UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

KAYLEE THIEME, REBECCA GILL, and MEGHAN MORLEY on behalf of themselves and all other similarly situated,

Plaintiffs,

v.

GENERAL MOTORS, LLC,

Defendant.

Case No.:

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

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Plaintiffs Kaylee Thieme, Rebecca Gill, and Meghan Morley (collectively, "Plaintiffs"), individuals, on behalf of themselves and a class of other similarly situated individuals, complain of and allege the following causes of action against Defendant General Motors LLC ("GM" or "General Motors") as follows:

I. INTRODUCTION

1. Drivers trust their vehicles to do one thing above all others: stop safely when they press brakes. Reliable braking systems are fundamental to public safety. Drivers trust their vehicles to do one thing above all others: stop safely when they press brakes. Reliable braking systems are fundamental to public safety. Yet, GM chose profits over safety—knowingly selling and leasing vehicles with a defective brake vacuum pump system that significantly increases stopping distances and compromises drivers' ability to brake effectively.

2. Plaintiffs seek damages against General Motors for breach of its warranty obligations, unjust enrichment, and unfair, deceptive, and fraudulent acts or practices pertaining to its design, manufacture, advertisement, and sale of the 2016-2020 Buick Envision, 2018-2022 Chevrolet Equinox, and 2018-2022 GMC Terrain vehicles (the "Class Vehicles").

3. The Class Vehicles contain a significant design and manufacturing defect in their braking systems (the "Brake Vacuum Pump Defect" or "Defect"). Plaintiffs are informed and believe, and thereon allege, that GM defectively designed

and manufactured defective brake booster pump assemblies in the Class Vehicles, which cause their braking systems to fail. The Brake Vacuum Pump Defect directly affects Plaintiffs' use, enjoyment, safety, and value of the Class Vehicles.

4. The Brake Vacuum Pump Defect turns an ordinary drive into a life-threatening event. When the vacuum pump fails, the brake pedal becomes rock-hard, unresponsive, and nearly impossible to depress. In that moment, stopping the vehicle requires extraordinary physical force that many drivers simply cannot generate, particularly in emergency situations, when every second matters.

5. The Defect manifest without warning, at highway speeds, in traffic, at an intersection approaching a red light, and in emergencies. Owners report pressing the brake pedal, and, as in a nightmare, unable to stop. Cars slam into the rear of other vehicles, while other drivers are forced to steer into curbs or barriers to avoid striking pedestrians or causing greater harm.

6. The National Highway Traffic Safety Administration ("NHTSA") complaint database has already received over 300 complaints documenting crashes, injuries, and near-fatal incidents directly caused by the Brake Vacuum Pump Defect. Numerous owners and lessees of the Class Vehicles have already suffered brake failure firsthand. Yet despite this growing body of evidence, GM has failed to act. Instead, GM has knowingly allowed hundreds of thousands of vehicles with the Brake Vacuum Pump Defect to remain on the road, gambling with the lives and

safety of the drivers, passengers, and the public, for whom failure is only a matter of time.

7. For years, GM has concealed the Brake Vacuum Pump Defect from owners and lessees of the Class Vehicles, withholding its knowledge because once known to those owners, the Defect would diminish the Class Vehicles' intrinsic and resale value and cause GM vehicle owners to demand immediate and costly repairs. GM has known of the Brake Vacuum Pump Defect since as early as March 2017, when it issued a stop delivery order for affected vehicles identifying a safety-critical problem in the brake vacuum system. In the years since, GM has issued a series of Technical Service Bulletins documenting the Defect's dangerous malfunctions, including spongy brake pedals, brake pedals that sink to the floor, hissing noises, and degraded braking performance. But rather than address the underlying mechanical defect, GM systematically mischaracterized the problem as a "software anomaly" or sensor issue.

8. GM is aware that all of the Class Vehicles have been and are subject to the Brake Vacuum Pump Defect, and further knows that the Defect will cause a material percentage of brake systems to fail. Many owners and lessees of the Class Vehicles have asked GM to remedy the Brake Vacuum Pump Defect and resultant damage at no expense. GM routinely refuses to do so.

9. Instead of proactively recalling and replacing the defective brake parts, GM allows its unsafe cars to remain on the roads, endangering the public and forcing owners to pay thousands of dollars out of pocket when their brakes inevitably fail.

10. GM's own conduct confirms it knows the brake vacuum pump system in the Class Vehicles is fundamentally flawed. Rather than recall the Class Vehicles or disclose the Defect to consumers, GM quietly redesigned the braking system for the 2023 model year Equinox and Terrain, transitioning to an electro-hydraulic "e-Boost" system that eliminates the defective vacuum pump entirely. GM made this change while leaving existing Class Vehicle owners to fend for themselves.

11. Because of GM's unfair, deceptive, and fraudulent business practices, owners and lessees of the Class Vehicles, including Plaintiffs, have suffered an ascertainable loss of money and property and loss in value. GM further conducted the unfair and deceptive trade practices described herein in a manner giving rise to substantial aggravating circumstances.

12. As a result of the Brake Vacuum Pump Defect, Plaintiffs and the Class members have suffered injury in fact, incurred damages, and have otherwise been harmed by GM's conduct. Accordingly, Plaintiffs bring this action to for monetary damages and equitable relief to redress GM's violations of consumer protection statutes, and also seek recovery for GM's breach of implied warranty, unjust

enrichment, and its fraudulent omissions and concealment of the Brake Vacuum Pump Defect.

II. JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1332 of the Class Action Fairness Act of 2005 because: (i) there are 100 or more Class members, (ii) there is an aggregate amount in controversy exceeding $5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because at least one plaintiff and one defendant are citizens of different States. This court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

14. This Court has personal jurisdiction over GM because GM is headquartered in this District, and because a substantial part of the events, omissions, or misrepresentations giving rise to these claims occurred in and emanated from this District.

15. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391 because GM transacts business in this District, is subject to personal jurisdiction in this District, and therefore is deemed to be citizens of this district. Additionally, GM has advertised in this District and have received substantial revenue and profits from their sales and/or leasing of Class Vehicles in this District; therefore, a substantial

part of the events and/or omissions giving rise to the claims occurred, in part, within this District.

III. PARTIES

A. Plaintiffs

1. Kaylee Thieme (Michigan)

16. Plaintiff Kaylee Thieme is a citizen and resident of Vandalia, Michigan.

17. In March 2023, Thieme purchased a certified pre-owned 2020 Chevrolet Equinox from Cole Krum Chevrolet, an authorized GM dealership in Schoolcraft, Michigan.

18. Thieme purchased the vehicle for personal, family, and household purposes. Passenger safety and reliability were important factors in her decision to purchase the vehicle.

19. Prior to purchase, Thieme reviewed General Motors' 172-Point Vehicle Inspection and Reconditioning Form for the vehicle, which GM requires dealers to complete for all Certified Pre-Owned vehicles. The form verified that the vehicle had been inspected across 172 points covering mechanical systems, safety components, and overall condition, and that any deficiencies had been repaired or reconditioned. Thieme relied on these representations when deciding to purchase the vehicle. The form did not disclose that the vehicle suffered from the Brake Vacuum Pump Defect.

20. Thieme was also exposed to various advertisements and promotional materials that touted the quality, reliability, safety, and durability of the Class Vehicles and the Chevrolet brand generally. She relied on these advertisements when deciding to purchase the vehicle. The advertisements did not disclose that the Class Vehicles suffered from the Brake Vacuum Pump Defect.

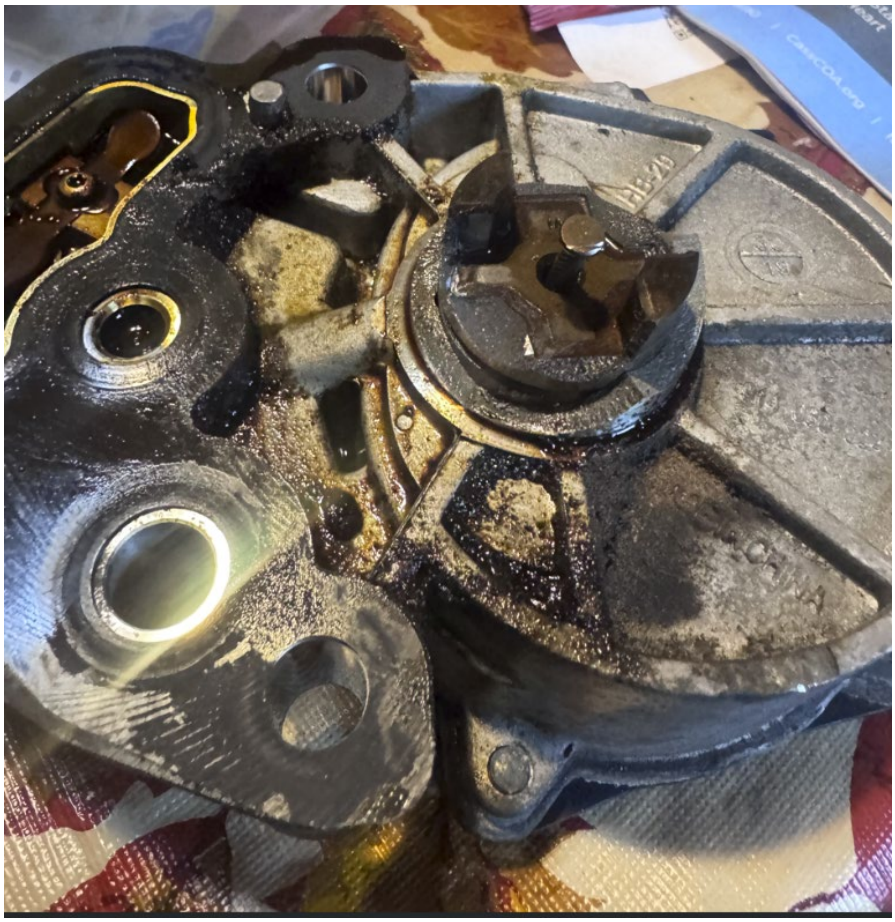
21. Thieme also spoke with one or more sales representatives at Cole Krum regarding the various features, benefits, and attributes of the vehicle.

22. At the time of Thieme's purchase, GM knew that the brake booster pump assembly systems it installed in the Class Vehicles were defective but did not disclose the Brake Vacuum Pump Defect to Thieme prior to her purchase.

23. On or about January 2, 2026, Thieme was driving home and turning onto her road when she experienced sudden brake system failure. The brake pedal became hard and stopped functioning properly. Thieme had to slow the vehicle to approximately 10 miles per hour before it would come to a stop.

24. On January 3, 2026, Thieme's husband inspected the vehicle and removed the vacuum pump, discovering that the drive gear housing of the pump had shattered.[1] A photograph of Thieme's failed brake vacuum pump is depicted below.

[1] An explanation of the mechanical function of the brake vacuum pump, along with an illustration of an undamaged vacuum pump, is included below at Section IV.A.



25. On January 3, 2026, Thieme contacted GM customer service to report the brake failure and inquire about coverage for repairs. GM opened a case, informed Thieme that they would try to help cover the repairs, and instructed her to take the vehicle to a GM dealership for an official diagnosis.

26. Soon thereafter, Thieme presented the vehicle to Cole Krum Chevrolet, who confirmed that the vacuum pump had sheared inside the engine. Cole Krum also discovered metal shards from the exploded pump inside the engine, requiring removal of broken parts from the cylinder head and an oil change to flush the contaminated oil.

27. Personnel at Cole Krum Chevrolet informed her that failure of the brake vacuum pump in her model and year of vehicle happens often and that they had seen similar failures previously.

28. Thieme called GM to inform them of the diagnosis and necessary repairs. Despite having initially represented that it would help cover the cost of repairs to the vehicle resulting from the Defect, GM refused.

29. Thieme has never received any documentation, notice, or communication from GM regarding the Brake Vacuum Pump Defect affecting her vehicle.

30. At the time of Thieme's purchase, GM knew that the brake booster pump assembly systems it installed in the Class Vehicles were defective but did not disclose the Brake Vacuum Pump Defect to Thieme prior to her purchase.

31. In reliance on GM's material omissions and misrepresentations, Thieme purchased the vehicle on the reasonable but incorrect belief that the vehicle was free of defects and suitable for safe and reliable transportation.

32. Had Thieme been informed of the Brake Vacuum Pump Defect prior to or at the time of purchase, she would not have purchased the vehicle or would have paid significantly less for the vehicle.

33. As a result of the Brake Vacuum Pump Defect and GM's refusal to cover the cost of repairs, Thieme has been left with a vehicle that remains unrepaired

and unsafe to operate, and which has sustained engine damage as a result of the catastrophic pump failure.

2. Rebecca Gill (Arizona)

34. Plaintiff Rebecca Gill is a citizen and resident of Nashville, Arkansas.

35. In October 2022, Gill and her husband purchased a certified pre-owned 2020 Chevrolet Equinox from Horn Auto Center, an authorized GM dealership in Show Low, Arizona.

36. Gill purchased the vehicle for personal, family, and household purposes. Passenger safety and reliability were important factors in her decision to purchase the vehicle.

