

1 **INTRODUCTION**

2 1. Filiberto Loza Gonzalez (“Gonzalez”) brings this action for himself
3 and on behalf all persons (“Class Members”) who purchased or leased the
4 following vehicles in California, that were first placed into service after January 3,
5 2019: model year 2019 new model Chevrolet Silverado 1500 vehicles, 2020
6 Chevrolet Silverado 1500 vehicles, 2020 Chevrolet Silverado 2500 HD vehicles,
7 2020 Chevrolet 3500HD vehicles, 2019 new model GMC Sierra 1500 vehicles,
8 2020 GMC Sierra 1500 vehicles, 2020 GMC Sierra 2500 HD vehicles, and 2020
9 GMC Sierra 3500HD vehicles (collectively referred to as “Class Vehicles”) which
10 were manufactured, distributed, and sold by General Motors, LLC, a Delaware
11 Limited Liability Company (GM). GM is sometimes referred to as Defendant.

12 **PARTIES**

13 **FILIBERTO LOZA GONZALEZ**

14 2. Gonzalez resides in California. On or about April 29, 2019, Gonzalez
15 purchased a new 2019 GMC Sierra 1500 truck, VIN 1GTU9BEDXKZ295511
16 (“Gonzalez Vehicle”) from Fresno Buick GMC (“Fresno”) located at 5515 North
17 Blackstone Avenue, Fresno, California 93710. Fresno is a GM franchise dealership,
18 authorized by GM to perform warranty repairs and sell GM vehicles. Gonzalez
19 purchased the Gonzalez Vehicle for personal, family, and household use. When
20 Gonzalez purchased the Gonzalez vehicle, the Gonzalez Vehicle was sold as a new
21 vehicle. The transaction took place on or about April of 2019. At the time that the
22 Gonzalez Vehicle was sold, the Gonzalez Vehicle came with a new car warranty.

23 **Defendant**

24 3. GM is a limited liability company, organized and in existence under
25 the laws of the State of Delaware and registered with the Secretary of State to
26 conduct business in California. GM is and at all times herein relevant was engaged
27 in the business of designing, manufacturing, constructing, assembling, marketing,
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1 distributing, and selling automobiles and other motor vehicles and motor vehicle
2 components throughout the United States of America.

3 **JURISDICTION**

4 4. This is a class action that is subject to the Class Action Fairness Act,
5 and diversity jurisdiction under 28 USC § 1332 since plaintiff is a citizen of
6 California, and GM is incorporated in Delaware, and the amount in controversy
7 exceeds \$5,000,000.

8 5. At all times relevant, Gonzalez resided in the county of Fresno, in the
9 state of California.

10 6. Gonzalez purchased the Gonzalez Vehicle in the county of Fresno, in
11 the state of California.

12 7. Due to the Gonzalez Vehicle being purchased in Fresno, California,
13 and due to Gonzalez residing in Fresno, California, jurisdiction is proper in the
14 Eastern District.

15 **APPLICABLE LAW**

16 8. California State law applies to all claims in this action.

17 **FACTUAL ALLEGATIONS**

18 9. The Class Vehicles only consist of vehicles sold or leased in California
19 to Class Members.

20 10. The Class Vehicles are equipped with a defective rear sliding glass
21 windows (“Water Intrusion Defect”). The defect is that the rear sliding glass
22 windows are susceptible to water intrusion. The rear window consists of fixed glass
23 and a sliding glass. The frame of the window is plastic and sealed with a urethane
24 seal.

25 11. When manufactured, the Class Vehicles were expected to be made
26 with the ability to endure weather consistent with that of a car that would remain
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1 outdoors all or some of the time, including being exposed to rain and fluctuations in
2 temperature.

3 12. Water intrusion is the unwanted entry of water into a vessel, including
4 but not limited to a car, causing damage to its structure, materials, or indoor
5 environment. The rear sliding glass windows installed in the Class Vehicles are and
6 were at the time of assembly and distribution defective, because they were designed
7 and constructed in a defective manner, using substandard materials, making them
8 susceptible to water intrusion.

