LIGHT STILL ON. SERVICE
13 DEPARTMENT SAID IT WOULD MAKE AIR BAGS INOPERABLE,
14 WOULDN'T DEPLOY AIR BAGS. IN CASE OF ACCIDENT. IS IT NORMAL
15 TO SERVICE AIR BAGS AT A CERTAIN MILEAGE POINT. I AM
16 FINDING ONLINE MANY OF THE CAMARO'S SEEM TO BE HAVING
17 THE SAME PROBLEMS I AM. I DON'T WANT TO BE DRIVING WHEN
18 THEY DECIDE TO GO OFF . *TR

- 15 • NHTSA ID Number: 10668883

16 MY SERVICE AIR BAG LIGHT CAME ON SO I TOOK IT TO THE
17 DEALERSHIP TO GET IT LOOKED AT. THEY TOLD ME IT IS JUST A
18 SENSOR AND YOU NEED TO PAY \$900 FOR US TO FIX IT. I DON'T
19 HAVE \$900. ABOUT A MONTH LATER I NOTICE MY DASH ON THE
20 PASSENGER SIDE STARTING TO CRACK A BIT AND THEN A FEW
21 WEEKS LATER A SEE MY DASH IS NOW STARTING TO BULGE AND IT
22 HAS A OUTLINE WHERE MY AIR BAG IS. I AM TERRIFIED THAT IT IS
23 GOING TO DEPLOY WHILE I'M DRIVING AND MY WIFE OR A CHILD IS
24 IN THE SEAT WHEN IT BLOWS. I HAVE READ NUMEROUS BLOGS
25 CONCERNING THE EXACT SAME ISSUE WITH THE AIR BAGS AND I
26 CAN'T FIGURE OUT WHY THIS IS NOT ALREADY A RECALL ISSUE.
27 *TR

- 24 • NHTSA ID Number: 10670850

25 WHEN THE CAR IS STARTED THE PASSENGER & DRIVERS SIDE AIR
26 BAG WARNING LIGHTS COME ON. A MESSAGE APPEARS THAT THE
27 AIR BAGS HAVE BEEN TURNED OFF. *TR

- 28 • NHTSA ID Number: 10682166

1 WE TOLD DEALER ABOUT TROUBLE AIR BAG BEFORE WARRANTY
 2 AND THEY CHECKED FREE UNDER WARRANTY CLAIMED DUE TO
 3 OVERSIZE TIRES AFTER WE USED TIRES UP TO MILAGE AND GOT
 4 NEW BACK TO FACTORY SIZE TIRES AND ADVISED THIS DID NOT
 5 CLEAR UP THE NOTICE ON PANEL - CHECK AIRBAG AS THERE WAS
 6 NO LIGHT ON AT THAT TIME THEY WANT 1,000 TO FIX ALTHOUGH
 7 WE TRIED AND EVEN WENT BACK BEFORE THE 36,000 WENT OUT TO
 8 EXPLAIN AFTER WARRANTY ETC AND THEY SAID NO WORRIES
 9 AFTER TIRES ARE USED AND REPLACE AND REALIGNED IF IT
 10 DOESNT CLEAR THEY WOULD TAKE CARE OF IT RIVERGATE TOM
 11 BANNEN IS NOW SERRA WE PURCHASED A 2012 CAMARO AND
 12 NOTICED THE RECALL IN 2012 ALTHOUGH WE CONTINUED TO
 13 DRIVE WITH THE CHECK AIRBAG CODE THE DEALER ASSURED WE
 14 WERE IN NO DANGER AND THE AIRBAG WILL DEPLOY ALTHOUGH
 15 WE ARE FEARFUL IT WILL NOT ESPECIALLY NOW WE KNOW THERE
 16 IS A RECALL FOR THE 2012 WE KNOW IT SHOULD APPLY TO THE
 17 2010 ALSO FYI - WE ALSO WILL COMPLAIN ON ANOTHER AFFECTED
 18 PART WE HAVE PAID \$800 FOR RECENT THAT ALSO SHOULD APPLY
 19 THAT ONLY APPLIES TO 2012

- 20 • NHTSA ID Number: 10683700

21 PASSENGER AIR BAG SENSOR TURNS ON AND OFF CAUSING ALARM
 22 AND SERVICE AIRBAG WARNING. THIS HAPPENS WHEN AND ADULT
 23 SITS IN THE CAR OR WHEN THERE IS ANYTHING IN THE PASSENGER
 24 SET. 4 YEAR OLD CAR SHOULD NOT HAVE THIS PROBLEM

- 25 • NHTSA ID Number: 10693870

26 DRIVING DOWN THE HIGHWAY AND THE AIRBAG SENSOR CAME
 27 ON. IT GOES ON/OFF AT WILL. IT APPERS AFTER READING OTHER
 28 POST, THAT THIS IS A FAULTY SENSOR IN THE SEAT AND THE
 DEALERS KNOW ABOUT IT. WHY HASN'T THERE BEEN A RECALL? I
 AM NOT SURE IF AIRBAG WILL DEPLOY ACCIDENTLLY OR IF IT
 WON'T DEPLOY DURING AN ACCIDENT. EITHER WAY, IF SOMONE IS
 SITTING IN THE PASSENGER'S SEAT, THEY ARE SURE THE GET
 INJURED.