37. Prior to purchase, Gill reviewed General Motors' 172-Point Vehicle Inspection and Reconditioning Form for the vehicle, which GM requires dealers to complete for all Certified Pre-Owned vehicles. The form verified that the vehicle had been inspected across 172 points covering mechanical systems, safety components, and overall condition, and that any deficiencies had been repaired or reconditioned. Gill relied on these representations when deciding to purchase the vehicle. The form did not disclose that the vehicle suffered from the Brake Vacuum Pump Defect.

38. Gill was also exposed to various advertisements and promotional materials that touted the quality, reliability, safety, and durability of the Class

Vehicles and the Chevrolet brand generally. She relied on these advertisements when deciding to purchase the vehicle. The advertisements did not disclose that the Class Vehicles suffered from the Brake Vacuum Pump Defect.

39. Gill also spoke with one or more sales representatives at Horn Auto Center regarding the various features, benefits, and attributes of the vehicle.

40. At the time of Gill's purchase, GM knew that the brake booster pump assembly systems it installed in the Class Vehicles were defective but did not disclose the Brake Vacuum Pump Defect to Gill prior to her purchase.

41. In reliance on GM's material omissions and misrepresentations, Gill purchased the vehicle on the reasonable but incorrect belief that the vehicle was free of defects and suitable for safe and reliable transportation.

42. On or about November 10, 2025, Gill was driving on the freeway to the airport when she experienced sudden and complete brake failure. The brake pedal became hard, and the instrument cluster displayed a warning indicating the engine had been reduced to half power. Gill was forced to maneuver the disabled vehicle across lanes of freeway traffic and onto the shoulder without the ability to brake. The vehicle then shut off and would not restart.

43. Gill had the vehicle towed to an auto repair shop. The shop's inspection identified that the vacuum pump had failed, causing damage to the camshaft and valve cover gasket. The shop replaced the vacuum pump, camshaft, timing chain,

tensioners, cam actuator, and valve cover gasket, and performed an oil change and battery replacement as a result of the pump failure.

44. On or about November 19, 2025, the shop presented the vehicle to Bale Chevrolet, an authorized GM dealership, to complete additional repairs which totaled $4,298.20.

45. On February 10. 2026, Gill contacted GM customer service to request that GM cover the cost of repairs necessitated by the Brake Vacuum Pump Defect. GM refused.

46. Gill has never received any documentation, notice, or communication from GM regarding the Brake Vacuum Pump Defect affecting her vehicle.

47. At the time of Gill's purchase, GM knew that the brake booster pump assembly systems it installed in the Class Vehicles were defective but did not disclose the Brake Vacuum Pump Defect to Gill prior to her purchase.

48. Had Gill been informed of the Brake Vacuum Pump Defect prior to or at the time of purchase, she would not have purchased the vehicle or would have paid significantly less for the vehicle.

49. As a result of the Brake Vacuum Pump Defect and GM's refusal to cover the cost of repairs, Gill's vehicle suffered catastrophic vacuum pump failure that caused extensive engine damage, including damage to the camshaft system and related components, requiring thousands of dollars in out-of-pocket repairs.

3. Meghan Morley (New Jersey)

50. Plaintiff Meghan Morley is a citizen and resident of Tinton Falls, New Jersey.

51. In 2020, Morley leased a new 2020 GMC Terrain from Ciocca Chevrolet GMC, an authorized GM dealership in Flemington, New Jersey. In July of 2023, at the conclusion of the three-year lease term, Morley purchased the vehicle from Ciocca as certified pre-owned vehicle.

52. Morley purchased the vehicle for personal, family, and household purposes. Passenger safety and reliability were important factors in her decision to purchase the vehicle.

53. Prior to purchase, Morley reviewed the Monroney sticker affixed to the vehicle's window, which advertised the vehicle's features, specifications, equipment, and warranty details. Morley relied on these representations when deciding to purchase the vehicle. The Monroney sticker did not disclose that the Class Vehicles suffered from the Brake Vacuum Pump Defect.

54. Morley was also exposed to various advertisements and promotional materials that touted the quality, reliability, safety, and durability of the Class Vehicles and the GMC brand generally. She relied on these advertisements when deciding to purchase the vehicle. The advertisements did not disclose that the Class Vehicles suffered from the Brake Vacuum Pump Defect.

55. Morley also spoke with one or more sales representatives at Ciocca regarding the various features, benefits, and attributes of the vehicle. She relied on these representations when deciding to purchase the vehicle.

56. At the time of Morley's purchase, GM knew that the brake booster pump assembly systems it installed in the Class Vehicles were defective but did not disclose the Brake Vacuum Pump Defect to Morley prior to her purchase.

57. In reliance on GM's material omissions and misrepresentations, Morley purchased the vehicle on the reasonable but incorrect belief that the vehicle was free of defects and suitable for safe and reliable transportation.

58. On or about January 5, 2026, Morley was driving her daughter to school on the highway when she realized her brakes were not working. Without functioning brakes, Morley was forced to navigate the vehicle to the right lane, coast off an exit, and pull into a gas station, where she had to put the vehicle into park to bring it to a stop.

59. At the gas station, Morley purchased and added brake fluid to the vehicle in an attempt to restore brake function. She drove back onto the road, but the brakes failed again. Morley was forced to pull onto the shoulder, activate her hazard lights, and put the vehicle into park to stop.

60. Soon thereafter, Morley presented the auto repair shop in Neptune, New Jersey. A mechanic at the shop inspected the vehicle and informed Morley that the vacuum pump had exploded into the engine and required replacement.

61. Photographs of Morley's failed brake vacuum pump showing the shattered internal components are depicted below.

62. On January 6, 2026, the auto repair shop completed its diagnosis and installed a new vacuum pump and seal, ordering the replacement pump directly from GM. The repair order documented damage to the cam system resulting from the pump failure, and Morley paid $700 out of pocket for the repair.

63. Morley contacted GM customer service to request that GM cover the cost of repairs necessitated by the Brake Vacuum Pump Defect. GM refused.

64. On or about January 9, 2026, Morley picked up the vehicle following the repair. The vehicle felt jerky and abnormal when driving.

65. On or about January 9, 2026, Morley was again driving her daughter to school when she experienced brake failure for a second time. Morley was crossing a bridge and attempting to turn left when her brakes went out. The vehicle shifted into neutral on its own without any input from Morley. Without functioning brakes or control of the transmission, Morley was forced to coast the vehicle to the side of the road and put it into park to stop.

66. On or about January 11, 2026, Morley had the vehicle towed through her insurance to Circle Chevrolet, an authorized GM dealership in Tinton Falls, New Jersey, where it currently remains. The service manager informed Morley that she would be required to pay a $200 inspection fee before they would examine the vehicle.

67. Morley filed a complaint with GM regarding the brake failures. As of the date of this filing, GM has not provided Morley with any resolution or offer to repair the vehicle.

68. Morley has never received any documentation, notice, or communication from GM regarding the Brake Vacuum Pump Defect affecting her vehicle.

69. At the time of Morley's purchase, GM knew that the brake booster pump assembly systems it installed in the Class Vehicles were defective but did not disclose the Brake Vacuum Pump Defect to Morley prior to her purchase.

70. Had Morley been informed of the Brake Vacuum Pump Defect prior to or at the time of purchase, she would not have purchased the vehicle or would have paid significantly less for the vehicle.

71. As a result of the Brake Vacuum Pump Defect and GM's refusal to cover the cost of repairs, Morley has paid $700 out of pocket for a repair that failed to resolve the problem, has been left without reliable transportation, and has been forced to borrow a friend's vehicle to meet her daily transportation needs.

B. Defendant General Motors, LLC

72. Defendant General Motors, LLC ("GM") is a Michigan limited liability company, with its principal office located in Auburn Hills, Michigan. GM advertises, distributes, warrants, sells, and leases various vehicles under several prominent brand names, including Chevrolet, Buick, Cadillac, and GMC, in this District and throughout the United States.

73. General Motors manufactured, designed, sold, advertised, and warranted the Class Vehicles throughout the United States. GM and/or its agents, divisions, or subsidiaries designed, manufactured, and installed the defective braking system on the Class Vehicles.

IV. FACTUAL ALLEGATIONS

A. The Nature of the Class Vehicles' Brake Vacuum System

34. Power-assisted braking has been a standard feature in automobiles since the mid-twentieth century, dramatically improving vehicle safety by reducing the physical effort required to slow or stop a multi-ton vehicle. Without power assist, a driver must apply tremendous force to the brake pedal to generate sufficient hydraulic pressure to actuate the brakes, a physical demand that can be difficult or impossible to meet in emergency braking situations.

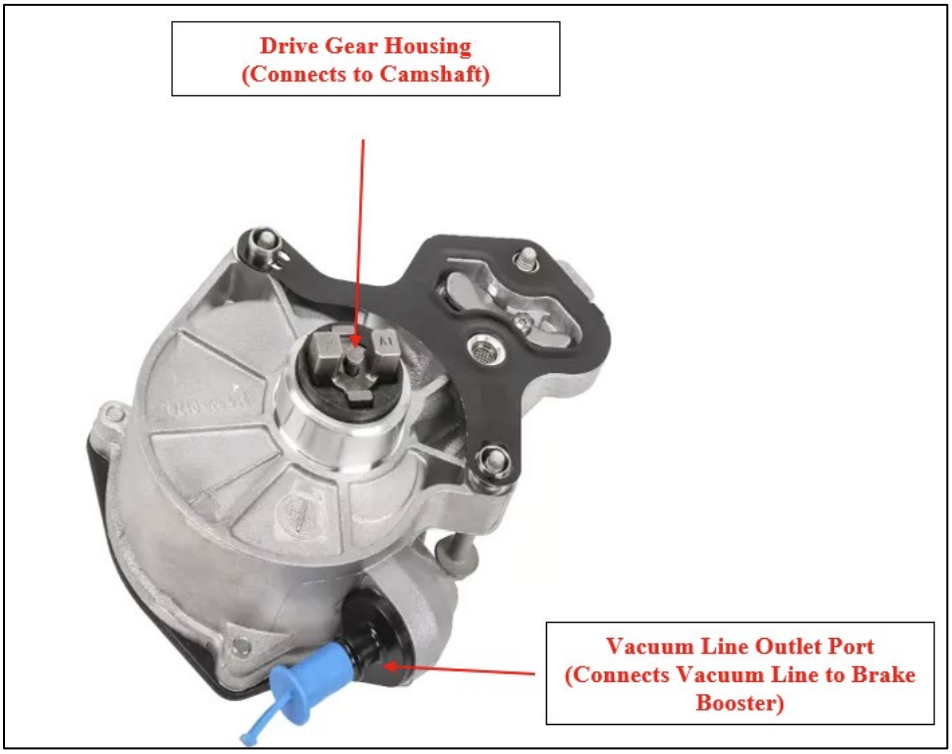
35. Modern vehicles achieve brake assist through a vacuum-operated power brake booster. The power brake booster uses the pressure differential between vacuum and atmospheric pressure to multiply the force applied by the driver's foot on the brake pedal. When the driver presses the brake pedal, a valve opens allowing atmospheric pressure to act on one side of a diaphragm while vacuum acts on the other side. This pressure differential creates a mechanical advantage that amplifies the driver's input force.

36. Each Class Vehicle is assembled, manufactured, and sold with a brake

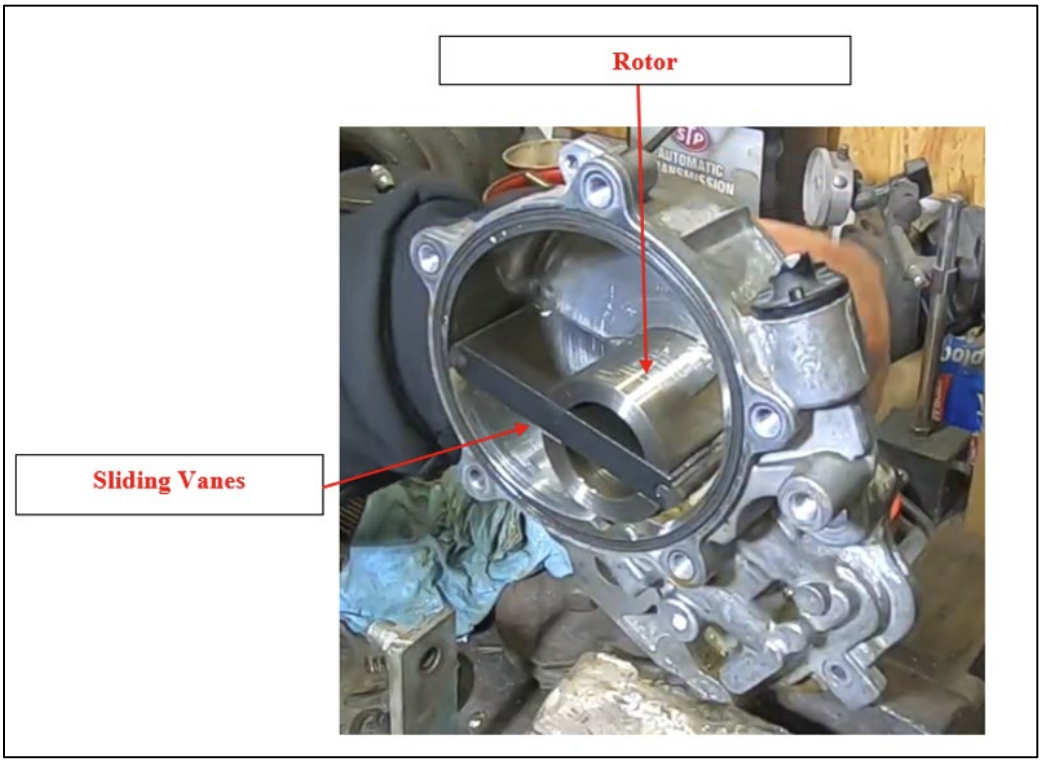
booster pump assembly system that shares the same or substantially similar design and components, including the mechanical vacuum pump, vacuum lines, brake booster, and vacuum sensor that monitors system pressure.