9 13. Water intrusion into the Class Vehicles can cause safety related
10 damage to Class Vehicles, including but not limited to mold growth and electrical
11 failure. Mold growth and electrical failure create a hazardous condition for vehicle
12 occupants. The ingestion of mold can cause physical harm to vehicle occupants.
13 Electrical failure can result in Class Vehicles being unsafe to drive, due to the
14 failures of the electrical and mechanical systems of the Class Vehicles, rendering
15 Class Vehicles unfit for safe operation in the roadway.

16 14. For the herein stated reasons, it is critical that GM and other
17 manufacturers design robust rear windows and seals which are not susceptible to
18 water intrusion.

19 15. Prior to the sale and lease of the Class Vehicles to the public, GM
20 knew that the Class Vehicles contained a defect which caused water leaking and
21 water intrusion at the rear sliding windows of the Class Vehicles, into the interior
22 occupant cab sections of the Class Vehicles.

23 16. On January 3, 2019, GM published Technical Service Bulletin 18-NA-
24 383, identifying a condition where customers may find water in the rear interior of
25 the cabs of the Class Vehicles. At that time, the affected vehicles were identified as
26 2019 new model Chevrolet Silverado 1500 vehicles and 2019 new model GMC
27 Sierra 1500 vehicles. The bulletin was revised a total of 12 more times, with the
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1 latest revision being published on March 7, 2023, and identifying the affected
2 vehicles as being all of the Class Vehicles.

3 17. Based upon the publication of the January 3, 2019 technical service
4 bulletin, it is obvious that GM knew, dating back to before January 3, 2019, that all
5 of the Class Vehicles had the Water Intrusion Defect. Notwithstanding, GM failed
6 to warn consumers of the Water Intrusion Defect and failed to make changes so as
7 to eliminate the Water Intrusion Defect. Instead GM silently continued to
8 manufacture, distribute, advertise and sell the Class Vehicles, knowing that they
9 were defective, without disclosing the Water Intrusion Defect to consumers.

10 18. GM has represented to the public that the Class Vehicles are and were
11 of excellent quality, reliable, and safe. Unfortunately, due to the Water Intrusion
12 Defect, the Class Vehicles were and are not of good quality, not reliable, and not
13 safe. To date, GM has not disclosed the Water Intrusion Defect to consumers, has
14 concealed the Water Intrusion Defect from consumers, and has not made any actual
15 effort to immediately protect consumers from the serious safety problems relating
16 to the Water Intrusion Defect. Furthermore, GM has refused to pay for all of the
17 Class Vehicle repairs, and other damages which have occurred as a result of the
18 Water Intrusion Defect unless the Class Vehicles are presented for repairs during
19 the warranty period. GM has published numerous technical service bulletins,
20 advising its dealerships of several symptoms of the Water Intrusion Defect. But
21 GM has willfully, knowingly, and wrongfully failed to disclose the existence of the
22 Water Intrusion Defect to consumers.

23 19. On April 2, 2026, at 57,134 miles, Gonzalez brought the Gonzalez
24 Vehicle to Fresno Buick GMC ("Fresno") because he was experiencing water
25 intrusion into the rear cab of his vehicle which he noticed while washing the
26 Gonzalez Vehicle. Fresno verified the water intrusion and performed the work
27 outlined in the most recent version of Technical Service Bulletin 18-NA-383,
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1 however GM refused to pay for repairs. As a result, Gonzalez paid over \$1,000.00
2 for the repairs.

3 20. All of the rear sliding window repairs relating to the Gonzalez Vehicle
4 which are referenced herein related to the Water Intrusion Defect as identified in
5 Technical Service Bulletin 18-NA-383.

6 21. As previously stated, GM has been aware, predating the manufacture
7 and sale of Class Vehicles, that it designs, assembles, and installs defective rear
8 sliding windows which contain the Water Intrusion Defect. GM even published
9 Technical Service Bulletin 18-NA-383, entitled, “Water Found in Rear Interior of
10 Cab, Water Leak at Rear Sliding Window”, specifically relating to the Water
11 Intrusion Defect. The bulletin, and subsequent revisions to the bulletin, references
12 the Class Vehicles. The bulletin, and revisions, describe the condition as,
13 “Customer may comment on finding water in the rear interior of the cab.” The
14 bulletin describes the cause as being, “The cause of the condition may be possible
15 cracking in the rear sliding window plastic upper rail glass guide or a leak in the
16 primary urethane seal.” The correction is described as, “R & R the roof rear spoiler
17 and apply seam sealer to the rear sliding window top encapsulate, following the
18 steps in the Service Procedure below.” GM basically acknowledges that the sliding
19 rear window of the Class Vehicles is defective and susceptible to the Water
20 Intrusion Defect. The bulletin, by virtue of its very existence, and by virtue of the
21 fact that it applies to all of the Class Vehicles, and no other vehicles, is an
22 acknowledgment of a classwide problem relating to the rear sliding window.
23 Notwithstanding, consumers are expected to pay for the repairs, unless the repairs
24 occur during warranty time period.