- 29 • NHTSA ID Number: 10700801

30 2/25/15 - (CAMARO 2010 SS2, AUTO) UPON STARTUP THE "CHECK
 31 AIRBAG " ALARM SOUNDED AND DISPLAYED FOR ABOUT 5-8
 32 SECONDS, AND THEN NORMALIZED. I DROVE ABOUT TOWN 15-20
 33 MILES WITH NO FURTHER INCIDENT. 3/3/15 - WHILE DRIVING UNTO
 34 CITY STREET, THE "CHECK AIRBAG" ALARM SOUNDED AND
 35 FLASHED A MOMENTARY NOTICE TO HAVE AIRBAG SERVICED. I
 36 DROVE ABOUT 350 MILES, STOPPING AND STARTING AT VARIOUS
 37 TIMES WITHOUT FURTHER INCIDENCE. 3/14/15 - WHILE DRIVING ON

1 CITY STREET (ABOUT 2 MILES FROM HOME), THE SAME
2 OCCURRENCE AS ABOVE WAS NOTED. I KEEP MY CAMARO
3 SPOTLESS AND MOSTLY IN THE GARAGE. I'VE DISMISSED THESE
4 INCIDENTS, BUT AFTER READING OTHER REPORTS OF SIMILAR
5 RESPONSES, I FEEL COMPELLED TO MAKE OFFICIAL NOTE THEREOF.

- 6 • NHTSA ID Number: 10701448

7 AIR BAG SENSOR BEGAN GOING OFF ON MY 2010 CAMARO ABOUT 2
8 MONTHS AGO. I TOOK CAR TO DEALERSHIP AND THEY SAID IT
9 WOULD COST ALMOST \$1000 TO REPLACE THE SENSOR. THEY
10 COULD NOT TELL ME WHICH AIRBAG SENSOR WAS DEFECTIVE.
11 THEY ALSO COULD NOT TELL ME IF THE AIR BAG WOULD DEPLOY
12 IF VEHICLE IS HIT. THEY DID LOOK FOR AIR BAG RECALLS AND
13 FOUND NONE; HOWEVER, THE FACT THAT THEY COULD NOT
14 DETERMINE IF THEY AIR BAGS WOULD DEPLOY IS A SERIOUS
15 SAFETY ISSUE THAT I AM ASKING YOU TO LOOK INTO. A CAR THIS
16 NEW SHOULD NOT BE HAVING ANY SAFETY ISSUES. ALL SERVICE
17 ON THE VEHICLE HAS BEEN PERFORMED AT THE GM DEALERSHIP
18 WHERE IT WAS PURCHASED.

- 19 • NHTSA ID Number: 10706005

20 AIR BAGS LIGHT ON ALL THE TIME

- 21 • NHTSA ID Number: 10717134

22 TL* THE CONTACT OWNS A 2010 CHEVROLET CAMARO. THE
23 CONTACT STATED THAT THE PASSENGER SIDE AIR BAG FAILED TO
24 ILLUMINATE WHEN THE SEAT WAS OCCUPIED. THE VEHICLE WAS
25 TAKEN TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE
26 SEAT OCCUPANT MAT SENSOR FAILED. THE MANUFACTURER WAS
27 MADE AWARE OF THE FAILURE. THE VEHICLE WAS NOT REPAIRED.
28 THE FAILURE MILEAGE WAS 28,000. UPDATED 8/10/15*CN THE
CONSUMER STATED THE MANUFACTURER OFFERED TO ASSIST
WITH LESS THAN HALF OF THE COST FOR REPAIRS. THE CONSUMER
DECLINED THE OFFER STATING THE MANUFACTURER SHOULD PAY
IN FULL. THE MANUFACTURER REFUSED TO PAY IN FULL DUE TO
THE VEHICLE BEING OUT OF WARRANTY. UPDATED 10/1/2015*JS

- NHTSA ID Number: 10721922

TL* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. WHILE
DRIVING AT 35 MPH, THE AIR BAG WARNING LIGHT ILLUMINATED.
THE VEHICLE WAS TAKEN TO A DEALER WHO DIAGNOSED THAT
THE FRONT PASSENGER SIDE AIR BAG MODULE NEEDED TO BE
REPLACED. THE VEHICLE WAS NOT REPAIRED. THE

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MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 73,000.

- NHTSA ID Number: 10722770

PASSENGER AIR BAG SENSOR KEEPS GOING OFF ON THE CAMARO WHEN DRIVING. EVEN WITH NOTHING ON THE SEAT, THE "SERVICE AIR BAG" MESSAGE APPEARS ON THE DASH, BUT AFTER DRIVING FOR A SHORT DISTANCE, IT GOES AWAY. THEN IT COMES BACK INTERMITTENTLY, AGAIN WITH NOTHING ON THE SEAT. THE ISSUE STARTED APPEARING ON ITS OWN. I'VE SEARCHED IN ONLINE FORUMS AND SEE THAT A LOT OF OWNERS ARE HAVING THE SAME ISSUE, AND WHEN THEY TAKE IT TO THE DEALER, THE DEALER EXPECTS FOLKS TO PAY A HIGH PRICE TO GET THE ISSUE RESOLVED. I'VE VERIFIED THAT THERE ARE NO CABLES UNPLUGGED UNDER THE PASSENGER SEAT AND EVEN VERIFIED THAT ALL CABLES ARE PLUGGED IN SNUGGED TO THE MODULE. IF THE ISSUE EXISTS WITH SO MANY PEOPLE REPORTING THE SAME THING, WHY HASN'T THE MANUFACTURER DONE A RECALL ON THIS? ARE THEY EXPECTING A FATALITY TO OCCUR BEFORE THIS GETS ADDRESSED?