37. As illustrated below, the brake vacuum pump in the Class Vehicles contains a central rotor with sliding vanes, typically made of carbon or composite material, that spin at thousands of RPM within a cylindrical housing. As the rotor turns, the vanes slide in and out of slots in the rotor, maintaining contact with the housing walls to create the sealed chambers necessary to generate vacuum. The vacuum pump is mechanically driven by a metal drive gear that meshes directly with a gear on the engine's exhaust camshaft. When the engine runs, the rotating camshaft turns the pump's drive gear, which spins the rotor and vanes inside the pump.

BRAKE VACUUM PUMP (EXTERNAL VIEW)



BRAKE VACUUM PUMP (INTERNAL VIEW)



B. The Class Vehicles Suffer from an Unreasonable Safety Defect

38. The brake booster pump assembly system installed in the Class Vehicles, including the component parts thereof (the mechanical vacuum pump, vacuum lines, power brake booster, brake booster vacuum pipe assembly, vacuum sensors, and associated seals, gaskets, and connectors), suffers from one or more fundamental design defects that prevent the system from generating and maintaining adequate and consistent vacuum pressure during normal vehicle operation, ultimately leading to catastrophic failure of the brake vacuum pump and loss of brake power assist (the "Brake Vacuum Pump Defect" or "Defect").

39. The Class Vehicles were marketed with START/STOP technology, which automatically shuts off and restarts the engine during stops to improve fuel economy. This technology fundamentally changes the operating demands on the brake vacuum system. Unlike conventional vehicles where the engine, and thus the camshaft-driven vacuum pump, runs continuously, START/STOP vehicles subject the brake vacuum system to repeated cycles of pump stoppage, vacuum depletion, and rapid pressure recovery.

40. The precise root cause or causes of the vacuum pressure loss are known to GM and will be confirmed through discovery. What is certain, and what GM's own documents confirm, is that the Class Vehicles' brake booster pump assembly systems were losing vacuum pressure during normal operation, causing the

dangerous symptoms GM documented and the catastrophic pump failures Class members experienced.

41. The Brake Vacuum Pump Defect causes the brake vacuum system to lose vacuum pressure during normal vehicle operation. The brake booster vacuum pipe assembly includes a vacuum pressure sensor that continuously monitors vacuum levels in the system. When vacuum pressure drops below the threshold necessary for adequate brake assist, the sensor detects the deficiency and the system generates a diagnostic trouble code accurately reporting the condition. Without adequate vacuum, the brake booster cannot provide sufficient power assist, and drivers experience the symptoms documented in GM's own Technical Service Bulletins: spongy or soft brake pedals, brake pedals that sink toward or to the floor, hissing noises during brake application, and degraded braking performance. The Brake Vacuum Pump Defect initiates a progressive cycle of system degradation that ultimately results in catastrophic pump failure. When the brake vacuum system loses pressure due to the Defect, the vacuum pump must work harder and longer to restore and maintain adequate vacuum. As result, the brake vacuum pump in the Class Vehicles operates at an elevated duty cycle, running more frequently, for longer periods, and at higher intensity, to compensate for chronic vacuum loss. This chronic overwork places abnormal mechanical stress on the pump's internal components, resulting in accelerated wear and premature fatigue.

42. As the pump components wear, the pump becomes progressively less efficient at generating vacuum. Worn vanes seal less effectively; worn bearings create additional friction; degraded seals allow pressure loss within the pump itself. This decreased efficiency means the pump must work even harder to maintain vacuum pressure, accelerating the wear cycle further.

43. This vicious cycle continues until the pump's internal components fail catastrophically. The vanes, weakened by cumulative fatigue, fracture, bind in their slots, or seize against the housing walls. When the vanes fail, the rotor locks up inside the pump housing and the pump stops turning. But the engine's camshaft does not stop. The camshaft, driven by the full torque of the running engine, continues to rotate against the now-locked pump. The drive gear connecting the camshaft to the pump cannot withstand this opposing force. The metal drive gear, along with portions of the pump housing and, in some cases, the end of the camshaft itself, shatters violently, often producing a loud "explosion" or "bang" sound from the engine compartment. Metal debris from the shattered components is thrown into the engine, causing severe collateral damage that often requires expensive engine repairs or engine replacement.

44. At the moment of pump failure, the driver simultaneously loses all power brake assist. Without the vacuum pump, no vacuum reaches the brake booster. Without vacuum assist, the driver must apply substantially more force to

slow or stop the vehicle, a physical demand that can be difficult or impossible to meet, particularly in emergency braking situations.

45. The Brake Vacuum Pump Defect is present in the Class Vehicles at the time of purchase. The defect is latent and cannot be discovered by consumers through reasonable inspection or ordinary use. The brake booster pump assembly system and its component parts are housed within the engine compartment and are not visible or readily accessible to consumers. Nothing in the appearance, operation, or performance of a new Class Vehicle would alert a consumer to the Defect's existence until it manifests through symptoms of power brake assist degradation or catastrophic pump failure.

C. The Brake Vacuum Pump Defect Poses Severe and Imminent Dangers

46. The Brake Vacuum Pump Defect is not a mere inconvenience or maintenance issue. It is a life-threatening safety defect that strikes without warning, at any speed, and under any driving condition.

47. Complaints submitted to NHTSA from owners of the Class Vehicles reveal a consistent and terrifying pattern: drivers traveling at highway speeds suddenly discover they have little or no ability to stop their vehicles. One owner reported that while driving on the freeway at 75 mph, her vacuum pump seized and shattered, causing her to lose all braking power. She suffered injuries in the resulting incident and reported that the failure endangered "my life and numerous other

drivers on the road."[2] Another owner was driving down the expressway when traffic stopped ahead; when he applied the brakes, he had none. The pedal was "hard as a rock." He was forced to swerve into the breakdown lane and pass cars at a high rate of speed until he could bring the vehicle to a stop.[3] Yet another owner nearly crashed on the highway when she went to tap her brakes and the brake assist warning illuminated, followed immediately by complete brake failure. The pedal became "hard as a rock" and she "barely made it into the shoulder."[4]

48. The Defect is particularly dangerous because it provides drivers with no advance warning. Owners report that their vehicles displayed no warning lights, made no unusual sounds, and exhibited no symptoms before the brake system suddenly failed. One owner described approaching a red light when her brake pedal became hard and the vehicle would not stop; she ran through the intersection "in sheer panic" before managing to pull into a parking lot.[5] Another owner reported that his brake booster failed with no warning as he exited the freeway, and he came close to hitting the vehicle in front of him, "which would have resulted in a bad car

[2] Exhibit 1 at 157, NHTSA ID No. 11676711 (July 28, 2025) (2020 Chevrolet Equinox).
[3] Exhibit 1 at 300, NHTSA ID No. 11521311 (May 10, 2023) (2020 GMC Terrain).
[4] Exhibit 1 at 311, NHTSA ID No. 11406327 (April 4, 2021) (2017 Buick Envision).
[5] Exhibit 1 at 176, NHTSA ID No. 11573946 (Feb. 26, 2024) (2020 Chevrolet Equinox).

accident."[6] The "Service Brake Assist" warning, when it appears at all, typically illuminates only after the failure has already occurred, when it is too late to help the driver avoid a collision.

49. The NHTSA complaint database documents crashes and injuries directly attributable to the Defect. One owner reported that her son borrowed the family's Class Vehicle, and when brakes failed to slow it adequately, he left the roadway and struck a tree head-on. The vehicle caught fire, and the driver was fortunate to escape alive.[7] Another owner's brake system failed without warning, and the driver intentionally ran the vehicle into a tree to stop it rather than hit pedestrians or other vehicles.[8] Countless other owners describe near misses: running red lights, nearly rear-ending vehicles on highways, and relying on emergency brakes or evasive maneuvers to avoid collisions.

50. Moreover, when the vacuum pump fails, stopping the vehicle requires extraordinary physical force that many drivers cannot generate. Owners consistently report that the brake pedal becomes "hard as a rock" or "impossible to push." One owner reported that her vacuum pump failed while driving, causing the gear to explode and damage the camshaft; the brake "was unable to be depressed,

[6] Exhibit 1 at 295, NHTSA ID No. 11569634 (Feb. 3, 2024) (2020 GMC Terrain).
[7] Exhibit 1 at 199, NHTSA ID No. 11424523 (July 12, 2021) (2020 Chevrolet Equinox).
[8] *Id.* at 285, NHTSA ID No. 11632538 (Dec. 26, 2024) (2020 GMC Terrain).

requiring extreme force to being able to safely stop."[9] Another owner reported that it "took all my strength to get brakes to stop car," adding that, "If my daughter was driving she couldn't stop this car."[10]

51. Monetary relief alone is not sufficient to rectify the harm caused by GM's failure to disclose the Brake Vacuum Pump Defect to Plaintiffs and Class Members. Because GM has never notified consumers of the Defect, Plaintiffs and Class Members continue to operate Class Vehicles that are prone to sudden and unexpected brake failure, unaware of the serious safety risk posed by their vehicles. The latent nature of the Defect—which manifests without warning, resulting in a sudden loss of braking power—places Class Vehicle owners at an unreasonable risk of harm each time they drive their vehicles. An injunction is necessary to compel GM to notify Class Vehicle owners of the Defect and to ensure the safety of Class Vehicles occupants and the public.

52. Furthermore, absent injunctive relief, GM will continue to sell Class Vehicles without disclosing the Brake Vacuum Pump Defect to prospective purchasers, perpetuating the same harm to additional consumers. Plaintiffs and the general public have an ongoing interest in ensuring that GM discloses known safety defects in its vehicles and does not continue to place consumers at risk by

[9] *Id.* at 307-308, NHTSA ID No. 11574510 (Feb. 28, 2024) (2017 Buick Envision).
[10] *Id.* at 288, NHTSA ID No. 11611870 (Aug. 30, 2024) (2020 GMC Terrain).

concealing a dangerous condition that compromises the fundamental safety of the Class Vehicles' braking systems.

D. GM's Knowledge and Active Concealment of the Brake Vacuum Pump Defect

53. GM knew of the Brake Vacuum Pump Defect as early as the Class Vehicles' pre-production development and no later than March 2017, when GM issued a stop delivery order for affected vehicles. GM's knowledge derived from multiple channels, including: (1) NHTSA complaints, which GM routinely monitors; (2) Technical Service Bulletins and service actions issued to its dealer network; (3) consumer complaints posted on social media platforms and automotive enthusiast forums that GM actively surveils; (5) warranty claims data and service parts demand; and (e) pre-production design validation and durability testing.

54. GM was in exclusive possession of this knowledge of the Defect and failed to disclose it to Class Vehicle owners and lessees (or its own authorized dealerships) prior to the sale/lease of the Class Vehicles.

1. NHTSA Complaints

55. NHTSA's publicly available Vehicle Owners Questionnaire database, also known as the Consumer Complaint Database, has long served as an important source of field data for manufacturers, including GM. This database contains all motor vehicle-related consumer complaints submitted to NHTSA since January 2000.

56. Consumers submit complaints—known as "Vehicle Owner Questionnaires" or "VOQs"—providing information including the vehicle make, model, and model year; the approximate incident date; the mileage at which the incident occurred; whether the incident involved a crash or fire; whether any persons were injured or killed; the speed of the vehicle at the time of the incident; and a description of the incident along with identification of the vehicle components believed to be involved.

57. The majority of consumer complaints are submitted online at www.nhtsa.gov, where consumers input information directly into the database. Complaints can also be submitted by telephone through NHTSA's Auto Safety Hotline, through paper Vehicle Owner Questionnaire forms, or by mailing letters to NHTSA. This information is entered into NHTSA's database, where it can be searched and reviewed by the general public and vehicle manufacturers alike, organized by make, model, model year, and component.

58. GM actively monitors NHTSA complaints concerning its vehicles. GM's customer relations personnel and quality engineers regularly review NHTSA complaints relating to GM vehicles, as well as defect reports posted on consumer forums, advocacy websites, social media, and automotive enthusiast blogs. GM's customer relations division also receives and responds to customer calls and

electronic communications concerning product defects, including brake system complaints.

59. Against that backdrop, NHTSA's database reflects at least 305 consumer complaints reporting the Brake Vacuum Pump Defect in the Class Vehicles submitted to NHTSA. These complaints describe loss of braking assistance, significantly degraded braking performance, at least 23 of which were resulted in crashes. In at least 5 of those crashes, 8 people sustained injuries.

60. Not only can GM's knowledge of the Defect be inferred from the fact that 309 complaints have been registered on the NHTSA website regarding the Brake Vacuum Pump Defect in the Class Vehicles, but GM's knowledge is evidenced by the fact that at least 25 of those complaints expressly reference that General Motors LLC was notified of the Class Vehicle owners' concerns and experience with the Defect. Yet despite this volume of safety-critical reports, GM failed to correct the underlying Defect while Class Vehicles remain in active service.