25 22. Gonzalez contends that the condition described in bulletin 18-NA-383
26 is the same condition that resulted in the repair to the Gonzalez Vehicle at 57,134
27 miles.

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1 23. GM widely advertises, publishes, publicizes, and disseminates to the
2 public that the Class Vehicles are both safe and of good quality.

3 24. GM has known of the Water Intrusion Defect prior to the manufacture
4 and distribution of the Class Vehicles. GM knew or should have known that the
5 Water Intrusion Defect resulted in the Class Vehicles being defective, not fit for
6 their intended purpose, and unsafe. Nevertheless, GM actively concealed and failed
7 to disclose this defect to Gonzalez and the Class Members at the time of purchase
8 or lease and thereafter.

9 25. GM has failed to notify Class Members of the Water Intrusion Defect,
10 placing consumers at risk of suffering injury and financial loss.

11 26. It is Gonzalez's information and belief that the Water Intrusion Defect
12 is a pervasive defect affecting every single Class Vehicle and posing a serious
13 safety hazard for the general public.

14 27. GM has superior and exclusive knowledge of the Water Intrusion
15 Defect. GM knew that the defect was not known or reasonably discoverable by
16 Gonzalez and Class Members prior to their purchase or lease of the Class Vehicles.

17 28. Only GM had access to information about the significant risks
18 associated with the Water Intrusion Defect, through GM's dealerships, pre-release
19 testing data, warranty data, customer complaint data, and replacement part sales
20 data, among other internal sources of aggregate information about the problem.

21 29. While GM has been fully aware of the Water Intrusion Defect in the
22 Class Vehicles, GM has actively concealed the existence and nature of the Water
23 Intrusion Defect from Gonzalez and Class Members at the time purchase or sale
24 and thereafter. Specifically, GM has:

25 a. failed to disclose, at and after the time of purchase or lease and
26 repair, any and all known material defects or material nonconformity of the Class
27 Vehicles, including the Water Intrusion Defect;

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1 b. failed to disclose at the time of purchase or lease that the Class
2 Vehicles were not in good in working order, were defective, and were not fit for
3 their intended purposes; and

4 c. not properly instructed GM authorized repair facilities regarding
5 the true nature of the Water Intrusion Defect, the frequency of the Water Intrusion
6 Defect, and the risks associated with the Water Intrusion Defect.

7 30. Gonzalez and Class Members have expended money to make repairs as
8 a result of the Water Intrusion Defect, despite GM's knowledge of the defect.

9 31. The Members of the Class have not received the value for which they
10 bargained when they purchased or leased the Class Vehicles.

11 32. As a result of the defects, the value of the Class Vehicles has
12 diminished, including without limitation re-sale value.

13 **TOLLING OF THE STATUTE OF LIMITATIONS**

14 33. Since the defects in the design or manufacture of the Class Vehicles
15 cannot be detected until the defect manifests itself, Gonzalez and the Class
16 Members were not reasonably able to discover the problem until after purchasing or
17 leasing the Class Vehicles, despite their exercise of due diligence.

18 34. Gonzalez and the Class Members had no realistic ability to discern that
19 the Class Vehicles were defective until after Gonzalez and the Class Members
20 experienced the Water Intrusion Defect and learned that the Water Intrusion Defect
21 occurred as a result of a classwide defect known to GM prior to GM distributing the
22 Class Vehicles. In addition, despite their due diligence, Gonzalez and the Class
23 Members could not reasonably have been expected to learn or discover that they
24 were deceived and that material information concerning the Class Vehicles had
25 been concealed from them until manifestation of the Water Intrusion Defect.
26 Therefore, the discovery rule is applicable to the claims asserted by Gonzalez and
27 the Class Members.