- NHTSA ID Number: 10726077

TL* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. THE CONTACT STATED THAT UPON STARTING THE VEHICLE, THE SERVICE AIR BAG WARNING LIGHT ILLUMINATED. THE VEHICLE WAS TAKEN TO THE DEALER, BUT WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 30,000.

- NHTSA ID Number: 10733806

AFTER DRIVING HOME FROM WORK, I PARKED MY CAR IN MY DRIVEWAY. I WENT INSIDE MY HOUSE TO GRAB SOMETHING. AFTER 3 MINUTES, I WENT BACK TO MY CAR TO START IT. ALL OF A SUDDEN THE SERVICE AIRBAG MESSAGE APPEARED. THIS HAS NEVER HAPPENED BEFORE. I RESEARCHED ONLINE AND I SAW NUMEROUS COMPLAINTS ABOUT THE 2010 CAMARO AND HOW THE AIRBAG SENSORS ARE FAULTY. I TOOK MY CAR TO THE CHEVY DEALERSHIP IN BRIDGEWATER NJ. THEY DETERMINED THAT THE SDM NEEDS TO BE REPLACED ON THE CAR. THEY ARE GOING TO CHARGE 950 DOLLARS FOR THE REPAIR. THEY STATED THAT MY AIRBAGS DO NOT WORK. THEY ALSO STATED THAT THEY WERE UNSURE IF THE AIRBAGS COULD DEPLOY ON THEIR OWN. THIS IS CLEARLY A KNOWN ISSUE BY GM, BUT YET NO RECALL. WHY IS THERE NO RECALL ON THIS? HOW IS GM ALLOWED TO MAKE MONEY OFF THIS, FROM 800-1000 PER CAR. THIS IS CLEARLY

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DANGEROUS. I HAVE TO DRIVE WITH NO AIRBAGS UNTIL I CAN AFFORD THE FIX. PLEASE INVESTIGATE. CLEARLY THIS IS AN ISSUE FOR THE 2010 CAMARO.

- NHTSA ID Number: 10736202

PASSENGER SIDE AIR BAG SENSOR IN SEAT IS DEFECTIVE, CONTINUES TO GO ON AND OFF WHEN SOMEONE IS SITTING IN PASSENGER SIDE OF CAR. OR WHEN I HAVE MY LAPTOP IN THE PASSENGER SEAT. CHEVROLET WILL NOT ACKNOWLEDGE THERE IS A PROBLEM. IT APPEARS TO BE A BAD DESIGN OR DEFECTIVE PARTS. CAR HAS NOT BEEN IN ANY ACCIDENTS THAT I KNOW OF AND NO KIDS USUALLY RIDE IN FRONT SEAT

- NHTSA ID Number: 10762930

TL* THE CONTACT OWNS A 2010 CHEVROLET CAMARO. WHEN THE VEHICLE WAS STARTED, THE AIR BAG WARNING INDICATOR ILLUMINATED. THE FAILURE RECURRED EACH TIME THE VEHICLE WAS STARTED. THE CONTACT ALSO STATED THAT WHEN THE PASSENGER SEAT WAS OCCUPIED, THE SERVICE AIR BAG WARNING INDICATOR ILLUMINATED. THE FAILURE RECURRED EACH TIME A PASSENGER WAS SEATED IN THE PASSENGER SEAT. THE VEHICLE WAS TAKEN TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE SENSOR IN THE PASSENGER SEAT NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED; HOWEVER, THE DEALER DEACTIVATED THE AIR BAG ON THE PASSENGER SIDE. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 21,000.

- NHTSA ID Number: 10766825

MY AIRBAG SERVICE LIGHT KEEPS COMING ON. WHEN SOMEONE SITS IN THE PASSENGER SEAT, MY AIRBAG LIGHT KEEPS GOING FROM ON TO OFF WHILE SOMEONE IS SITTING IN THE SEAT. SAFETY ISSUE IS THAT IF I GET INTO AN ACCIDENT, MORE THAN LIKELY THE AIRBAG WILL NOT DEPLOY AS EXPECTED. FAULTY SENSOR OR BAD WIRING I DONT KNOW BUT I SEE THIS ISSUE IN ALOT OF CAMARO FORUMS AND ONLINE IN GENERAL.

- NHTSA ID Number: 10786949

AIR BAG SENSOR IS ALWAYS COMING ON AND DINGS EVERY FEW MINUTES....WHETHER OR NOT THERE IS SOMEONE IN THE PASSENGER SEAT OR NOT, WHETHER ITS IN DRIVE OR IN PARK, WHEN IT GOES OFF, I TURN THE SWITCH TO DISREGARD THE NOTIFICATION AND IT COMES ON EVERY FEW MINUTES....ALSO, THE EVAPORATOR CORE KIT NEEDS REPLACED, WHICH IS ABOUT

1 \$2000 AND 20 HOURS OF LABOR DUE TO HAVING TO REMOVE
2 WINDSHEILD. HEATER AND DEFROST WORK FINE BUT AC WILL NOT
3 COOL, SMELLS FUNNY INSIDE THE CAR AND MAKES NOISE WHEN
4 YOU TRY TO TURN ON A/C. THANKFULLY ITS FALL.. NO RECALLS
5 BUT FOUND LOTS OF COMPLAINTS ON THE A/C AND 2011
6 CHEVROLET CAMAROS. THE A/C STARTED SLOWLY GETTING LESS
7 AND LESS COOL EACH DAY THEN THE LAST DAY BEFORE IT QUIT,
8 THE DRIVER SIDE WOULDNT COOL AT ALL BUT THE PASSENGER
9 SIDE WOULD. PUT IN REFRIGERANT AND IT COOLED FOR A COUPLE
10 MORE DAYS THEN JUST QUIT COOLING. 75,000 MILES, HAD IT 5
11 YEARS 1 MONTH, NO WARRANTY. DONT WANT TO PAY THAT MUCH
12 TO COOL MY CAR, WILL NOT PURCHASE ANOTHER CAMARO! NOT
13 HAPPY.