61. The following is merely a representative sample of the 309 NHTSA complaints that Class Vehicle owners and lessees have reported to date[11]:

January 17, 2018 NHTSA ID NUMBER: 11063276

[11] The following complaints are reproduced as they appear on the NHTSA website. Any typographical errors are attributable to the original author of the complaint.

Components: SERVICE BRAKES

NHTSA ID Number: 11063276

Incident Date January 12, 2018

Consumer Location GLENDALE, NY

Vehicle Identification Number 2GNAXSEV7J6****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

I HAVE MY 2018 AWD EQUINOX 3 WEEKS AND 800 MILES. SERVICE BRAKE ASSIST DISPLAYS ON THE INFO-CENTER. BRAKES ARE CONSTANTLY GRINDING AND INCONSISTENT. SOMETIMES THE BRAKES ENGAGE HARD WITH NORMAL PRESSURE ON THE BRAKE PEDAL CAUSING THE CAR TO COME TO A SERIOUS AND UNEXPECTED ABRUPT STOP. THIS CAN CAUSE A REAR END COLLISION. OTHER TIMES IT FEELS LIKE THE CAR IS NOT GOING TO STOP AND IMMEDIATE AND ADDITIONAL PRESSURE MUST BE APPLIED. THERE IS NO DOUBT THAT THIS DEFECT WILL CAUSE ACCIDENTS. THE CAR WAS PRESENTED FOR SERVICE AT THE DEALERSHIP OF PURCHASE AND THEY WERE UNABLE TO DETERMINE WHY THE BRAKE ASSIST WAS MALFUNCTIONING. THEY ALSO CLAIMED THERE ARE NO SERVICE BULLETINS RELATED TO THIS ISSUE.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2018

September 3, 2019 **NHTSA ID NUMBER: 11252918**

Components: SERVICE BRAKES

NHTSA ID Number: 11252918

Incident Date August 31, 2019

Consumer Location HILL CITY, MN

Vehicle Identification Number 2GNAXWEX2J6****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

I WAS TRAVELING 70+MPH ON A FREEWAY AND I WENT TO SLOW DOWN FOR A SPEED LIMIT CHANGE FOR ROAD CONSTRUCTION. I COULDN'T PUSH DOWN ON THE BRAKES!! THANKFULLY THERE WASN'T ANYONE IN FRONT OF ME! I WAS ABLE TO PUT ON MY HAZARD LIGHTS AND COAST WHILE PUSHING AS HARD AS I COULD ON THE BRAKES. I MADE IN TO AN OFF RAMP AND WAS ABLE TO SLOW DOWN ENOUGH TO STOP AND THROW IT IN PARK AND E-BRAKE IT. THIS COULD HAVE ENDED VERY BADLY! I FOUND THAT THERE IS AN OPEN INVESTIGATION ON THE VACCUM PUMP, BUT NO OFFICIAL RECALL... (WHICH IS WHAT MINE TURNED OUT TO BE) I HOPE THEY ARE NOT WAITING FOR FATALITIES!!

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2018

October 29, 2019 NHTSA ID NUMBER: 11276931

Components: SERVICE BRAKES

NHTSA ID Number: 11276931

Incident Date January 1, 2019

Consumer Location Unknown

Vehicle Identification Number 3GNAXKEX3JL****

Summary of Complaint

CRASH**Yes**

FIRE**No**

INJURIES**1**

DEATHS0

TL* THE CONTACT OWNS A 2018 CHEVROLET EQUINOX. WHILE DRIVING 40 MPH, THE BRAKE PEDAL TRAVELED TO THE FLOORBOARD WHEN IT WAS DEPRESSED. THE CONTACT'S VEHICLE FAILED TO STOP AND CRASHED INTO TWO VEHICLES. THERE WERE NO WARNING INDICATORS ILLUMINATED. THE CONTACT SUSTAINED BURNS TO THE ARMS AND HANDS, BUT MEDICAL ATTENTION WAS NOT PROVIDED. THE AIR BAGS DEPLOYED. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC WHO REFERRED THE CONTACT TO THE LOCAL DEALER. THE CONTACT STATED THAT THE FAILURE RECURRED THIRTY DAYS LATER. THE VEHICLE WAS TOWED TO MATTHEWS-HARGREAVES CHEVROLET (2000 TWELVE MILE RD, ROYAL OAK, MI 48067, (866) 275-2746), BUT WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS CONTACTED AND PROVIDED CASE NUMBER: [XXX]. THE FAILURE MILEAGE WAS UNKNOWN. *LN ('PARTS OF THIS DOCUMENT HAVE BEEN REDACTED TO PROTECT PERSONALLY IDENTIFIABLE INFORMATION PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6).')*JB*JB

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2018

December 31, 2019 NHTSA ID NUMBER: 11292216

Components: POWER TRAIN, SERVICE BRAKES, ENGINE

NHTSA ID Number: 11292216

Incident Date December 19, 2019

Consumer Location FOREST LAKE, MN

Vehicle Identification Number 3GNAXSEV8JS****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

JUST FINSHED MY SECOND YEAR INTO MY 3 YEAR 2018 CHEVY EQUINOX LEASE AND FOR THE LAST MONTH OR SO THE SERVICE BRAKE ASSIST HAS APPEARED AND

DISSAPEARED DOZENS OF TIMES WHEN STARTING THE VEHICLE AND WHILE DRIVING AS WELL AS THE CHECK ENGINE LIGHT HAS COME ON AND OFF FOR THE LAST FEW WEEKS. ORGINALLY MAD AN APPOINTMENT BUT THE DEALER SHIP CANCLLED IT AND THEN MY CAR SUDDENLY HAD REDUCED POWER THE DIED IN THE MIDDLE OF THE ROAD AS I WAS DRIVING ON THE ROAD. NOT A HIGHWAY. GOT IT TOWED TO THE DEALER AND THE SAY A VACUM PUMP SEIZED? NOW ARE SAYING THERE IS METAL IN THE ENGINE AMD THEY DONT KNOW WHY. TRYING TO GET ME TO PAY FOR COST. HAVE TAKEN CAR OF VEHCHILE AND DONE THE REQUIRED MATINENCE. THIS SHOULD NOT BE HAPPENING ON A 2 YEAR OLD CAR WITH ON 32000 MILES. VERY CONCERNED THERE IS SOMETHING DEFECTED WITH THE CAR. AS NUMEROUS VEHICLES HAVE BEEN RECALLED FOR SIMILAR ISSUES TO MINE BY GM.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2018

October 22, 2019 **NHTSA ID NUMBER: 11270329**

Components: SERVICE BRAKES

NHTSA ID Number: 11270329

Incident Date October 20, 2019

Consumer Location COLUMBIA, MO

Vehicle Identification Number 3GNAXREV5JS****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

ROUGHLY 38K MILES ON VEHICLE, WENT ON A ROAD TRIP AND ABOUT 80 MILES INTO THE TRIP, WAS SLOWING DOWN FOR TRAFFIC AND BREAKS WENT OUT, THE MASTER CYLINDER. IT WAS INCREDIBLY HARD TO PRESS DOWN ON THE BREAKS TAKING ALL MY EFFORT TO STOP THE CAR.

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2018

May 6, 2019 **NHTSA ID NUMBER: 11205740**

Components: SERVICE BRAKES

NHTSA ID Number: 11205740

Incident Date May 6, 2019

Consumer Location LAKE BUTLER, FL

Vehicle Identification Number 2GNAXJEV5J6****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

I AM DRIVING DOWN THE HIGHWAY WHEN I GET A WARNING SAYING SERVICE BRAKES. I WENT TO HIT MY BRAKES AND I HAD NONE AT ALL! I ALMOST HIT A CAR BECAUSE IT WAS GETTING OFF THE RAMP AND HIT ITS BRAKES. I HAD TO GO OVER TO THE SIDE OF THE ROAD TO KEEP FROM HITTING IT. I FOUND OUT THAT THE BRAKE VACUUM PUMP WENT OUT. I KNOW THAT GM IS DOING A INVESTIGATION ON THIS. MY CAR IS NOW AT THE DEALERSHIP GETTING REPAIRED. I DON'T WANT THIS TO HAPPEN TO SOMEONE ELSE. I HAD NO WARNING AT ALL THAT MY BRAKES WAS NOT GOING TO WORK. THANK GOD I WAS ABLE TO GET STOPPED WITHOUT BEING IN A ACCIDENT. THIS IS A BIG SAFETY HAZARD!!!!!

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2018

January 27, 2020 NHTSA ID NUMBER: 11302206

Components: SERVICE BRAKES, ENGINE

NHTSA ID Number: 11302206

Incident Date January 17, 2020

Consumer Location CHARLESTON, SC

Vehicle Identification Number 3GNAXJEV4JL****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

I WAS DRIVING DOWN THE HIGHWAY AND I GOT AN ERROR SAYING ENGINE POWER REDUCED, AND MY ENGINE CUT OUT, AND THEN RIGHT AFTER, I GOT AN ERROR SAYING BRAKE ASSIST ON, AND MY BRAKES FELT LIKE A BRICK WHEN I TRIED TO PUSH THEM. I MADE IT TO THE EMERGENCY LANE ON THE HWY, AND PUSHED MY BRAKES REALLY HARD AND THEN PUT THE PARKING BRAKE ON. AFTER GETTING IT TOWED TO THE CLOSEST DEALERSHIP, THE SERVICE ADVISOR TOLD ME THIS IS A KNOWN ISSUE WITH EQUINOXS WITH MY ENGINE TYPE, WHERE THE VACUUM PUMP GOES OUT, AND THEN THE GEAR RUNNING IT BRAKES, AND THEN THE METAL FROM THAT GEAR GOT SUCKED UP INTO MY ENGINE. THAT VACUUM PUMP CONNECTS TO BOTH MY BRAKES AND MY ENGINE, WHICH IS WHY I LOST BOTH AT THE SAME TIME WITH NO PRIOR WARNINGS OR ANY INDICATION ANYTHING COULD BE WRONG BEFORE IT HAPPENED. MY ENGINE IS NOW COMPLETELY BLOWN WITH NO WARNING. IT'S A KNOWN ISSUE WITH THE FACTORY PART, AND THEY ASSURED ME IT HAD NOTHING TO DO WITH MAINTENANCE OR ANYTHING, SOME OF THE VACUUM PUMPS THEY USED ARE JUST BAD. THERE ARE NO OPEN RECALLS ON MY VIN. THIS COULD HAVE BEEN VERY BAD. I LOST MY BRAKES AND MY ENGINE GOING HIGHWAY SPEEDS ON A BRIDGE. I WAS JUST LUCKY ENOUGH TO BE ABLE TO MAKE IT TO THE EMERGENCY LANE AND STOP WITHOUT GETTING HIT OR HITTING ANYONE ELSE.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2018

December 8, 2021 NHTSA ID NUMBER: 11443106

Components: SERVICE BRAKES

NHTSA ID Number: 11443106

Incident Date December 8, 2021

Consumer Location UNIONTOWN, OH

Vehicle Identification Number 3GNAXJEV0JL****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

The power booster brake assist vacuum pump, without any warning, failed while exiting the freeway. My wife couldn't stop the vehicle. Replaced unit for $750.00. Now Fine SCARED the crap out of her. Approximately 84,000 miles. This is a sealed unit. I am a highly skilled machinist and I have made braking components for auto and aircraft and disassembled and reassembled for evaluation to determine cause and to remedy problem. What happened? DEFECTIVE PARTS OR POOR DESIGN. I request all replaced damaged parts so I have the part here. I did my research and have seen this is an ongoing problem with GMC and yet NO recall. HELP!