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1 35. GM has known of the defect in the Class Vehicles and has concealed
2 from or failed to alert owners and lessees of the Class Vehicles of the full and
3 complete nature of the Water Intrusion Defect.

4 36. Any applicable statute of limitation was tolled by GM's knowledge,
5 active concealment, and denial of the facts alleged herein. GM is further estopped
6 from relying on any statute of limitation because of its concealment of the defective
7 nature of the Class Vehicles.

8 **CLASS ACTION ALLEGATIONS**

9 37. Gonzalez brings this lawsuit as a class action on behalf of himself and
10 all other Class Members similarly situated pursuant to Federal Rule of Civil
11 Procedure 23. This action satisfies the numerosity, commonality, typicality,
12 adequacy, predominance, and superiority requirements of those provisions.

13 38. The Class and Sub-Class are defined as:

14 Class: All Persons in the State of California who purchased
15 or leased a Class Vehicle.

16 Sub-Class: All Class Members who are "consumers" within
17 the meaning of California Civil Code § 1761(d). Excluded
18 from the Class and Sub-Classes are: (1) Defendants, any
19 entity or division in which Defendants has a controlling
20 interest, and its legal representatives, officers, directors,
21 assigns, and successors; (2) the Judge to whom this case is
22 assigned and the Judge's staff; and (3) those persons who
23 have suffered personal injuries as a result of the facts alleged
24 herein. Gonzalez reserves the right to amend the Class and
25 Sub-Classes definitions if discovery and further
26 investigation reveal that the Class and Sub-Classes should
27 be expanded or otherwise modified.
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1 39. Numerosity: Although the exact number of Class Members is uncertain
2 and can only be ascertained through appropriate discovery, the number is great
3 enough such that joinder is impracticable. The disposition of the claims of these
4 Class Members in a single action will provide substantial benefits to all parties and
5 to the Court. The Class Members are readily identifiable from information and
6 records in Defendants' possession, custody, or control, as well as from records kept
7 by the Department of Motor Vehicles.

8 40. Typicality: The claims of the representative Gonzalez are typical of the
9 claims of the Class in that the representative Gonzalez, like all Class Members,
10 purchased and/or leased a Class Vehicle designed, manufactured, and distributed by
11 GM. The representative Gonzalez, like all Class Members, has been damaged by
12 Defendants' misconduct in that he has incurred or will incur the cost of repairs
13 relating to the Water Intrusion Defect. Furthermore, the factual bases of GM's
14 misconduct are common to all Class Members and represent a common thread of
15 fraudulent, deliberate, and negligent misconduct resulting in injury to all Class
16 Members.

17 41. Commonality: There are numerous questions of law and fact common
18 to Gonzalez and the Class that predominate over any question affecting only
19 individual Class Members. These common legal and factual issues include the
20 following:

- 21 a. whether the Class Vehicles suffer from the Water Intrusion
22 Defect;
- 23 b. whether the Water Intrusion Defect constitutes an unreasonable
24 safety risk;
- 25 c. whether Defendants know about the Water Intrusion Defect and,
26 if so, how long Defendants have known of the defect;

1 d. whether the defective nature of the Class Vehicles constitutes a
2 material fact;

3 e. whether Defendants have a duty to disclose the defective nature
4 of the Class Vehicles to Gonzalez and Class Members;

5 f. whether Gonzalez and the other Class Members are entitled to
6 equitable relief, including but not limited to a preliminary and/or permanent
7 injunction.

8 g. Whether Defendants knew or reasonably should have known of
9 the Water Intrusion Defect in the Class Vehicles before the Class Vehicles were
10 sold or leased them to Class Members;

11 h. Whether Defendants should be declared financially responsible
12 for notifying all Class Members of the problems with the Class Vehicles and for the
13 costs and expenses of repair and replacement of the Class Vehicles;

14 i. Whether Defendants breached the express terms of the GM
15 warranty by refusing to pay for repairs relating to the Water Intrusion Defect during
16 the term of the warranty;

17 j. Whether Defendants concealed and refused to disclose the
18 nature of the Water Intrusion Defect from purchasers and lessees of Class Vehicles
19 at the time of sale and otherwise;

20 k. Whether Class Members have suffered loss as a result of the
21 Water Intrusion Defect, and to what extent GM is obligated to compensate the
22 Class Members for any and all losses.