- 9 • NHTSA ID Number: 10788678

10 TL* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. WHILE
11 DRIVING 50 MPH, THE FRONT DRIVER AND PASSENGER AND SIDE
12 AIR BAGS DEPLOYED. THE SERVICE AIR BAG WARNING LIGHT
13 ILLUMINATED. THE VEHICLE WAS TAKEN TO THE DEALER WHERE
14 IT WAS DIAGNOSED THAT THE AIR BAG SENSOR NEEDED TO BE
15 REPLACED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE.
16 THE FAILURE MILEAGE WAS 55,000.

- 15 • NHTSA ID Number: 10794733

16 TL* THE CONTACT OWNS A 2010 CHEVROLET CAMARO. THE
17 CONTACT STATED THAT WHILE PARKED, THE AIR BAG WARNING
18 LIGHT ILLUMINATED. THE CONTACT STATED THAT THE FAILURE
19 OCCURRED WHEN DRIVING OR PARKED ALONG WITH A CHIME. THE
20 VEHICLE WAS TAKEN TO A DEALER WHERE IT WAS DIAGNOSED
21 THAT THE AIR BAG SENSOR AND MODULE NEEDED TO BE
22 REPLACED. THE VEHICLE WAS NOT REPAIRED. THE
23 MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE
24 FAILURE MILEAGE WAS 42,600.

- 22 • NHTSA ID Number: 10809051

23 WHILE DRIVING AT HIGHWAY SPEED "SERVICE AIRBAGS" LIGHT
24 CAME ON FOR NO APPARENT REASON. THIS CAR HAS NEVER BEEN
25 IN AN ACCIDENT AND DID NOT COME IN CONTACT WITH
26 ANYTHING. LIGHT IS STILL ON AND REPAIR "ESTIMATE" IS
27 BETWEEN \$750.00 AND \$1500.00. CAR HAD APPROXIMATELY 32000
28 MILES ON THE ODOMETER WHEN THIS OCCURRED BUT BECAUSE
THE CAR IS 4 YEARS OLD CHEVROLET WILL NOT WARRANTY THIS
SAFETY PROBLEM.

- NHTSA ID Number: 10811430

WHILE DRIVING ON THE HIGHWAY OR ON CITY STREETS, THE AIR BAG LIGHT COMES ON AN DINGS ABOUT EVERY 20 SECONDS. I AM ABLE TO STOP THE DING BY PUSHING THE BUTTON TO DISREGARD THE MESSAGE. IT DID THIS FOR ABOUT 2 WEEKS. IT NO LONGER DINGS BUT THE AIR BAG INDICATOR LIGHT CONTINUOUSLY STAYS LIT AND THE "SERVICE AIRBAG" LIGHT COMES ON WHEN THE CAR IS STARTED. 2011 CAMARO V6, 100,000 MILES

- NHTSA ID Number: 10822887

TL* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. THE CONTACT STATED THAT WHILE DRIVING AT VARIOUS SPEEDS, THE AIR BAG WARNING INDICATOR ILLUMINATED. THE CONTACT STATED THAT THE FAILURE OCCURRED INTERMITTENTLY. THE CONTACT STATED THAT WHILE DRIVING AT VARIOUS SPEEDS, A POWER SOURCE WARNING MESSAGE ILLUMINATED. THE VEHICLE WAS TAKEN TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE AIR BAG MODULE NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS APPROXIMATELY 82,000. THE VIN WAS NOT AVAILABLE.

32. Although Defendant was aware of the widespread nature of the Airbag Defect in the Class Vehicles, and the grave safety risk posed by it, Defendant took no steps to notify customers of the Airbag Defect or to provide them with any relief.

33. Customers have reported the Airbag Defect in the Class Vehicles to Defendant directly and through its dealers. As a result of these reports and its own internal testing, among other things, Defendant was fully aware of the Airbag Defect contained in the Class Vehicles throughout the Class Period. Nevertheless, Defendant actively concealed the existence and nature of the Airbag Defect from Plaintiffs and the other Class Members at the time of purchase or repair and thereafter. Specifically, Defendant:

- a. Failed to disclose and/or actively concealed, at and after the time of purchase or repair, any and all known material defects or material nonconformities of the Class Vehicles, including the Airbag Defect;

1 45. Numerosity: Although the exact number of Class and Sub-Class Members is
2 uncertain and can only be ascertained through appropriate discovery, the number is great enough
3 such that joinder is impracticable. The disposition of the claims of these Class Members in a single
4 action will provide substantial benefits to all parties and to the Court. The Class Members are, *inter*
5 *alia*, readily identifiable from information and records in Defendant's possession, custody, or
6 control.