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2018

November 28, 2021 NHTSA ID NUMBER: 11441863

Components: SERVICE BRAKES

NHTSA ID Number: 11441863

Incident Date November 28, 2021

Consumer Location CAMDEN, SC

Vehicle Identification Number 3GNAXJEVXJS****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

1. The brake component that failed was the vacuum pump. It has been repaired and is not available for inspection. 2. I lost braking ability(the ability to brake normally) on a major interstate in Georgia while driving 74 mph. By stomping on the brakes with full body weight, I was able to drop back in traffic, eventually find an exit to pull off the road. 3. The service report from the dealership that fixed it stated, "Customer states the vehicle has very limited brakes. You have to apply brake pedal extremely hard to stop.....Customer concern verified. No brake vacuum present." 4. Do not know. 5. Right before the incident occurred a light signaling something about the brakes came on. That was wile the car was moving at 74 mph.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2018

November 1, 2021 NHTSA ID NUMBER: 11438988

Components: SERVICE BRAKES

NHTSA ID Number: 11438988

Incident Date July 30, 2020

Consumer Location HAMMOND, IN

Vehicle Identification Number 2GNAXREV2J6****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

While driving on an interstate I had to brake suddenly and the brakes were extremely difficult to engage. I was able to get to the shoulder and down shift the transmission in order to stop. The vehilces brake booster had failed. There were no warning lights to inform me. Fortunately, I had a repair warranty to fix the brake booster. However, I feel this may be a problem that GM should be made aware of.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2018

May 26, 2021 **NHTSA ID NUMBER: 11418610**

Components: SERVICE BRAKES

NHTSA ID Number: 11418610

Incident Date May 26, 2021

Consumer Location ATLANTA, GA

Vehicle Identification Number 3gnaxjev3jl****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

Dealership stated that it is an internal failure of the vacuum pump. Have had the

Vacuum pump fail 2 times since I got it and now it just occurred for the 3rd time. Had it replaced by a dealership both times before and will be bringing it back there this afternoon. No warning light. Brakes just stop working while driving. They feel very hard and barely stop the car. Have to use the emergency brake to stop the car. First and second time it happened I was going about 45-50 mph, coming up to the red light and had no brakes. No previous issue or warning. This time I was in a parking lot so not that fast but had no brakes all of a sudden again.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2018

May 24, 2021 **NHTSA ID NUMBER: 11418276**

Components: SERVICE BRAKES

NHTSA ID Number: 11418276

Incident Date May 21, 2021

Consumer Location HANOVER, PA

Vehicle Identification Number 2GNAXHEV7J6****

Summary of Complaint

CRASH **No**

FIRE **No**

INJURIES **0**

DEATHS **0**

I waa getting off the highway on an exit ramp and my brake pedal started vibrating. Then I could not depress the brake pedal, it wouldn't budge. It was as hard as a rock. I then lost my breaks and almost had a major accident. I swerved and ended up on the grass shoulder near the woods. Then the “Service Brake Assist” message came on the dashboard, and the engine light came on. It was the most scariest experience I have encountered and now I no longer want to own this car. I had it towed to Apple Cheverolet in York Pa.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2018

July 23, 2020 NHTSA ID NUMBER: 11341147

Components: SERVICE BRAKES

NHTSA ID Number: 11341147

Incident Date July 20, 2020

Consumer Location LIBERTY, TX

Vehicle Identification Number 2GNAXHEV4J6****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

9 MONTHS AGA, COMPLETE BRAKE FAILURE WHILE DRIVING ON THE HIGHWAY. DASH SAID SERVICE BRAKE ASSIST. TURNER CHEVROLET IN CROSBY, TX REPLACED THE VACUUM PUMP MAKING THE BRAKES WORK. NOW WE HAD THE SAME ISSUE AGAIN WHILE DRIVING ON THE HIGHWAY AT HIGHWAY SPEEDS. IN BOTH CASES, WE INSTANTLY LOST ALL BRAKING, BUT WERE ABLE TO SLOW DOWN BY LETTING OFF THE ACCELERATOR AND HAD ENOUGH DISTANCE TO SLOW DOWN.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2018

September 13, 2021 NHTSA ID NUMBER: 11432705

Components: SERVICE BRAKES

NHTSA ID Number: 11432705

Incident Date September 13, 2021

Consumer Location NEW HUDSON, MI

Vehicle Identification Number 3GNAXJEV7KS****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

While driving on the freeway, the brakes became suddenly stiff and I was unable to stop the vehicle immediately for oncoming traffic. I had to steer away from the road onto the emergency lane and apply the brakes really hard to stop the car. There were no warning messages of any sorts and while trying to stop and start the car several times, then the service brake assist warning with the check engine light came up. I have to take the vehicle for inspection to the checy dealer to know more detailed cause of the issue. I had my wife, a 4 year old and a 4 month old in the car when this happened.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2019

October 9, 2021 NHTSA ID NUMBER: 11436164

Components: SERVICE BRAKES

NHTSA ID Number: 11436164

Incident Date October 8, 2021

Consumer Location MARCELLUS, NY

Vehicle Identification Number 3gnaxuev6kl****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

While exiting the highway I went to put on my brakes and there were no power brakes. It pedal was stiff and I had to push extremely hard to stop and it took a long time to do so. The brake assist light come on as well. I had no prior warning, noise or any reason to believe that my brakes wouldn't work. We checked the pads, rotors and brake lines and they were all fine so that's not the issue. It could have been catastrophic if I had been on the highway still when this happened.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2019

September 21, 2022 NHTSA ID NUMBER: 11485733

Components: SERVICE BRAKES

NHTSA ID Number: 11485733

Incident Date September 21, 2022

Consumer Location Unknown

Vehicle Identification Number 3GNAXHEV2KS****

Summary of Complaint

CRASH**Yes**

FIRE**No**

INJURIES**0**

DEATHS**0**

I was driving exiting a school zone going about 35 mph. As I was coming up on a stop sign my brakes went completely out on my 2019 Chevy Equinox, and to avoid hitting kids walking across the sidewalk I ran into a cement wall to stop my car this morning on 9/21. I had it diagnosed twice and both vendors said it was the Vacuum pump brake and they have been seeing many of these cases. I checked the recall and there isn't one but over 200+ reviews with this exact issue! This is a huge safety issue! People could of been severely hurt today. I called the dealership and they said I need to not get it fixed and wait to file a claim and call product quality claim.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2019

September 14, 2022 **NHTSA ID NUMBER: 11484445**

Components: AIR BAGS, SERVICE BRAKES

NHTSA ID Number: 11484445

Incident Date September 1, 2022

Consumer Location SOUTHFIELD, MI

Vehicle Identification Number 3GNAXLEX4KL****

Summary of Complaint

CRASHYes

FIRENo

INJURIES0

DEATHS0

The brake system failed and my car is now in a salvage lot. I believe the car will remain there only until I submit the car title. While driving in heavy traffic I was unable to make a sudden stop to avoid hitting the car in front of me. I had enough time to stop, but the brakes failed to engage properly. The brakes were very stiff and vibrated or pulsated as I applied the brakes and my car wouldn't stop prior to colliding with the car in front of me. My safety and the occupants in the other car were at risk. The life of a pedestrian, if involved, could have resulted in death. Luckily, there were no serious injuries and exterior damage appeared minimal but my car suffered serious internal damage. I was

not able to confirm the problem with the dealership. My phone calls were not returned. I also contacted Chevrolet and now waiting for a follow-up call. The car was only inspected by the insurance appraiser, who deemed my car a total loss because the car frame was cracked on both sides, air condenser damage, exterior damage plus more. The insurance co. had my car towed to a holding parking lot for salvage. My greatest concern is if this had been a situation where I was unable to stop suddenly to avoid hitting a pedestrian and killed someone! The appraiser suspected the air bag sensor might have failed since the impact was hard enough to crack the car frame. Seven days prior to the accident I had rear brakes and roters replaced at a Chevrolet dealership. They also looked into a warning message on my dash - Service brake assist system. I was told nothing was wrong with that.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2019

June 24, 2022 **NHTSA ID NUMBER: 11470913**

Components: SERVICE BRAKES, LANE DEPARTURE, BACK OVER PREVENTION

NHTSA ID Number: 11470913

Incident Date June 24, 2022

Consumer Location CARTERSVILLE, GA

Vehicle Identification Number 2GNAXPEX0K6****

Summary of Complaint

CRASH No

FIRE No

INJURIES 0

DEATHS 0

I was on interstate 85 going 70 miles an hour when I got on the interstate the brakes were working perfect got to go on 70 miles an hour and traffic started stopping when I hit the brakes it was so stiff that I couldn't apply it Ammo divert to the emergency Lane

and pushed with all my mic and finally got it to stop if my wife would've been driving it which is her car she would've been severely hurt probably

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2019

March 18, 2022 **NHTSA ID NUMBER: 11457224**

Components: SERVICE BRAKES

NHTSA ID Number: 11457224

Incident Date March 18, 2022

Consumer Location JERSEY CITY, NJ

Vehicle Identification Number 3GNAXUEV4KS****

Summary of Complaint

CRASH No

FIRE No

INJURIES 0

DEATHS 0

While my wife and I are traveling on the highway out of town going 72 mph there was traffic and she began to press the brake peddle but car didn't want to stop. She had to push all body weight on the brakes and the brakes seem like it's hesitation and vibration but eventually stopped. This is very dangerous and brake service light came on. I pull off the exit and check fluids and brakes and all looks normal as I know some about cars. I called to get it checked today and lady said to bring it in right away as they are aware of this common issue with these equinox. She say either canister or pump failure which I researched and have many people who have complained but GM has changed 2018 certain models but failed this model year also and didn't fix the design for this model year of 2019 D2. Need this investigation to continue and I will begin petition for class action suit against GM which they have been notorious for law suits. Please help!!!

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2019

March 7, 2022 NHTSA ID NUMBER: 11455542

Components: POWER TRAIN, SERVICE BRAKES

NHTSA ID Number: 11455542

Incident Date March 5, 2022

Consumer Location MIDLAND, MI

Vehicle Identification Number 3GNAXJEV7KS****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

While driving on the highway a warning message came up that said “engine power reduced” and moment after we lost the ability to accelerate. We pull over and turn the car off, when trying to restart it, it would not restart. We were left stranded on the side of the highway. We had to get it towed to a GM dealership and after 3 days we received a diagnosis that the vacuum pump failed and seized which caused damage to the end of the cam shaft. Repair costs are approx. $1800! We are lucky we didn’t completely lose control of our vehicle and was able to get to the side of the road!

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2019

November 22, 2021 NHTSA ID NUMBER: 11441371

Components: SERVICE BRAKES

NHTSA ID Number: 11441371

Incident Date November 15, 2021

Consumer Location GROVELAND, FL

Vehicle Identification Number 2gnaxkev4k6****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

While safely driving under normal conditions, I attempted to slow my vehicle down while approaching a vehicle that was making a right turn into a parking lot. Upon trying to apply the brakes, I was met with resistance (Hard brake pedal) which prevented my vehicle from properly slowing down. This was caused by a failed/malfunctioning brake booster/vacuum pump. Since I was driving at a safe distance, I managed to barely avoid colliding with the rear of the car making the turn, however, that miss was extremely narrow. My vehicle barely slowed down when the brakes were applied which, had I been on the interstate or traveling at a higher rate of speed, would have more than likely resulted in a collision. This DEFINITELY puts myself, my wife, and our 2 children's safety at risk. Once I successfully parked the vehicle, a "Service Brake Assist" warning messaged appeared for the 1st time. I began researching/attempting to diagnose the issue. During this time I came across several articles detailing a recall issued by GM describing the exact same issue with the brake booster/pump, ironically however, it only covered vehicle produced through 2018. I then contacted GM customer service to alert the manufacturer and see how they would rectify the situation. I was informed that my vehicle had no open recalls and was out of warranty & there was nothing they could do for me.(handwritten call log can be provided upon request) When I contacted the dealership, they informed me they were unable to see the vehicle until the 1st week in Dec. I was left to take it to my local mechanic who, upon his diagnosis, informed me that it was the vacuum pump that had failed. As previously stated, there were no warnings prior to the failure. The "Service Brake Assist" appeared AFTER I managed to safely get my vehicle to a parking spot.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2019

June 22, 2022 NHTSA ID NUMBER: 11470412

Components: SERVICE BRAKES

NHTSA ID Number: 11470412

Incident Date May 29, 2022

Consumer Location GROVETOWN, GA

Vehicle Identification Number 2GNAXUEVXK6****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

After purchasing the vehicle in April 2021, 3 months later upon traveling home and entering an exit ramp the brakes completely locked while going 35-45mph into ongoing traffic downhill and would not allow me to press down on them so that I could come to a stop. I press the emergency brake and that did nothing. I had to glide through traffic into a gas station parking lot almost slamming into a gas pump. The sewer dip allowed the vehicle to slow up and come to halt blocking the traffic. This happened after midnight so I took it to the dealership in which i purchased. No lights appeared on the dash. They advised me the brake booster pressure sensor, brake booster vacuum hose and then after doing so they said non of it fixed the issue, I would need a new brake booster. All totaling over $2000 for a vehicle I had less than 6 months. Shortly after the month following July or August, stalled and the push to start button wouldn't activate. I waited a few moments and then it turned on, with the engine light lit. I took it directly to dealerships service department and they had it a month, they eventually said it was the Oxygen Sensor and it needed to be replaced. I reached out to GM about all of the issues. They stated there were recalls but not for my VIN. CRAZY Now less than a month, a slight fender bender, another vehicle crossed into my lane, the sensors did not initiate, I had to swerve to dodge from causing any major damage and avoid on coming traffic. My vehicle sustained minor scratches on the front passenger side. Initially 30 minutes after it was running fine. Then the light sensors on the mirrors both sides

remained on. No engine lights, no warnings. I'm traveling down the 5 lane Highway @75mph and the vehicle just shuts completely off. I had to get across traffic and avoid causing an accident. The vehicle would not start. Got it towed back into town. Back to the dealership and was advised I needed a new engine! Now I'm without a vehicle.

