

Philip J. Furia (NJ Bar No. 013152009)
FURIA LAW, LLC
880 Third Avenue, Fifth Floor
New York, New York 10022
Tel : 646-830-1915
furiap@furiafirm.com

Attorneys for Plaintiff and the Class

KEVIN MCKEE, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

GENERAL MOTORS COMPANY,

Defendants.

SUPERIOR COURT OF NEW JERSEY

LAW DIVISION: UNION COUNTY

DOCKET NO.: _____

COMPLAINT
WITH JURY DEMAND

Plaintiff Kevin McKee, (“Plaintiff”), individually and on behalf of all others similarly situated, respectfully submits the following for his Complaint against Defendant General Motors Corporation (“Defendant” or “GM”). Plaintiff makes the following allegations, except as to allegations specifically pertaining to Plaintiff, upon information and belief based on, among other things, the investigation of counsel, and review of public documents.

PRELIMINARY STATEMENT

1. This is a consumer class action arising from Defendant General Motors LLC’s (“GM”) sale and distribution of defective vehicles throughout the United States.

2. The vehicles, including the 2023 GMC Yukon XL purchased by Plaintiff Kevin McKee, suffer from a latent, recurring, and dangerous electrical defect that causes the windshield wipers to intermittently and unpredictably fail in all operational modes.

3. This defect, which renders the vehicles unsafe in routine rain or snow conditions, will be referred to herein as the “Windshield Electrical Defect.”

4. The affected models—2023 and 2024 GMC Yukon and Yukon XL, Chevrolet Tahoe, Chevrolet Suburban, Cadillac Escalade, and Cadillac Escalade ESV—are collectively referred to as the “Class Vehicles.”

5. The Windshield Electrical Defect causes the wipers in Class Vehicles to stop functioning suddenly and without warning, disabling visibility for the driver and creating an unreasonable safety risk.

6. The wipers often lock mid-cycle and will not reset until they spontaneously resume function. Even powering down the vehicle does not cause the reset to occur.

7. The defect has no clear diagnostic code, has proven resistant to repair, and continues to affect vehicles that remain in active use.

8. Despite receiving numerous consumer complaints and warranty repair requests, and issuing a Technical Service Bulletin (TSB No. MC-10249585-0001) acknowledging the issue across multiple model lines, GM has failed to recall the Class Vehicles or offer an effective repair.

9. Instead, GM instructed dealers merely to observe and report the defect to GM’s engineering team—effectively treating Plaintiff and other Class Members as test subjects—leaving them without a safe, functional vehicle

10. GM’s failure to remedy this defect is particularly alarming because GM has previously issued a recall for closely related windshield wiper failures.

11. In 2022, GM issued NHTSA Recall No. 22V-165, recalling over 680,000 2014–2015 Chevrolet Equinox and GMC Terrain vehicles due to corrosion at the windshield wiper module’s ball joint, which caused the wipers to fail suddenly and without warning.

12. That prior recall demonstrates that GM was well aware of the risks and consequences associated with wiper system failure—including impaired visibility and loss of control—but failed to prevent similar or related failures in the Class Vehicles.

13. The Windshield Electrical Defect is therefore not an isolated issue, but part of GM's broader and ongoing failure to ensure the integrity and safety of its windshield visibility systems.

JURISDICTION AND VENUE

14. This Court has jurisdiction over this action pursuant to the New Jersey Constitution and N.J. Stat. Ann. § 2A:3-1 et seq.

15. Venue is proper in this Court under Rule 4:3-2 of the New Jersey Court Rules because Plaintiff resides in Union County, and a substantial part of the acts or omissions giving rise to the claims occurred in this County.

16. GM is subject to personal jurisdiction in New Jersey because it conducts substantial business in this State, has sold and marketed Class Vehicles here, and has purposefully availed itself of the privilege of conducting business within New Jersey.

17. This Complaint includes claims under the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq., for which federal jurisdiction is expressly limited under 15 U.S.C. § 2310(d)(3)(C). Plaintiff brings this action with fewer than 100 named plaintiffs. Therefore, removal to federal court is improper.