7 46. Typicality: The claims of the representative Plaintiffs are typical of the claims of the
8 Class in that the representative Plaintiffs, like all Class Members, paid for a Class Vehicle designed,
9 manufactured, and distributed by Defendant in which the airbag system was defective. The
10 representative Plaintiffs, like all Class Members, have been damaged by Defendant's misconduct in
11 that they have incurred or will incur the cost of diagnosing and repairing or replacing the defective
12 airbag system and its related parts. Further, the factual bases of Defendant's misconduct are
13 common to all Class Members and represent a common thread of fraudulent, deliberate, and/or
14 negligent misconduct resulting in injury to all Class Members.

15 47. Commonality: There are numerous questions of law and fact common to Plaintiffs
16 and Class Members that predominate over any question affecting only individual Class Members.
17 These common legal and factual issues include the following:

- 18 a. Whether the Class Vehicles suffer from the Airbag Defect;
- 19 b. Whether the Airbag Defect constitutes an unreasonable safety risk;
- 20 c. Whether Defendant knows about the Airbag Defect and, if so, how long
21 Defendant has known of the defect;
- 22 d. Whether the defective nature of the Class Vehicles and their airbag systems
23 constitutes a material fact;
- 24 e. Whether Defendant had and has a duty to disclose the defective nature of the
25 Class Vehicles and their airbag systems to Plaintiffs and the other Class
26 Members;
- 27 f. Whether Plaintiffs and the other Class Members are entitled to equitable relief,
28 including but not limited to a preliminary and/or permanent injunction;

- 1 g. Whether Defendant knew or reasonably should have known of the Airbag Defect
- 2 contained in the Class Vehicles before it sold or leased them to Class Members;
- 3 h. Whether Defendant violated the Consumers Legal Remedies Act, California
- 4 Civil Code sections 1750 *et seq.*, as alleged in this Complaint;
- 5 i. Whether Defendant has engaged in unlawful, unfair, or fraudulent business
- 6 practices in violation of California Business and Professions Code sections
- 7 17200 *et seq.*, as alleged in this Complaint;
- 8 j. Whether Defendant fraudulently concealed and/or failed to disclose material
- 9 facts concerning the Class Vehicles and their airbag systems; and
- 10 k. Whether Defendant violated the implied warranty of merchantability.

11 48. Adequate Representation: Plaintiffs will fairly and adequately protect the interests of
12 the Class Members. Plaintiffs have retained attorneys experienced in the prosecution of class
13 actions, including consumer and product defect class actions, and Plaintiffs intend to prosecute this
14 action vigorously.

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

FIRST CAUSE OF ACTION

(Violation of Consumers Legal Remedies Act,
California Civil Code § 1750 *et seq.*)

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4 50. Plaintiffs hereby incorporate by reference the allegations contained in the preceding
5 paragraphs of this Complaint.

6 51. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the
7 members of the Nationwide Class, or, in the alternative, on behalf of the members of the California
8 Sub-Class.

9 52. Defendant is a “person” as defined by California Civil Code § 1761(c).

10 53. Plaintiffs and the other Class Members are “consumers” within the meaning of
11 California Civil Code § 1761(d).

12 54. By failing to disclose and concealing the defective nature of the Class Vehicles and
13 their airbag systems from Plaintiffs and Class Members, Defendant violated California Civil Code §
14 1770(a), as it represented that the Class Vehicles and their airbag systems had characteristics and
15 benefits that they do not have, and represented that the Class Vehicles and their airbag systems were
16 of a particular standard, quality, or grade when they were of another. *See* Cal. Civ. Code §§
17 1770(a)(5) & (7).

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

21 56. Defendant knew that its Class Vehicles and their airbag systems suffered from an
22 inherent defect, were defectively designed and/or manufactured, would fail prematurely, and were
23 not suitable for their intended use.

24 57. Defendant was under a duty to Plaintiffs and the Class Members to disclose the
25 defective nature of the Class Vehicles and their airbag systems and the associated repair costs
26 because:

- 27 a. Defendant was in a superior position to know the true state of facts about the
28 safety defect contained in the Class Vehicles and their airbag systems;

- 1 b. Plaintiffs and Class Members could not reasonably have been expected to learn
2 or discover that their airbag systems have a dangerous safety defect until after
3 they purchased the Class Vehicles; and
- 4 c. Defendant knew that Plaintiffs and Class Members could not reasonably have
5 been expected to learn about or discover the Airbag Defect.

6 58. By failing to disclose the Airbag Defect, Defendant has knowingly and intentionally
7 concealed material facts and breached its duty not to do so.

8 59. The facts concealed or not disclosed by Defendant to Plaintiffs and the other Class
9 Members are material because a reasonable consumer would have considered them to be important
10 in deciding whether or not to purchase or lease the Class Vehicles, or to pay less for them. Had
11 Plaintiffs and other Class Members known that the Class Vehicles and their airbag systems were
12 defective, they would not have purchased or leased the Class Vehicles, or would have paid less for
13 them.

14 60. Plaintiffs and the other Class Members are reasonable consumers who do not expect
15 that their vehicles will suffer from an Airbag Defect. That is the reasonable and objective consumer
16 expectation for vehicles and their airbag systems.

17 61. As a result of Defendant's misconduct, Plaintiffs and the other Class Members have
18 been harmed and have suffered actual damages in that the Class Vehicles and their airbag systems
19 are defective and require repair or replacement.

20 62. As a direct and proximate result of Defendant's unfair or deceptive acts or practices,
21 Plaintiffs and the other Class Members have suffered and will continue to suffer actual damages.