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2019

November 17, 2023 **NHTSA ID NUMBER: 11555647**

Components: SERVICE BRAKES, ENGINE

NHTSA ID Number: 11555647

Incident Date April 8, 2023

Consumer Location INDIANAPOLIS, IN

Vehicle Identification Number 2GNAXHEV8K6****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

The vacuum pump failed, which left me without power brakes while slowing down on an interstate exit ramp. There were no warnings or indications of failure in advance. The brakes were fine as I got on the interstate, then I became aware of the problem as I exited about 30 minutes later. I nearly rear-ended the car in front of me as we approached the stoplight. Without power brakes, much more force than usual was necessary to come to a stop safely. This is a very dangerous situation as elderly or physically disabled drivers may find it very challenging to apply enough force to come to a stop, especially when slowing down from 70+ MPH interstate speeds. Metal pieces broke off from the vacuum pump and caused damage to the cam shaft. While reviewing some YouTube videos on the topic, I discovered I'm not the only Equinox owner to experience this type of failure around 5x,xxx to 6x,xxx miles for the 2019 or similar model years. Here is the link to one representative video, and the comments indicate

there are others who have experienced something similar... 2018 Chevy Equinox Vacuum Pump Catostrophic Failure! [XXX] Here's another: 2020 chevy equinox brake pedal really hard or no brakes fix [XXX] --F One more example: 2018 -2019 and up chevy equinox brake pedal Hard easy fix [XXX] Unfortunately, my vehicle was subsequently totaled in an unrelated accident, so it is unavailable for inspection. I believe public safety is at risk, however, so I have decided to submit this report anyway. INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2019

September 24, 2023 **NHTSA ID NUMBER: 11546208**

Components: SERVICE BRAKES

NHTSA ID Number: 11546208

Incident Date September 4, 2023

Consumer Location COLUMBIA, MO

Vehicle Identification Number 3GNAXNEV7KL****

Summary of Complaint

CRASH No

FIRE No

INJURIES 0

DEATHS 0

While driving from a short trip when we got back home we stopped to get something to eat and when backing out of our parking space I put on the brakes but the peddle was really hard and it was very hard to stop. I went the next day to a parts store and used their scanner and came up with code for brake assist vacuum pump. I had a very hard time finding a replacement and it had to come from Kansas city. I replaced it myself and had problems with it too. The original one the drive connector disintegrated where it connects to the cam shaft. The replacement one went on fine but oil ran from it due to the outer faceplate being warped. Every part store in town says they can't get it.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2019

July 12, 2021 **NHTSA ID NUMBER: 11424523**

Components: SERVICE BRAKES, FORWARD COLLISION AVOIDANCE

NHTSA ID Number: 11424523

Incident Date July 8, 2021

Consumer Location BRIDGETON, NJ

Vehicle Identification Number 2GNAXVEX4L6****

Summary of Complaint

CRASHYes

FIREYes

INJURIES1

DEATHS0

Back in early October 2020, vehicle had about 2000 miles on it. I noticed that when I started up the vehicle The Brake Assist Service message came on the brakes were spongy and had vibrating feel. I drove about a half of a mile and the problem stopped. The engine light came on and stayed on but then went out. Everything was ok for about two weeks when it did it again light came on took it a dealer but light went off. They serviced the vehicle and seem that the problem had stopped. Then in Early April of 2021 it happened again. Took it to the same dealership, they replace some more parts. Week or two weeks later same issue. Took it back to the dealership. They replaced the engine control module. During all these times, an engine light would soon follow after the message about the brake assist message. Thought it was fixed. On June 14 2021 at 1:14PM started my vehicle up the SERVICE BRAKE ASSIST message came on called the dealership. The brakes were vibrating and were not smooth. I stopped and turned off the vehicle and restarted the vehicle message went away brakes appeared to be fine. This time however no engine came on. Dealership was willing to service the vehicle but if the engine light wasn't on it would hard to diagnosed. I took a picture of the message before it had clear. On July 8th 2021, at 2:08PM, I started my vehicle and the SERVICE BRAKE ASSIST message came on. I took a photo of it. I tested the brakes appear to be ok. Turned the vehicle off the message didn't show again. My son borrow the vehicle and he got into an accident the same day approximately 6 hours. He swerved to avoid hitting a deer. He said that brakes appeared not to slow him down. He left roadway and

struck a tree head on. The vehicle caught fire and he was lucky to escape. The vehicle was destroyed by the fire and crash. Not putting blame on anyone because I know there were other contributing factors to the accident . I just wanted to report this because of past problems with GM.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

May 31, 2022 **NHTSA ID NUMBER: 11466867**

Components: SERVICE BRAKES

NHTSA ID Number: 11466867

Incident Date May 26, 2022

Consumer Location HASLET, TX

Vehicle Identification Number 3GNAXKEV6LS****

Summary of Complaint

CRASH No

FIRE No

INJURIES 0

DEATHS 0

I had just exited off of the highway and I was approaching the red light ahead my brakes became hard to push and they did not stop the vehicle. I ran through the red light in sheer panic. Was able to pull into a bank parking lot and when I turned the vehicle off and then back on the "brake assist" notification came up. I called my local Chevy Service but at that point I was on a trip from Fort Worth to Houston and was halfway in the middle closest to Waco. I drove it to the nearest dealership 30 miles. I had to leave the vehicle for 5 days. The diagnoses was no vacuum to brake booster pump. A total of $504. They said pumps are not included in powertrain warranty and I just passed the bumper to bumper warranty. I Had to get a hotel for the night. Then get a family member to drive 3 1/2 hours to come get me and my 2 daughters. My main concern is if anybody else had been coming through that intersection when my brakes failed it could have been a really bad accident. I had gone from a 75mph speed limit and was still going 35 mph when they stopped working.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

July 12, 2022 NHTSA ID NUMBER: 11473629

Components: SERVICE BRAKES, ENGINE

NHTSA ID Number: 11473629

Incident Date July 9, 2022

Consumer Location RICHWOODS, MO

Vehicle Identification Number 3GNAXKEV7LS****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

While driving the Brake pedal became very hard to press and stopping distance increased greatly. the check engine light and service brake light on the dash became illuminated. After looking online it became apparent that there are a lot of people with Chevrolet vehicles equipped with the 1.5L engine that had the same problem and the cause was a faulty vacuum pump. I removed the vacuum pump and it has broken pieces that have fallen off of it and are now inside of the engine and will need more engine components removed to have access to remove all of the metal fragments.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

October 5, 2022 NHTSA ID NUMBER: 11488040

Components: SERVICE BRAKES

NHTSA ID Number: 11488040

Incident Date October 4, 2022

Consumer Location HUDSON, IA

Vehicle Identification Number 3GNAXUEV5LL****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

My brake pedal became hard as a rock requiring all of the leg strength I had to stop vehicle followed by a Brake Booster warning light and an email from OnStar. My concern here is GM eliminated that foot/hand operated emergency/parking brake leaving no backup method to stop in an emergency. Women, for the most part, and inexperienced drivers would not have the strength or knowledge to push on the brake pedal as hard as possible to stop the vehicle. Once they pushed with normal pressure and the vehicle didn't stop there would be an accident. In my case I was traveling at 45 mph in congested multi lane traffic on the inside of four lanes when traffic suddenly stopped leaving me about 2 seconds to react.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

February 7, 2023 NHTSA ID NUMBER: 11505962

Components: SERVICE BRAKES

NHTSA ID Number: 11505962

Incident Date February 4, 2023

Consumer Location GEORGETOWN, OH

Vehicle Identification Number 2GNAXKEV9L6****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

The P0556 code gets stored when the PCM has detected a problem with the brake booster pressure sensor circuit because of abnormal feedback. Braking distance significantly affected by brake pedal becoming difficult to depress. Cause is the brake booster vacuum pump. Internet reports indicate multiple vehicle types during the late 20-teens and early 2020s. Problems are occurring during or shortly after warranty expiration. This is a very dangerous problem that could cause serious injury.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

December 5, 2022 NHTSA ID NUMBER: 11496094

Components: SERVICE BRAKES

NHTSA ID Number: 11496094

Incident Date December 1, 2022

Consumer Location CINCINNATI, OH

Vehicle Identification Number 3GNAXKEV1LL****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

The brake vacuum pump went bad while driving the car

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

July 11, 2023 NHTSA ID NUMBER: 11531520

Components: SERVICE BRAKES

NHTSA ID Number: 11531520

Incident Date July 8, 2023

Consumer Location BURLESON, TX

Vehicle Identification Number 3GNAXKEV5LS****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

When I was driving my vehicle, I came up to a red light and my brake pedal was hard and I could not stop the vehicle. The brakes would not work when I tried to stop. With fast acting and thinking, I was able to pull over to avoid hitting the vehicle in front of me, luckily no other cars were around at that time. Mine and my child's safety were at risk when the vehicle would not stop and we could have been in an accident from the brakes not working. The vehicle is currently at the dealership getting diagnosed. No warning sings, warning lamps, messages or other signs happened before, during, or after the failure of the brakes. The brake pedal was so hard you could not push it down at all.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

June 2, 2023 NHTSA ID NUMBER: 11525121

Components: SERVICE BRAKES

NHTSA ID Number: 11525121

Incident Date June 1, 2023

Consumer Location TOLEDO, OH

Vehicle Identification Number 3GNAXUEVXLL****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

I was driving home from work, just got off the highway, and when I was about to turn into my apartment complex, i went to push on the brake to slow down, and I noticed I couldn't push down on the brake at all. Luckily, it was later in the evening and no other cars were around at the time of the incident. There was no prior warning that popped up before that. My car didn't stop until I pulled the parking brake and then the "service brake assist" message popped up finally. No accident occurred but I am pretty shaken up considering how different the outcome could have been if I was on the highway for myself and if there was any other car involved. I will be taking it to the dealership in a few days.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

May 20, 2023 NHTSA ID NUMBER: 11523026

Components: SERVICE BRAKES

NHTSA ID Number: 11523026

Incident Date May 19, 2023

Consumer Location LIVONIA, MI

Vehicle Identification Number 2GNAXJEV7L6****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

I was driving on the highway when suddenly my brakes became stuck and I was unable to stop. I was able to safely maneuver to the side of the highway with the help of quick thinking and my parking brake. However, no warning lights or messages appeared from my car directly prior to the event. Although I was safe, this could have had a fatal outcome for either myself or other drivers on the highway had I not been able to move to the side of the highway quickly. My car is currently at a dealership for the weekend and I am awaiting them opening this week so they will be able to perform a full inspection. A sheriff presented to the scene when this happened as I had my hazard lights on while on the side of the road and he did a visual inspection of the hood of my car as well. I am extremely concerned regarding the unprompted failure of my brake system and lack of warning prior.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

April 14, 2023 NHTSA ID NUMBER: 11517123

Components: SERVICE BRAKES, HYDRAULIC, SERVICE BRAKES

NHTSA ID Number: 11517123

Incident Date April 2, 2023

Consumer Location CHAMPAIGN, IL

Vehicle Identification Number 3GNAXKEV0LS****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

The contact owns a 2020 Chevrolet Equinox. The contact stated that while his wife was driving at an undisclosed speed, she depressed the brake pedal to slow the vehicle; however, the vehicle failed to respond. As a result, the contact had to apply pressure and pump the brake pedal several times to stop the vehicle. The contact was able to navigate the vehicle off the roadway. The vehicle was then towed to Tires Plus where it was diagnosed that the brake vacuum pump malfunctioned and needed to be replaced. The vehicle was repaired. The manufacturer was notified of the failure. The failure mileage was approximately 90,000.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

April 14, 2023 NHTSA ID NUMBER: 11517126

Components: SERVICE BRAKES, HYDRAULIC, SERVICE BRAKES, ENGINE AND ENGINE COOLING

NHTSA ID Number: 11517126

Incident Date April 10, 2023

Consumer Location CHAMPAIGN, IL

Vehicle Identification Number 2GNAXKEV7L6****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

The contact owns a 2020 Chevrolet Equinox. The contact stated that while driving at approximately 55 MPH, he depressed the brake pedal however, the vehicle failed to respond. As a result, the contact had to apply pressure and pumped the brake pedal approximately ten to fifteen times before the vehicle stopped. The contact then engaged the parking brake. The vehicle was taken to Tires Plus where it was diagnosed that the brake vacuum pump had exploded and caused damage to the camshaft. The vehicle was not repaired. The dealer was notified of the failure and the contact was scheduled to take the vehicle to the dealer. The manufacturer was notified of the failure and the contact was provided a case number. The failure mileage was approximately 80,000

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

July 28, 2025 NHTSA ID NUMBER: 11676711

Components: SERVICE BRAKES, ENGINE

NHTSA ID Number: 11676711

Incident Date June 29, 2025

Consumer Location SULTAN, WA

Vehicle Identification Number 3GNAXHEVXLS****

Summary of Complaint

CRASH**Yes**

FIRENo

INJURIES1

DEATHS0

While driving on the freeway at 75 mph my vacuum pump seized and shattered, causing me to loose all breaking power, damaging my engine beyond repair and endangering my life and numerous other drivers on the road. There is a current recall on the particular year, make and model for this issue but my VIN is not included so the dealership refuses to fix the issue.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

June 24, 2025 NHTSA ID NUMBER: 11668984

Components: SERVICE BRAKES, ENGINE

NHTSA ID Number: 11668984

Incident Date June 22, 2025

Consumer Location VICTORVILLE, CA

Vehicle Identification Number 3GNAXKEV7LL****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

The vacuum pump broke and caused the brake booster to lose vacuum and made the brakes hard and almost caused an accident.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

June 9, 2025 NHTSA ID NUMBER: 11665895

Components: SERVICE BRAKES, ENGINE

NHTSA ID Number: 11665895

Incident Date June 9, 2025

Consumer Location CAMPBELL, OH

Vehicle Identification Number 3GNAXKEV1LS****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

Vehicle brakes became hard and failed to stop, check engine light came on and warning saying reduced engine power. Vacuum pump seized and broke off in the crankshaft. After vacuum pump replacement vehicle failed to start multiple times. Vehicle started and had rough idle and stalled multiple times. Currently awaiting dealer inspection.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