PARTIES

18. Plaintiff Kevin McKee is a citizen and resident of Union County, New Jersey.

19. On or about December 15, 2022, Plaintiff purchased a new 2023 GMC Yukon XL from a GM-authorized dealership in Pennsylvania for approximately \$91,850.

20. The vehicle was purchased primarily for personal, family, and household use.

21. Defendant General Motors LLC is a Delaware limited liability company with its principal place of business located at 300 Renaissance Center, Detroit, Michigan 48265.

22. GM is one of the largest automobile manufacturers in the world. It designs, manufactures, markets, sells, leases, services, and warrants vehicles under the GMC, Chevrolet, and Cadillac brands in all fifty states, including New Jersey.

23. GM authored, distributed, and marketed all warranty materials, sales materials, owner manuals, and dealership protocols that governed how dealerships were to address the Windshield Electrical Defect.

FACTUAL ALLEGATIONS

24. In November 2022, Plaintiff began searching for a new car.

25. While in New Jersey, Plaintiff learned of the availability of a new 2023 GMC Yukon XL available at Bergey's Buick GMC in Souderton, Pennsylvania.

26. Plaintiff contacted Bergey's Buick GMC from New Jersey and negotiated the purchase of the vehicle from New Jersey.

27. On December 15, 2022, Plaintiff consummated the purchase of the new 2023 GMC Yukon XL from Bergey's Buick GMC. The vehicle was registered and primarily garaged in New Jersey.

28. At the time of purchase, the vehicle was accompanied by GM's express written warranties, including a 3-year/36,000-mile bumper-to-bumper warranty and a 5-year/60,000-mile powertrain warranty. These warranties promise to repair defects in materials or workmanship during the coverage period.

29. Plaintiff relied on GM's express and implied promises that the vehicle would be safe, reliable, and suitable for ordinary use. The vehicle was purchased for daily transportation and

family use, including long-distance travel and commuting in all weather conditions.

30. In or around September 2023, with approximately 11,755 miles on the odometer, Plaintiff experienced the first failure of the windshield wiper system. While driving in light rain, the wipers abruptly stopped functioning in all modes and froze mid-windshield, obstructing visibility. Restarting the vehicle did not restore function immediately.

31. Over the next several months, the windshield wipers failed repeatedly under similar circumstances. The failures occurred while the wipers were in manual low-speed mode, high-speed mode, and automatic rain-sensing mode.

32. Plaintiff brought the vehicle to authorized GM dealers for repair on eight separate occasions. Each time, the authorized GM dealer was unable to fix the issue. This includes but is not limited to:

- a. Service at Maxon GMC in Union, New Jersey on October 4, 2023.
- b. Service at Performance Buick GMC in Woodbridge, New Jersey on November 16, 2023. Plaintiff visited this location because GM Customer Care told him to get a “second opinion.”
- c. Service at Maxon GMC in Union, New Jersey lasting from April 18, 2024 to April 19, 2024.
- d. Service at Maxon GMC in Union, New Jersey on April 30, 2024.
- e. Service at Maxon GMC in Union, New Jersey lasting from October 7, 2024 to October 9, 2024; and
- f. Service at Maxon GMC in Union, New Jersey lasting from December 4, 2024 to December 10, 2024.
- g. Service at Maxon GMC in Union, New Jersey on February 13, 2025

h. Service at Maxon GMC in Union, New Jersey on April 15, 2025

33. Despite various component replacements, software updates, and hours of technician labor, the issue remains unresolved. The defect is intermittent and does not generate diagnostic trouble codes, leading many service technicians to return the vehicle as “no fault found.”

34. The persistent defect has rendered the vehicle unsafe for ordinary use in any situation where rain, snow, or other precipitation may occur. Plaintiff has been forced to borrow alternative vehicles, avoid travel during inclement weather, or risk operating a vehicle with no visibility. This has resulted in lost work opportunities, canceled family travel, and constant fear of breakdown.