22 63. By letters dated March 4, 2016 and March 31, 2016, and sent via certified mail,
23 Plaintiffs provided Defendant with notice of its alleged violations of the CLRA pursuant to
24 California Civil Code Section 1782(a) and demanded that Defendant rectify the problems associated
25 with the behavior detailed above. As of the filing of this Complaint, Defendant has failed to respond
26 to Plaintiffs' demands and has failed to give notice to all affected consumers, as required by
27 California Civil Code Section 1782.

28 64. Accordingly, Plaintiffs seek an order enjoining the acts and practices described

1 above.

2 65. Plaintiffs additionally seek actual damages, restitution, statutory and punitive
3 damages, attorneys' fees and costs, and any other relief that the Court deems proper under Section
4 1780(a) of the CLRA pursuant to Civil Code Section 1782(d), due to Defendant's failure to rectify
5 or agree to adequately rectify its violations as detailed above.

6 **SECOND CAUSE OF ACTION**

7 (Violation of Unfair Competition Law.
8 California Business & Professions Code § 17200 *et seq.*)

9 66. Plaintiffs hereby incorporate by reference the allegations contained in the preceding
10 paragraphs of this Complaint.

11 67. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the
12 members of the Nationwide Class, or, in the alternative, on behalf of the members of the California
13 Sub-Class.

14 68. California Business & Professions Code Section 17200 prohibits acts of "unfair
15 competition," including any "unlawful, unfair or fraudulent business act or practice" and "unfair,
16 deceptive, untrue or misleading advertising."

17 69. Defendant knew that the Class Vehicles and their airbag systems suffered from an
18 inherent defect, were defectively designed and/or manufactured, would fail prematurely, and were
19 not suitable for their intended use.

20 70. In failing to disclose the Airbag Defect, Defendant has knowingly and intentionally
21 concealed material facts and breached its duty not to do so.

22 71. Defendant was under a duty to Plaintiffs and the other Class Members to disclose the
23 defective nature of the Class Vehicles and their airbag systems because:

- 24 a. Defendant was in a superior position to know the true state of facts about the
25 safety defect in the Class Vehicles and their airbag systems;
- 26 b. Defendant made partial disclosures about the quality of the Class Vehicles
27 without revealing the defective nature of the Class Vehicles and their airbag
28 systems; and

1 c. Defendant actively concealed the defective nature of the Class Vehicles and their
2 airbag systems from Plaintiffs and Class Members at the time of sale and
3 thereafter.

4 72. The facts concealed or not disclosed by Defendant to Plaintiffs and the other Class
5 Members are material because a reasonable person would have considered them to be important in
6 deciding whether or not to purchase or lease Defendant's Class Vehicles, or to pay less for them.
7 Had Plaintiffs and other Class Members known that the Class Vehicles suffered from the Airbag
8 Defect described herein, they would not have purchased or leased the Class Vehicles or would have
9 paid less for them.

10 73. Defendant continued to conceal the defective nature of the Class Vehicles and their
11 airbag systems even after Class Members began to report problems. Indeed, Defendant continues to
12 cover up and conceal the true nature of this systematic problem today.

13 74. Defendant's omissions of material facts, as set forth herein, also constitute "unfair"
14 business acts and practices within the meaning of California Business and Professions Code section
15 17200 *et seq.*, in that Defendant's conduct was injurious to consumers, offended public policy, and
16 was unethical and unscrupulous. Plaintiffs also assert a violation of public policy arising from
17 Defendant's withholding of material safety facts from consumers. Defendant's violation of
18 consumer protection and unfair competition laws resulted in harm to consumers.

19 75. By its conduct, Defendant has engaged in unfair competition and unlawful, unfair,
20 and fraudulent business practices.

21 76. Defendant's unfair or deceptive acts or practices occurred repeatedly in Defendant's
22 trade or business, and were capable of deceiving a substantial portion of the purchasing public.

23 77. As a direct and proximate result of Defendant's unfair and deceptive practices,
24 Plaintiffs and Class Members have suffered and will continue to suffer actual damages.

25 78. Defendant has been unjustly enriched and should be required to make restitution to
26 Plaintiffs and Class Members pursuant to sections 17203 and 17204 of the Business & Professions
27 Code.

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THIRD CAUSE OF ACTION

(Fraudulent Omission)

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3 79. Plaintiffs hereby incorporate by reference the allegations contained in the preceding
4 paragraphs of this Complaint.

5 80. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the
6 members of the Nationwide Class, or, in the alternative, on behalf of the members of the California
7 Sub-Class.

8 81. Defendant knew or should have known that the Class Vehicles and their airbag
9 systems were defectively designed and/or manufactured, would fail, and were not suitable for their
10 intended use.

11 82. Defendant concealed from and failed to disclose to Plaintiffs and Class Members the
12 defective nature of the Class Vehicles and their airbag systems.

13 83. Defendant was under a duty to Plaintiffs and Class Members to disclose the defective
14 nature of the Class Vehicles and their airbag systems because:

- 15 a. Defendant was in a superior position to know the true state of facts about the
16 safety defect contained in the Class Vehicles' and their airbag systems;
17 b. Defendant made partial disclosures about the quality of the Class Vehicles
18 without revealing the defective nature of their airbag systems; and
19 c. Defendant actively concealed the defective nature of the Class Vehicles and their
20 airbag systems from Plaintiffs and Class Members.