May 27, 2025 NHTSA ID NUMBER: 11663162

Components: SERVICE BRAKES

NHTSA ID Number: 11663162

Incident Date May 23, 2025

Consumer Location BROOKLYN PARK, MN

Vehicle Identification Number 3GNAXUEVXLS****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

This past weekend, while driving my 2020 Chevrolet Equinox, I experienced a sudden and complete brake failure. I was turning into a residential neighborhood at approximately 20-30mph when the brakes locked up without warning. Despite pressing the brake pedal, the car would not stop. I attempted to shift into park, but the vehicle continued to roll forward. I had to engage the emergency brake, which caused the car to come to an immediate stop. Thankfully, there were no cars in front of me, but I came dangerously close to hitting a cement wall head-on. This created a serious risk to my safety and potentially to others had the situation occurred in traffic or near pedestrians. There were no warning lights, noises, or prior symptoms indicating an issue with the braking system. The vehicle has since been towed to the dealership and is currently awaiting inspection. I've learned that there are existing recalls on other VINS for the 2020 Equinox related to an incorrect lubricant used in the manufacturing process of the rear brake calipers. This defect can cause the calipers to swell, leading to excessive brake drag. Over time, this drag may result in overheating and possible brake lockup, which aligns with what I experienced. The component appears to be the braking system, specifically involving the calipers or pads. At the time of writing, the failure has not yet been confirmed by the dealer. This issue is extremely dangerous and could have resulted in a severe crash. I am reporting this in hopes that it contributes to a broader investigation, especially if this problem extends beyond currently recalled VINs.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

May 27, 2025 NHTSA ID NUMBER: 11663275

Components: SERVICE BRAKES

NHTSA ID Number: 11663275

Incident Date May 23, 2025

Consumer Location BROOKLYN PARK, MN

Vehicle Identification Number 3GNAXUEVXLS****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

I am filing a safety complaint regarding a failure of the vacuum pump in my 2020 Chevrolet Equinox. The failure occurred without warning and severely impacted the vehicle's braking performance, posing a serious safety risk while driving. When the vacuum pump failed, I experienced a hard brake pedal and a significant loss of braking power, which made it difficult to stop the vehicle safely. Thankfully, I was not in heavy traffic or approaching a stoplight at high speed when it happened—otherwise, it could have resulted in a serious accident. After researching this issue, I discovered that vacuum pump failures appear to be a recurring problem in other GM vehicles of similar model years. It is extremely concerning that such a critical component could fail prematurely and without adequate warning. I believe this issue should be investigated for a potential defect and safety recall. I urge the NHTSA to look into this matter to ensure the safety of other drivers who may be at risk due to this defect. Thank you for your time and attention.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

April 30, 2025 NHTSA ID NUMBER: 11657687

Components: SERVICE BRAKES, ENGINE

NHTSA ID Number: 11657687

Incident Date December 10, 2024

Consumer Location KYLE, TX

Vehicle Identification Number 2GNAXPEX0L6****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

The vaccum pump seized which is connected to the camshaft which broke causing the timing chain to break. This caused the vehicle to lose breaking g power and almost wreck.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

March 24, 2025 NHTSA ID NUMBER: 11650062

Components: SERVICE BRAKES

NHTSA ID Number: 11650062

Incident Date March 21, 2025

Consumer Location FLINT, TX

Vehicle Identification Number 3GNAXHEV0LS****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

Service brake assist

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

March 14, 2025 NHTSA ID NUMBER: 11648275

Components: SERVICE BRAKES, FORWARD COLLISION AVOIDANCE

NHTSA ID Number: 11648275

Incident Date March 12, 2025

Consumer Location CREVE COEUR, IL

Vehicle Identification Number 3GNAXJEV9LS****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

Our car has just around 77,000 miles and the brakes stopped working while driving. To our luck my husband quickly thought to use the e brake to prevent a car crash. We took it into our mechanic who diagnosed a brake pump failure. It looks as though the 2020 equinox has recalls for brake issues but our vin number was not listed. This is very dangerous and could have caused a deadly or serious injury crash. We had no prior warning to this happening. The shop owner is fixing the issue and we are holding onto receipts if this becomes a recall available on our vehicle. Very unsafe and according to my research has happened to alot of GM owners.

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

March 1, 2025 **NHTSA ID NUMBER: 11645766**

Components: ELECTRICAL SYSTEM, SERVICE BRAKES, FORWARD COLLISION AVOIDANCE

NHTSA ID Number: 11645766

Incident Date February 27, 2025

Consumer Location TANEYTOWN, MD

Vehicle Identification Number 2GNAXKEV2L6****

Summary of Complaint

CRASH No

FIRE No

INJURIES 0

DEATHS 0

ABS and breaks exploded at 67k miles and at 78k miles car shut off in middle of the street with no warning. Electric issues confirmed by mechanic.

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

October 28, 2024 NHTSA ID NUMBER: 11622228

Components: SERVICE BRAKES

NHTSA ID Number: 11622228

Incident Date October 1, 2024

Consumer Location VERONA, PA

Vehicle Identification Number 2GNAXUEV9L6****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

The contact owns a 2020 Chevrolet Equinox. The contact stated while depressing the brake pedal, the brake pedal was hard while depressed, and the vehicle failed to immediately stop, causing the braking distance to become extended. During the failure the message "Brake Assist" was displayed. The vehicle was taken to the local mechanic who replaced the brake pads and brake rotors, but the failure persisted. The local dealer was notified of the failure. The manufacturer was not yet contacted. The failure mileage was 71,000.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

October 2, 2024 NHTSA ID NUMBER: 11617792

Components: UNKNOWN OR OTHER, SERVICE BRAKES

NHTSA ID Number: 11617792

Incident Date September 28, 2024

Consumer Location CHARLOTTE, NC

Vehicle Identification Number 3GNAXHEV1LS****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

I was driving my car approaching a four way intersection, to realize my brake pedal was not pressing down to the floor. This was 9/28/24. I have a 2020 Chevy Equinox. I put my car in the shop to only find out that vacuum pump has exploded and left metal inside the engine. Done some research with the repair shop and to my surprise, GM has had a lot of recalls with vehicles having this issue. Who ever the CEO is, I pray that you understand how deadly and serious this issue is. This could have ended badly for me and could have been tragic for my family. I can not afford to get the metal out of my engine. And to replace the vacuum pump alone was $700. In order for them to clean the engine would cost me an extra $1000. That's ridiculous for a car that I have only had almost 4 years and with maybe 10,000 miles when I purchased it. My voice will be heard. And I will keep advocating for people who are going through this! Our lives matter. This is very common in vehicles with 1.5 liter engines. I'm going to keep researching and hopefully GM will compensate me for this and the engine work.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

September 18, 2024 NHTSA ID NUMBER: 11615242

Components: SERVICE BRAKES, ENGINE

NHTSA ID Number: 11615242

Incident Date June 29, 2024

Consumer Location AXTELL, TX

Vehicle Identification Number 3GNAXKEV4LS****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

We were driving on the highway and just exited. My husband hit the brakes and the pedal was hard to push. He basically had to put all his weight on the pedal in order to slow down. Once we were able to stop completely, we got the 2020 Chevy Equinox looked at and we were told that the vacuum pump that is attached the the cam shift exploded and pieces were in the engine. This has caused approx. $3000 in damage that me and my husband can't afford. The vehicle is still at Classic Chevrolet in Grapevine. We are going to have to tow it back to my brothers until we can afford the payment to fix it.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

September 2, 2024 NHTSA ID NUMBER: 11612080

Components: SERVICE BRAKES, ENGINE, FORWARD COLLISION AVOIDANCE

NHTSA ID Number: 11612080

Incident Date August 31, 2024

Consumer Location Unknown

Vehicle Identification Number 3GNAXKEV4LS****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

I have 149,000 miles in this car. In my lifetime of being the one owner and purchasing this car brand new the vacuum pump has failed five times. Twice now resulting in blown engines. And still no recalls.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

June 20, 2024 NHTSA ID NUMBER: 11595476

Components: POWER TRAIN, SERVICE BRAKES, FUEL/PROPULSION SYSTEM

NHTSA ID Number: 11595476

Incident Date December 4, 2023

Consumer Location WEST, MS

Vehicle Identification Number 2GNAXHEV4L6****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

Power Train: I purchased a 2020 Chevrolet Equinox LS in January 2023. For the past 4 to 7 months the vehicle has completely lost power in traffic several times and I'm not talking about AutoStop and Start, the battery life was great, with no dead cells at all. The vehicle went dead, absolutely no power source inside or outside the Equinox, the SUV could not be placed in neutral to move it out of traffic, nor would the remote key work. The Equinox remained in this mode for approximately 20 minutes. During each incident, the vehicle displayed no warning signs or check engine symbol on the dashboard display before or after each episode. Fuel/Propulsion System: Upon placing unleaded fuel in the vehicle and starting up the ignition, the SUV would start vibrating, sputtering, jerking, and popping sounds. Also, while driving the vehicle upon acceleration at times it seems as if fuel isn't reaching the engine. Brakes: Service Brake Assist may illuminate randomly on the dashboard while on the interstate. These issues has placed and caused my family and I to be in great danger. This is my primary vehicle and I purchased this vehicle because I believed in the reliability of the GM Chevrolet Brand. Not an accident waiting to happen. Yes, the vehicle has been inspected, but please remember if NO CHECK ENGINE LIGHT is illuminating on the dashboard the issues can not be assessed properly!

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

June 19, 2024 **NHTSA ID NUMBER: 11595318**

Components: SERVICE BRAKES

NHTSA ID Number: 11595318

Incident Date June 3, 2024

Consumer Location BRADFORD, VT

Vehicle Identification Number 3GNAXGEV6LS****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

When first breaking on the exit ramp after a 2 hour ride on highway the rear breaks made a loud grinding sound & took longer to stop with 2 cars in front of mine. I put flashers on & pulled as far to side of road incase I was unable to stop at the bottom of the exit (down hill) to avoid collision with the 2 cars in front of me. Previously my vehicle shown no signs of any issues. There were no sounds coming from breaks, no issues slowing down or stopping, & no lights on dashboard to indicate an issue of any kind. I looked my Chevy Equinox up and saw that there was an isdue with the rear calipers and many had been reported and recalled. My VIN doesn't show my calipers have been recalled. However, the GM site states if there is an issue with the rear breaks/ calipers to report it and Chevy will repair the issue. Many Chevy Equinox owners have taken to the internet to report the same issue, there are also reports that only 166 were recalled. This is clearly a manufacturing error and not normal wear & tear. I bought my 2020 Equinox brand new in 2021, it was unsold in 2020. Please help myself & the other Chevy Equinox owners make Chevy take responsibility & fix this error before people are injured or killed because our breaks give out unexpectedly.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

May 29, 2024 NHTSA ID NUMBER: 11591327

Components: POWER TRAIN, SERVICE BRAKES

NHTSA ID Number: 11591327

Incident Date May 8, 2024

Consumer Location ROSCOE, IL

Vehicle Identification Number 2GNAXSEV9L6****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

I received a service brake module warning and then the vehicle became difficult to stop. I was not traveling at typical highway speeds at the time, but I was on the highway. After applying extensive pressure on the brake pedal to stop, the engine lost power and stalled. It was towed to a dealership and determined that vacuum booster pump experienced a catastrophic failure.

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

May 15, 2024 **NHTSA ID NUMBER: 11588816**

Components: SERVICE BRAKES

NHTSA ID Number: 11588816

Incident Date February 25, 2024

Consumer Location Unknown

Vehicle Identification Number 2GNAXUEV9L6****

Summary of Complaint

CRASH No

FIRE No

INJURIES 0

DEATHS 0

I was driving and the “service brake assist” light came on and I then the brake pedal became stiff and so hard to push! I was driving on the expressway and almost couldn’t stop my car. No warning at all. It happened as soon as the light came on.