35. GM’s TSB MC-10249585-0001, issued in early 2024, confirmed that the defect affects the Class Vehicles. The bulletin does not direct any repair procedure but instead asks technicians to record details of the failure and transmit information to GM’s engineering team. The bulletin admits that GM is “investigating” the cause but offers no remedy.

36. In addition to visits to service centers, Plaintiff has spent an inordinate amount of time on the phone with GM customer service attempting to remedy this issue or obtain a refund.

37. On January 24, 2025, Plaintiff mailed a final repair demand letter under New Jersey’s Lemon Law. GM’s designated service center was unable to fix the defect during the final repair opportunity.

38. GM has refused to offer a refund or replacement. As of the filing of this Complaint, the vehicle remains defective.

39. Plaintiff has also suffered significant economic loss. According to Kelley Blue Book, the fair market value for a used 2023 Yukon XL in similar condition and mileage is between \$52,472 and \$57,018. Carvana, when informed of the defect, reduced its offer to \$41,400. CarMax

declined to make an offer entirely.

40. This represents a 25% reduction in value that is directly attributable to the Windshield Electrical Defect. The vehicle is now stigmatized in the used market and cannot be sold at fair value without disclosure of the defect and a corresponding price discount.

41. Plaintiff has spent hundreds of hours coordinating repairs, speaking with GM Customer Care, arranging transportation, and dealing with the consequences of owning a defective vehicle. The loss of use and peace of mind has been substantial.

42. Defendant has failed to meet its warranty obligations, misrepresented the safety and reliability of the Class Vehicles, and continues to conceal material facts from consumers. As discussed earlier and in more detail below, the Class Vehicles contain a design defect that causes a serious safety concern.

43. The Windshield Electrical Defect rendered Plaintiff's vehicle unfit for safe operation during any inclement weather, including rain, snow, or even mist, due to the risk of total loss of windshield visibility.

44. Because Plaintiff could not predict when the windshield wipers would fail, he was forced to avoid using the vehicle during periods of even light precipitation, effectively removing the vehicle from service during ordinary weather conditions.

45. As a result, Plaintiff was unable to rely on the vehicle for daily commuting, errands, or family transport and was forced to alter his schedule, cancel appointments, and arrange alternative transportation on multiple occasions.

46. The vehicle sat idle in Plaintiff's driveway for days at a time, despite being only months old and under full warranty, solely because its defective wipers made it unsafe and illegal to operate on public roads in New Jersey during inclement weather.

47. Plaintiff's loss of use was exacerbated by GM's failure to offer a loaner vehicle or rental reimbursement for an equivalent vehicle, even when GM was on actual notice that Plaintiff's vehicle could not be safely operated due to the recurring defect.

48. The defect deprived Plaintiff of the reasonable and expected use of his vehicle—not sporadically, but on a consistent, ongoing basis over many months—transforming a \$91,850 purchase into an unreliable and unusable asset.

49. New Jersey law recognizes the actionable nature of such a deprivation. The inability to use a warranted vehicle for its ordinary and intended purposes constitutes a material impairment of value and a violation of the express and implied warranties guaranteed by law.

50. The Windshield Electrical Defect was not merely an inconvenience—it represented a chronic and unresolved impairment of Plaintiff's ability to utilize his vehicle in the manner for which it was marketed, sold, and warranted by GM.

CLASS ACTION ALLEGATIONS

51. Plaintiff brings this action pursuant to Rule 4:32 of the New Jersey Court Rules on behalf of the following classes and subclasses:

- a. **Nationwide Class:** All persons in the United States who purchased or leased a 2023 or 2024 GMC Yukon, GMC Yukon XL, Chevrolet Tahoe, Chevrolet Suburban, Cadillac Escalade, or Cadillac Escalade ESV.
- b. **New Jersey Subclass:** All persons residing in New Jersey who purchased or leased a 2023 or 2024 GMC Yukon, GMC Yukon XL, Chevrolet Tahoe, Chevrolet Suburban, Cadillac Escalade, or Cadillac Escalade ESV.