21 84. The facts concealed or not disclosed by Defendant to Plaintiffs and the other Class
22 Members are material in that a reasonable person would have considered them to be important in
23 deciding whether to purchase or lease Defendant's Class Vehicles or pay a lesser price for them.
24 Had Plaintiffs and Class Members known about the defective nature of the Class Vehicles and their
25 airbag systems, they would not have purchased or leased the Class Vehicles, or would have paid less
26 for them.

27 85. Defendant concealed or failed to disclose the true nature of the design and/or
28 manufacturing defects contained in the Class Vehicles and their airbag systems in order to induce

1 Plaintiffs and Class Members to act thereon. Plaintiffs and the other Class Members justifiably
2 relied on Defendant's omissions to their detriment. This detriment is evident from Plaintiffs' and
3 Class Members' purchase or lease of Defendant's Class Vehicles.

4 86. Defendant continued to conceal the defective nature of the Class Vehicles and their
5 airbag systems even after Class Members began to report the problems. Indeed, Defendant continues
6 to cover up and conceal the true nature of the problem today.

7 87. As a direct and proximate result of Defendant's misconduct, Plaintiffs and Class
8 Members have suffered and will continue to suffer actual damages.

9 **FOURTH CAUSE OF ACTION**

10 (Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty Act,
11 California Civil Code §§ 1792 and 1791.1 *et seq.*, and *Cal. Comm. Code §2314*)

12 88. Plaintiffs hereby incorporate by reference the allegations contained in the preceding
13 paragraphs of this Complaint.

14 89. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the
15 members of the Nationwide Class, or, in the alternative, on behalf of the members of the California
16 Sub-Class.

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

20 91. Defendant provided Plaintiffs and Class Members with an implied warranty that the
21 Class Vehicles and any parts thereof were merchantable and fit for the ordinary purposes for which
22 they were sold. However, the Class Vehicles were and are not fit for their ordinary purpose of
23 providing reasonably reliable and safe transportation because, *inter alia*, the Class Vehicles suffer
24 from an Airbag Defect that can put the lives of occupants at risk.

25 92. Defendant impliedly warranted that the Class Vehicles were of merchantable quality
26 and fit for such use. This implied warranty included, among other things: (i) a warranty that the
27 Class Vehicles and their airbag systems designed, manufactured, supplied, distributed, and/or sold
28 by Defendant were safe and reliable for providing transportation; and (ii) a warranty that the Class

1 Vehicles and their airbag systems would be fit for their intended use while the Class Vehicles were
2 being operated.

3 93. Contrary to the applicable implied warranties, the Class Vehicles and their airbag
4 systems at the time of sale and thereafter were not fit for their ordinary and intended purpose of
5 providing Plaintiffs and the other Class Members with reliable, durable, and safe transportation.
6 Instead, the Class Vehicles are defective, as described more fully above.

7 94. Defendant's actions, as complained of herein, breached the implied warranty that the
8 Class Vehicles were of merchantable quality and fit for such use in violation of California Civil
9 Code sections 1792 and 1791.1, and California Commercial Code section 2314.

10 **FIFTH CAUSE OF ACTION**

11 (Breach of Implied Warranty Under Magnuson-Moss Warranty Act,
12 15 U.S.C. § 2301 *et seq.*)

13 95. Plaintiffs hereby incorporate by reference the allegations contained in the preceding
14 paragraphs of this Complaint.

15 96. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the
16 members of the Nationwide Class, or, in the alternative, on behalf of the members of the California
17 Sub-Class.

18 97. Plaintiffs and Class Members are "consumers" within the meaning of the Magnuson-
19 Moss Warranty Act, 15 U.S.C. § 2301(3).

20 98. Defendant is a "supplier" and "warrantor" within the meaning of 15 U.S.C. §§
21 2301(4)-(5).

22 99. The Class Vehicles are "consumer products" within the meaning of 15 U.S.C. §
23 2301(1).

24 100. Defendant's implied warranty is an "implied warranty" within the meaning of 15
25 U.S.C. § 2301(7).

26 101. Defendant breached the implied warranty by virtue of the above-described acts.

27 102. Plaintiffs and the other Class Members (or the prior owners/lessees of their Class
28 Vehicles) notified Defendant of the breach within a reasonable time and/or were not required to do

1 so. Defendant was also on notice of the Airbag Defect from, among other sources, the complaints
2 and service requests it received from Class Members and its dealers.

3 103. Defendant's breach of the implied warranty deprived Plaintiffs and Class Members of
4 the benefits of their bargains

5 104. As a direct and proximate result of Defendant's breach of the implied warranty,
6 Plaintiffs and the other Class Members sustained damages and other losses in an amount to be
7 determined at trial. Defendant's conduct damaged Plaintiffs and the other Class Members, who are
8 entitled to recover actual damages, consequential damages, specific performance, diminution in value,
9 and costs, including statutory attorney fees and/or other relief as appropriate

10 **RELIEF REQUESTED**

11 105. Plaintiffs, on behalf of themselves and all others similarly situated, request that the
12 Court enter judgment against Defendant, and issue an order providing the following relief:

- 13 a. That Defendant provide notice, in a form pre-approved by Plaintiffs, to all Class
14 Members and, in the notice, offer to repair, without charge, the Airbag Defect
15 contained in the Class Vehicles;
- 16 b. That Defendant provide notice, in a form pre-approved by Plaintiffs, to all Class
17 Members and, in the notice, extend the warranty for the Class Vehicles' airbag
18 systems to 10-years/120,000-miles, whichever is later;
- 19 c. That Defendant immediately cease the sale and lease of the Class Vehicles at all
20 of Defendant's authorized dealerships without first notifying the purchasers or
21 lessees of the Airbag Defect, and otherwise immediately cease to engage in the
22 violations of the law set forth above;
- 23 d. That Defendant pay damages and restitution in an amount to be proven at trial;
- 24 e. An order certifying the proposed Class and Sub-Class, designating Plaintiffs as
25 named representatives of the Class and Sub-Class, and designating the
26 undersigned as Class Counsel;
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- f. A declaration that Defendant is financially responsible for notifying all Class Members about the defective nature of the Class Vehicles and their airbag systems;
- g. Any and all remedies provided pursuant to the Song-Beverly Act, including California Civil Code Section 1794;
- h. An award to Plaintiffs and Class Members of compensatory, exemplary, and statutory damages, including interest, in an amount to be proven at trial;
- i. A declaration that Defendant must disgorge, for the benefit of the Class, all or part of the ill-gotten profits it received from the sale or lease of the Class Vehicles, or make full restitution to Plaintiffs and Class Members;
- j. An award of attorneys' fees and costs, as allowed by law;
- k. An award of attorneys' fees and costs pursuant to California Code of Civil Procedure Section 1021.5;
- l. An award of pre-judgment and post-judgment interest, as provided by law;
- m. Leave to amend the Complaint to conform to the evidence produced at trial; and
- n. Such other relief as may be appropriate under the circumstances.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of any and all issues in this action so triable as of right.

1 DATED: May 4, 2016

Respectfully submitted,

2 GLANCY PRONGAY & MURRAY LLP

3
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EXHIBIT 1

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6
7 **UNITED STATES DISTRICT COURT**
8 **NORTHERN DISTRICT OF CALIFORNIA**
9

10 PHILIP BRYDE, JENNIFER WATERS and
ALVIN NORTHINGTON, Individually and
11 on Behalf of All Others Similarly Situated,

12 Plaintiffs,

13 v.

14 GENERAL MOTORS, LLC,

15 Defendant.
16
17

Case No.:

**DECLARATION OF MARK S.
GREENSTONE IN SUPPORT OF
PLAINTIFFS' SELECTION OF VENUE
FOR TRIAL OF CLAIMS ARISING
UNDER THE CALIFORNIA
CONSUMERS LEGAL REMEDIES ACT**

1 I, MARK S. GREENSTONE, declare under penalty of perjury as follows:

2 1. I am an attorney with the law firm of Glancy Prongay & Murray LLP and am admitted
3 to practice before all the courts of the State of California. I make this declaration based upon my
4 personal knowledge of the facts set forth herein, unless the context indicates otherwise, and if called
5 as a witness, I could and would competently testify thereto.
6

7 2. Pursuant to California Civil Code section 1780(d), this Declaration is submitted in
8 support of Plaintiffs' selection of venue for the trial of Plaintiffs' cause of action alleging violation of
9 California's Consumers Legal Remedies Act.

10 3. This is a putative class action based upon an alleged automotive defect. Defendant
11 conducts business in this District regularly directly and/or through its network of dealers, and Plaintiff
12 Alvin Northington purchased and had his vehicle serviced at Defendant's dealerships located within
13 this District. Plaintiff was also a resident of this District at the time he purchased his vehicle in
14 December 2010 through October 2015.
15

16 4. Based on the facts set forth herein, this Court is a proper venue for the prosecution of
17 Plaintiffs' cause of action alleging violation of California's Consumers Legal Remedies Act because
18 the transaction at issue, or a substantial portion thereof, occurred in the Northern District of California,
19 and because Defendant regularly conducts business in the Northern District of California.
20

21 I declare under penalty of perjury under the laws of the United States of America and the State
22 of California that the forgoing is true and correct. Executed this 4th day of May, 2016 in Los Angeles,
23 California.

24 *s/ Mark S. Greenstone*
25 Mark S. Greenstone
26
27
28

CIVIL COVER SHEET

The JS 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 by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
PHILIP BRYDE, JENNIFER WATERS and ALVIN NORTHINGTON,
Individually and on Behalf of All Others Similarly Situated,
(b) County of Residence of First Listed Plaintiff San Diego Co., CA
(c) Attorneys (Firm Name, Address, and Telephone Number)
Mark S. Greenstone (#199606), GLANCY PRONGAY & MURRAY LLP
1925 Century Park East, Suite 2100, Los Angeles, CA 90067
Telephone: (310) 201-9150

DEFENDANTS
GENERAL MOTORS, LLC,
County of Residence of First Listed Defendant Wayne Co., MI
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
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
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)
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1 Incorporated or Principal Place of Business In This State
2 2 Incorporated and Principal Place of Business In Another State
3 3 Foreign Nation
4 4
5 5
6 6

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, etc.

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

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(d)(2)
Brief description of cause:
Violation of CA Consumer Leagal Remedies Act, Fraudulent Omission, Breach of Implied Warranty & Warranty Act

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$
CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY
(See instructions): JUDGE DOCKET NUMBER

DATE 05/04/2016 SIGNATURE OF ATTORNEY OF RECORD s/ Mark S. Greenstone

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)
(Place an "X" in One Box Only)
SAN FRANCISCO/OAKLAND SAN JOSE EUREKA

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 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 by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating 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 Rule 8(a), F.R.Cv.P., 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.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 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.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 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 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.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- 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 Rule 23, F.R.Cv.P.
 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 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.