23 42. Adequate Representation: Gonzalez will fairly and adequately protect
24 the interests of the Class Members. Gonzalez has retained attorneys experienced in
25 the prosecution of class actions, including consumer and product defect class
26 actions, and Gonzalez intends to prosecute this action vigorously.

27 43. Predominance and Superiority: Gonzalez and the Class Members have
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1 all suffered and will continue to suffer harm and damages as a result of Defendants’
2 unlawful and wrongful conduct. A class action is superior to other available
3 methods for the fair and efficient adjudication of the controversy. Absent a class
4 action, most Class Members would likely find the cost of litigating their claims
5 prohibitively high and would therefore have no effective remedy at law. Because of
6 the relatively small size of the individual Class Members’ claims, it is likely that
7 only a few Class Members could afford to seek legal redress for Defendants’
8 misconduct. Absent a class action, Class Members will continue to incur damages,
9 and Defendants’ misconduct will continue without remedy. Class treatment of
10 common questions of law and fact would also be a superior method to multiple
11 individual actions or piecemeal litigation in that class treatment will conserve the
12 resources of the courts and the litigants and will promote consistency and efficiency
13 of adjudication.

14 **FIRST CAUSE OF ACTION**

15 Violation of Business & Professions Code § 17200, et seq.

16 Against All Defendants

17 44. Gonzalez hereby incorporates by reference the allegations contained in
18 the preceding paragraphs of this Complaint.

19 45. Business & Professions Code § 17200 prohibits acts of “unfair
20 competition,” including any “unlawful, unfair or fraudulent business act or
21 practice” and “unfair, deceptive, untrue or misleading advertising.”

22 46. Gonzalez and the Class Members are reasonable consumers who do
23 not expect their Class Vehicles to experience the Water Intrusion Defect and who
24 do not expect their Class Vehicles to be susceptible to either the Water Intrusion
25 Defect or the potential dangers associated with the Water Intrusion Defect, which
26 as mold, electrical failure, or mechanical failure. These are reasonable and
27 objective consumer expectations relating to the Class Vehicles.

1 47. GM knows and has known that the Class Vehicles suffer from an
2 inherent defect, were defectively designed and manufactured, would experience the
3 Water Intrusion Defect, and were not suitable for their intended use.

4 48. In failing to disclose the Water Intrusion Defect, GM has knowingly
5 and intentionally concealed material facts and breached its duty not to do so.

6 49. GM was under a duty to Gonzalez and the Class Members to disclose
7 the defective nature of the Class Vehicles because:

8 a. GM was in a superior position to know the true state of facts
9 about the Water Intrusion Defect in the Class Vehicles;

10 b. GM made partial disclosures about the quality of the Class
11 Vehicles without revealing the defective nature of the Class Vehicles; and,

12 c. GM actively concealed the defective nature of the Class
13 Vehicles from Gonzalez and the Class Members.

14 50. The facts concealed and not disclosed by GM to Gonzalez and the
15 Class Members are material in that a reasonable person would have considered
16 them to be important in deciding whether to purchase the Class Vehicles. Had
17 Gonzalez and other Class Members known that the Class Vehicles had the Water
18 Intrusion Defect, Gonzalez and the Class Members would not have purchased Class
19 Vehicles and would not have paid what was paid for the Class Vehicles.

20 51. GM continued to conceal the defective nature of the Class Vehicles
21 even after Class Members began to report problems. Indeed, GM continues to cover
22 up and conceal the true nature of the Water Intrusion Defect. GM did not disclose
23 to consumers that the Water Intrusion Defect exists and did not reimburse
24 consumers for all of the costs incurred in connection with the Water Intrusion
25 Defect.

26 52. GM has engaged in unfair competition and unlawful, unfair, and
27 fraudulent business practices.

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1 53. The unfair and deceptive acts and practices occurred repeatedly in
2 GM's trade or business and were capable of deceiving a substantial portion of the
3 purchasing public.