52. Excluded from the Class are: (a) GM, its officers, directors, employees, subsidiaries, and affiliates; (b) all persons who timely and validly request exclusion; and (c) the

judge assigned to this case and his or her immediate family.

53. The Class is so numerous that joinder of all members is impracticable. Thousands of Class Vehicles were sold or leased nationwide.

54. There are common questions of law and fact, including:

- a. Whether the Class Vehicles contain the Windshield Electrical Defect;
- b. Whether GM had knowledge of the defect and concealed it;
- c. Whether GM breached express or implied warranties;
- d. Whether GM's conduct violated federal or state consumer protection statutes;
- e. Whether Plaintiff and Class Members suffered damages; and
- f. The nature and scope of appropriate relief.

55. Plaintiff's claims are typical of the claims of Class Members. Plaintiff and all Class Members purchased or

56. Plaintiff reserves the right to amend the Class definitions if further investigation and discovery indicate that the Class definitions should be narrowed, expanded, or otherwise modified.

57. The particular members of the (i) Nationwide Class (ii) New Jersey Subclass; and (iii) Pennsylvania Subclass are capable of being described without difficult managerial or administrative problems. The members of the putative classes are also readily identifiable from the information and records in the possession or control of Defendant or its affiliates and agents and from public records.

58. Certification of Plaintiff's claims for class-wide treatment is appropriate because Plaintiff can prove the elements of his claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

59. The Proposed Classes are so numerous that the joinder of all members is impracticable.

CAUSES OF ACTION

COUNT I

VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT (On behalf of the Nationwide Class or, alternatively, the New Jersey Subclass)

60. Plaintiff incorporates by reference the preceding paragraphs as if fully set forth herein.

61. The Magnuson-Moss Warranty Act (“MMWA”), 15 U.S.C. § 2301(3), defines a “consumer product” as “any tangible personal property which is distributed in commerce and which is normally used for personal, family, or household purposes.” The Class Vehicles are consumer products within the meaning of the Act.

62. Plaintiff and Class Members are “consumers” as defined in 15 U.S.C. § 2301(3).

63. Defendant General Motors LLC is a “supplier” and “warrantor” as those terms are defined in 15 U.S.C. § 2301(4) and (5), because it is engaged in the business of manufacturing, distributing, and warranting the Class Vehicles.

64. GM issued written warranties in connection with the sale and lease of the Class Vehicles, including a New Vehicle Limited Warranty that expressly warrants that GM will repair or replace defects in materials or workmanship for 3 years or 36,000 miles.

65. The Windshield Electrical Defect constitutes a defect in materials and/or workmanship that substantially impairs the use, value, and safety of the vehicle.

66. Plaintiff’s vehicle manifested the defect during the warranty period, and GM failed to remedy the defect despite multiple repair opportunities, including a final Lemon Law repair

opportunity under New Jersey law.

67. GM's failure to repair the defect constitutes a breach of written warranty under the MMWA, entitling Plaintiff and Class Members to damages, including diminution in value, loss of use, and other consequential damages, pursuant to 15 U.S.C. § 2310(d)(1).

68. Plaintiff and Class Members seek all remedies permitted under the MMWA, including actual damages, equitable relief, and attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff, on behalf of himself and members of the Classes, requests that the Court enter judgment in their favor and against Defendants, awarding as follows:

- A. Certifying the Classes as proposed herein, designating Plaintiff as Class representative, and appointing undersigned counsel as Class Counsel;
- B. Declaring that Defendants are financially responsible for notifying the Proposed Class Members of the pendency of this action;
- C. Award all actual, general, special, incidental, statutory, and consequential damages to which Plaintiff and Class Members are entitled;
- D. Scheduling a trial by jury in this action;
- E. Awarding pre- and post-judgment interest on any amounts awarded, as permitted by law;
- F. Costs including reasonable attorneys' fees, court costs, and other litigation expenses; and,
- G. Any other relief the Court may deem just and proper.

JURY DEMAND

PLEASE TAKE NOTICE that Plaintiff demands a trial of the issues by jury.

Dated: July 20, 2025

By: s/Philip J. Furia
Philip J. Furia, Esq.

DESIGNATION OF TRIAL COUNSEL

Pursuant to the Rules of Court 4:25-4, the Court is hereby advised that Philip J. Furia, Esq., is hereby designated as trial counsel in the within matter.

Dated: July 20, 2025

By: s/Philip J. Furia
Philip J. Furia, Esq.

CERTIFICATION PURSUANT TO RULE 4:5-1

The undersigned is presently unaware of any Court or arbitration proceeding which is presently pending and which relates to the matter in controversy, and none is contemplated by the undersigned. The undersigned is presently unaware of any other party who should be joined in this action.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: July 20, 2025

By: s/Philip J. Furia
Philip J. Furia, Esq.

Attorneys for Plaintiff and Putative Class

Civil Case Information Statement

Case Details: UNION | Civil Part Docket# L-002808-25

Case Caption: MCKEE KEVIN VS GENERAL MOTORS
COMPA NY

Case Initiation Date: 07/21/2025

Attorney Name: PHILIP J FURIA

Firm Name: FURIA LAW, LLC

Address: 880 THIRD AVENUE, FIFTH FLOOR

NEW YORK NY 10022

Phone: 6468301915

Name of Party: PLAINTIFF : McKee, Kevin

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: OTHER Breach of Warranty

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: Kevin McKee? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Other(explain) Warrantee/Warrantor

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? YES Title 59? NO Consumer Fraud? NO
Medical Debt Claim? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

07/21/2025
Dated

/s/ PHILIP J FURIA
Signed

UNION COUNTY SUPERIOR COURT
2 BROAD STREET
CIVIL DIVISION
ELIZABETH NJ 07207

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (908) 787-1650
COURT HOURS 8:30 AM - 4:30 PM

DATE: JULY 21, 2025
RE: MCKEE KEVIN VS GENERAL MOTORS COMPA NY
DOCKET: UNN L -002808 25

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 1.

DISCOVERY IS 150 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON JOHN G. HUDAK

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002
AT: (908) 787-1650 EXT 21493.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: PHILIP J. FURIA
FURIA LAW, LLC
880 THIRD AVENUE, FIFTH FLOOR
NEW YORK NY 10022

ECOURTS

SUPERIOR COURT OF NEW JERSEY LAW DIVISION: UNION COUNTY

Kevin McKee

Plaintiff(s) / Petitioner(s)

v.

Case No.: UNN-L-002808-25

General Motors Company

Defendant(s) / Respondent(s)

AFFIDAVIT OF SERVICE

I, Angela Vermillion, being duly sworn, state:

At the time of service, I was a competent adult not having a direct interest in the litigation.

I served the following documents to General Motors Company in Ingham County, MI on July 24, 2025 at 11:01 am at 3410 Belle Chase Way Ste 600, Lansing, MI 48911 by leaving the following documents with Melisa Jimenez who as Administrative Assistant at CSC - LAWYERS INCORPORATING SERVICE COMPANY is authorized by appointment or by law to receive service of process for General Motors Company.

McKee v. GM - Complaint - FINAL - FILED.

White Female, est. age 45-54, glasses: Y, Brown hair, 180 lbs to 200 lbs, 5' 6" to 5' 9".

Geolocation of Serve: <https://google.com/maps?q=42.6800842333,-84.50740815>

Photograph: See Exhibit 1

Total Cost: \$218.00



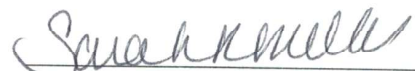
Signature
Angela Vermillion
+1 (517) 749-9525

Subscribed and sworn to before
me this 25 day of

July, 2025, by

Sarah Miller

Witness my hand and official
seal.



Notary Public

My commission expires:

March 8, 2031



SARAH R. MILLER
NOTARY PUBLIC, STATE OF MI
COUNTY OF INGHAM
MY COMMISSION EXPIRES Mar 8, 2031
ACTING IN COUNTY OF Eaton