4 54. As a direct and proximate result of GM's unfair and deceptive
5 practices, Gonzalez and the Class have suffered and will continue to suffer
6 damages.

7 55. GM was unjustly enriched and should be required to make restitution
8 to Gonzalez and the Class pursuant to §§ 17203 and 17204 of the Business &
9 Professions Code.

10 **SECOND CAUSE OF ACTION**

11 Violation of Consumer Legal Remedies Act

12 Against All Defendants

13 56. Gonzalez incorporates by reference the preceding paragraphs of this
14 Complaint.

15 57. Civil Code section 1780(a) provides that any consumer who suffers
16 damage as a result of a Consumer Legal Remedies Act violation may bring an
17 action to recover: 1) actual damages, but in no case shall the total award of
18 damages in a class action be less than \$1,000, 2) an order enjoining the methods,
19 acts, or practices, 3) restitution of property, 4) punitive damages, and 5) any other
20 relief that the court deems proper.

21 58. GM has violation the Consumer Legal Remedies Act by representing
22 that the Class Vehicles had characteristics or benefits which they did not have, in
23 violation of Civil Code Section 1770(a)(5), falsely representing that the Class
24 Vehicles were of a particular standard, quality or grade when they were of another,
25 in violation of Civil Code Section 1770(a)(7), and advertising Class Vehicles with
26 an intent not to sell them as advertised, in violation of Civil Code Section
27 1770(a)(9).

1 59. Gonzalez gave GM notice of Gonzalez's claims pursuant to the
2 Consumer Legal Remedies Act and requested that GM provide a corrective remedy
3 within the time period allowed by law. GM failed to provide a corrective remedy
4 within the time period allowed by law.

5 60. Civil Code section 1781 provides that Gonzalez may pursue this case
6 as a class action.

7 61. Gonzalez requests compensatory, actual, incidental and consequential
8 damages.

9 62. Gonzalez requests injunctive relief pursuant to Civil Code 1782(d).

10 63. Gonzalez is entitled to attorney fees pursuant to Civil Code section
11 1780(e).

12 **RELIEF REQUESTED**

13 64. Gonzalez, on behalf of himself, and all others similarly situated,
14 requests the Court to enter judgment against Defendants, as follows:

15 a. An order certifying the proposed Class and Sub-Classes,
16 designating Gonzalez as named representatives of the Class, and designating the
17 Gonzalez's Counsel as Class Counsel;

18 b. A declaration that Defendants are financially responsible for
19 notifying all Class Members about the defective nature of the Class Vehicles;

20 c. An order enjoining Defendants from further deceptive
21 distribution, sales, and lease practices with respect to the Class Vehicles, and to
22 repair the Class Vehicles so that they will no longer possess the Water Intrusion
23 Defect;

24 d. An award to Gonzalez and the Class of compensatory,
25 exemplary, and statutory damages, including interest, in an amount to be proven at
26 trial;

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- 1 e. An award to Gonzalez and the Class of any repair costs they are
2 owed and that they incurred;
- 3 f. A declaration that Defendants must disgorge, for the benefit of
4 the Class, all or part of the ill-gotten profits it received from the sale or lease of the
5 Class Vehicles, or make full restitution to Gonzalez and Class Members;
- 6 g. An award of attorneys' fees and costs, as allowed by law;
- 7 h. An award of attorneys' fees and costs pursuant to California
8 Code of Civil Procedure § 1021.5;
- 9 i. An award of pre-judgment and post-judgment interest;
- 10 j. Leave to amend the Complaint to conform to the evidence
11 produced at trial; and
- 12 k. Other relief as may be appropriate under the circumstances.

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14 Date: June 1, 2026

The Law Office of Robert L. Starr

15
16 By: /s/ Robert Starr
17 Robert Starr
18 Attorney for Plaintiff
19 Filiberto Loza Gonzalez,
individually, and on behalf of a class
of similarly situated individuals

20 DEMAND FOR JURY TRIAL

21 Plaintiff demands a jury trial pursuant to Fed. R. Civ. P. 38.

22 Date: June 1, 2026

LAW OFFICE OF ROBERT STARR

23
24 /s/ Robert Starr
25 Attorney for Plaintiff
26 Filiberto Loza Gonzalez
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