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

May 2, 2024 NHTSA ID NUMBER: 11586607

Components: POWER TRAIN, SERVICE BRAKES, ENGINE

NHTSA ID Number: 11586607

Incident Date April 26, 2024

Consumer Location GRAYSVILLE, TN

Vehicle Identification Number 3GNAXHEVXLS****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

I was operating the vehicle when it suddenly shut off in traffic. I attempted to restart the vehicle and received a "reduced engine power" and "Service brake assist" message. The vehicle had a clunky noise and failed to restart. Upon inspection at the dealership, I was told that the vacuum pump inside the engine had exploded and sent metal components throughout the engine system. No previous issues or warnings were present prior to this failure. This is a safety issue as the vehicle gave no warning signs of issue and shut off in the flow of traffic with very little ability to brake or steer out of the way.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

March 14, 2024 NHTSA ID NUMBER: 11577322

Components: PARKING BRAKE, SERVICE BRAKES

NHTSA ID Number: 11577322

Incident Date February 29, 2024

Consumer Location LANCASTER, NY

Vehicle Identification Number 2GNAXUEV6L6****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

The contact owns a 2020 Chevrolet Equinox. The contact stated that the vehicle was designed with two electric parking brakes. The contact stated that while driving at various speeds, the electric parking brake engaged independently. The vehicle was taken to an independent mechanic, where it was diagnosed that the rear brake calipers were defective and needed to be replaced. The vehicle was not repaired. The contact stated while driving 45 MPH on a slippery road, the electric parking brake engaged inadvertently, causing the rear wheels to lock, and the vehicle spun. The contact stated that he was able to regain control of the vehicle and drove to the residence at slow speeds. The contact stated that the failure had been recurring increasingly while driving. The contact stated that while investigating the failure online, he learned that it was a common failure that occurred because the electric parking brake was not fully retracted. The dealer was not notified of the failure. The vehicle was not diagnosed or repaired. The manufacturer was notified of the failure and a case was opened. The failure mileage was approximately 30,000.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

March 4, 2024 NHTSA ID NUMBER: 11575266

Components: SERVICE BRAKES

NHTSA ID Number: 11575266

Incident Date March 1, 2024

Consumer Location DUNDALK, MD

Vehicle Identification Number 2GNAXUEV5L6****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

In June of 2023 the brake booster vacuum pump failed, I took it to my regular repair shop and paid for it to be repaired. March 1, 2024 I was driving out of town and again the brakes failed, took it to Weimar Chevrolet in Cumberland MD to once again after less than 10,000 miles to be repaired again. Thankfully the dealership coordinated with the original repair shop and was able to do the repair this time at not cost to me (except I had to pay for a rental for 4 days)

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

February 26, 2024 NHTSA ID NUMBER: 11573946

Components: SERVICE BRAKES

NHTSA ID Number: 11573946

Incident Date February 24, 2024

Consumer Location Unknown

Vehicle Identification Number 3GNAXPEX2LS****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

Hit my brakes and had nothing but a hard pedal NO BRAKES AT ALL! This almost caused a major accident being speed limit is 70 and I could not stop the car. There was no warning light until I shut it off and turned it back on then lights blinked and said brake assist failure then the warning disappeared once again. This is very scary and I cannot believe there were other reports and nothing has been recalled.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

February 22, 2024 NHTSA ID NUMBER: 11573501

Components: SERVICE BRAKES

NHTSA ID Number: 11573501

Incident Date February 20, 2024

Consumer Location BADEN, PA

Vehicle Identification Number 3GNAXSEV9LS****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

Brake control lost with no warning. Friend whom bought same car 2 days after me experienced same scenario around October 2023. I just dropped off my kid and I was coming off the highway! I could have killed others and if happened 20 mins prior my children! I'm a single mom and my kids only have me. There's no way this is coincidence on the same make, model, year! There has to be a faulty brake system that needs addressed before people do die!! I've been without my car for 3 days now and no one has answers!

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

February 20, 2024 NHTSA ID NUMBER: 11572964

Components: UNKNOWN OR OTHER, SERVICE BRAKES

NHTSA ID Number: 11572964

Incident Date February 10, 2024

Consumer Location WYANDOTTE, MI

Vehicle Identification Number 2GNAXJEV4L6****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

The brake system failed without any indication it would do so. The dealership acknowledged the car brake pedal was not able to be moved when attempting to stop the vehicle and the vehicle did not stop by use of the brakes. The Equinox is no longer in my possession and was bought by Dick Genthe Chevrolet. The safety of myself, my 11

year old daughter and the drivers around me were put at risk due to the brakes locking up with no prior notice or indication this would happen. The brakes locked up as I was exiting the expressway and I had to turn the car on a side street and let it coast in order for it to stop. GM and Dick Genthe Chevrolet take no accountability for the incident and instead told me that the car worked well the first four years at least. In January 2024 the check engine light came on and I had it checked in the service department by the manager and the P code that came back was a sensor issue and the service manager said that it was nothing serious and the car was safe and the check engine light would likely go off on its own in two days or so. After the brakes had already failed, a "service brakes" warning message showed in the display and the check engine light came on.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

January 27, 2024 **NHTSA ID NUMBER: 11568189**

Components: SERVICE BRAKES, ENGINE

NHTSA ID Number: 11568189

Incident Date December 29, 2023

Consumer Location ANDERSON, IN

Vehicle Identification Number 3GNAXKEV8LL****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

Experienced brake issues in March of 2022, brake pedal became extremely stiff and difficult to use. Bulletin showed an issue with vacuum brake pump and that was replaced with the exact same faulty part. On 12/28/2023 my engine blew in the middle of the road, leaving myself and my children stranded as I could not shift the vehicle out of neutral for quite sometime. The faulty vacuum brake pump caused the cam to break off the shaft- resulting in debris inside the engine.

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

December 28, 2023 **NHTSA ID NUMBER: 11562463**

Components: ELECTRICAL SYSTEM, SERVICE BRAKES

NHTSA ID Number: 11562463

Incident Date November 24, 2023

Consumer Location CIBOLO, TX

Vehicle Identification Number 3GNAXHEV1LS****

Summary of Complaint

CRASH No

FIRE No

INJURIES 0

DEATHS 0

During the month of November while driving on Interstate 35 inTexas I attempted to administer my braking system during slowed traffic and they did not respond. The brake pedal became completely stiff and I had to apply incredible pressure to get the vehicle to slow down until I turned on my hazards and rolled to a stop on the shoulder. I did not have any alerts or warnings until I powered the vehicle off and powered back on to find my engine light on and the service brake assist alert on as well. I had it towed for service to which they replaced the vacuum pump, brake booster pressure sensor and brake fluid. Everything seemed to be working fine however a month later the same exact issue occurred. I took it in to the same place for service and had a brake inspection done and was told everything looked good and they were not sure what was wrong other than the ecm and ebcm were now reading codes. The issue is that this is intermittent with no warning and has been incredibly difficult to pinpoint the exact issue. This has also been incredibly pricey trying to chase an issue that appears one day and clears itself the next and lastly this has been terrifyingly frustrating as I do not know if i will have valid brake control or not on each ride. This issue could be life or death and was traumatizing as I had my son and mother in the car with me during the first event.

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

https://www.nhtsa.gov/?nhtsaId=11562463

December 19, 2023 **NHTSA ID NUMBER: 11560882**

Components: SERVICE BRAKES, ENGINE

NHTSA ID Number: 11560882

Incident Date November 27, 2023

Consumer Location Unknown

Vehicle Identification Number 3GNAXJEV3LS****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

I was traveling the interstate I90/94 , merged to the exit ramp and found the brake pedal hard and unable to push to brake. I had to slide the car into neutral and use two feet on the brake pedal to slow down enough to make the corner at the end of the off ramp. All due to a faulty vacuum pump. The debris from the exploded vacuum pump were sent through the engine. And after having the car fixed it now uses about a quart of oil every 500 miles. Engine is shot! Seriously bad engineering design that will kill someone if it hasn't already. I am 5'11" and weigh 190 lbs. I estimate it took around 200-250 lbs of force to push the pedal to even start to slow. If I hadn't had over 40 years of driving experience, this would have ended in a catastrophic incident.

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

November 12, 2023 NHTSA ID NUMBER: 11554759

Components: SERVICE BRAKES

NHTSA ID Number: 11554759

Incident Date November 11, 2023

Consumer Location CONROE, TX

Vehicle Identification Number 2GNAXKEV1L6****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

Faulty Brake Booster Vacuum code on after 60,000 miles

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

October 31, 2023 NHTSA ID NUMBER: 11552811

Components: SERVICE BRAKES

NHTSA ID Number: 11552811

Incident Date October 8, 2023

Consumer Location WEBSTER, MA

Vehicle Identification Number 3GNAXXEV3LS****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

2020 Chevy equinox vacuum pump. Impossible to get the part, safety hazard, no accident yet, takes 2 feet to hold peddle down. No Chevy dealer will help me, i need to go to work.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

October 27, 2023 **NHTSA ID NUMBER: 11552335**

Components: SERVICE BRAKES

NHTSA ID Number: 11552335

Incident Date October 12, 2023

Consumer Location SAINT JOSEPH, MO

Vehicle Identification Number 2GNAXUEV1L6****

Summary of Complaint

CRASH No

FIRE No

INJURIES 0

DEATHS 0

Attempted to start braking while in high traffic. Brake assist came on and prevented the car from braking properly, almost causing a crash on the highway with the car in front. The brakes had to pressed extremely hard and the e brake had to be engaged in order to stop. Since then the brake assist has not turned off and the vehicle is not safe to drive.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2020

November 28, 2022 **NHTSA ID NUMBER: 11495225**

Components: POWER TRAIN, SERVICE BRAKES, ENGINE

NHTSA ID Number: 11495225

Incident Date November 21, 2022

Consumer Location Unknown

Vehicle Identification Number 3GNAXHEV5MS****

Summary of Complaint

CRASH No

FIRE No

INJURIES0

DEATHS0

2021 Chevy equinox vacuum pump failed causing the breaking to become impossible to use while operating.

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
CHEVROLET	EQUINOX	2021

August 22, 2022 NHTSA ID NUMBER: 11480509

Components: SERVICE BRAKES

NHTSA ID Number: 11480509

Incident Date August 13, 2022

Consumer Location ARGOS, IN

Vehicle Identification Number 3GKALTEV6KL****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

After driving down around 40 miles, the brakes failed when pulling into a parking spot. There was no indication that the brakes were having issues. No sounds or vibrations were felt. I stopped at a stoplight before turning into the parking lot. Then when attempting to spot in a parking spot, the brakes were very difficult to press. Luckily there was not a vehicle or person in front of me. Had the vehicle taken to a dealer and was told it was the vacuum booster that failed. Upon researching, this has been an issue in past GMC models, but I was told there was no current recall for the vehicle. The vacuum booster was replaced for $540 and I drove the vehicle home. The vehicle showed no issues for the first day. On the second day, I went to pull into a parking spot at a park and the same issue with the brakes occurred. I nearly struck a child that was walking in front of the parking spot. Luckily I was able to slam the pedal to the floor and come to a stop. Took the vehicle to the mechanic and was told the same part had

broke. That part has been fixed again and has been fine for 2 days so far. I'm scared that it will happen again and I will not be able to stop in time before I hurt someone else or my family. This needs to be addressed. And I believe I am owed compensation from the manufacturer.

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
GMC	TERRAIN	2019

August 26, 2022 **NHTSA ID NUMBER: 11481312**

Components: SERVICE BRAKES

NHTSA ID Number: 11481312

Incident Date July 31, 2022

Consumer Location HAMMOND, IN

Vehicle Identification Number 3GKALPEVXKL****

Summary of Complaint

CRASH No

FIRE No

INJURIES 0

DEATHS 0

We were in the driveway thru lane at a fast food restaurant and all of a sudden the car shut off and the brakes got hard to push in. The car was able to be started at this time but the engine wasn't working well. We were able to make it home, slowly and carefully. We had the vehicle towed to a Mechanic and this is what was told to us: Possible increased brake pedal effort due to mechanical engine vacuum pump failure. We had it sent to David's Auto Service 219-861-0666. This could've been a very dangerous accident if we were driving on the expressway or on a regular street going the normal speed limit. Thankfully we were in a drive thru lane.

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
GMC	TERRAIN	2019

September 27, 2022 NHTSA ID NUMBER: 11486817

Components: SERVICE BRAKES, ENGINE

NHTSA ID Number: 11486817

Incident Date September 9, 2022

Consumer Location Unknown

Vehicle Identification Number 3GKALMEV8KL****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

I was exiting off the interstate and all of a sudden my brakes got hard and wouldn't let me stop. I tanned thru a red light barley missing another vehicle. The dealership says my vaccines pump went out and caused it to strip my valve cover gasket to shreds and now has stripped the gears in the camshaft.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
GMC	TERRAIN	2019

September 27, 2022 NHTSA ID NUMBER: 11486812

Components: SERVICE BRAKES

NHTSA ID Number: 11486812

Incident Date June 8, 2022

Consumer Location NEW TOWN, ND

Vehicle Identification Number 3GKALVEX5KL****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

my vacuum booster pump for my brakes keeps needing to be replaced. i had to get it replaced twice now & every single time that it stopped working i was driving on the highway at 65 mph and my brakes just suddenly wouldn't work and we're very hard to push down. this has happened twice now

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
GMC	TERRAIN	2019

NOVEMBER 9, 2022NHTSA CAMPAIGN NUMBER: 11492899

Components: SERVICE BRAKES, ENGINE

NHTSA ID Number: 11492899

Incident Date: October 27, 2022

Consumer Location: BABSON PARK, FL

Vehicle Identification Number: 3GKALMEV8KL******

Summary of Complaint

Crash:NoFire:NoInjuries:0Deaths:0

Brakes failed on my car while driving and ran through 4 way stop. Took car to dealership and was told the vacuum pump seized up and sheared off. Asked the dealership what caused the problem and all they could say was normal wear and tear of the vehicle. Dealership called and said it was going to cost $900 dollars to fix the problem. I asked what that included and they said a new vacuum pump and to clean the motor out. Picked the car up on Monday and by Tuesday evening car would not run. Took it back to the dealership and am now told I need a new cam shaft which cost another $2400 to fix.

This is a serious safety concern as I had no warning or received no notification that the brakes had failed just went to stop and could not. How long is GMC going to let this issue go before being addressed. How many people have to die first before they recall them as the have already recalled the bigger models of gmc, Chevrolet, Cadillac and Buick for the same reason? I don't know how people are suppose to afford to fix an almost brand new vehicle that they are still making payments on.. Something should be done ASAP...
1 Associated Product

Vehicle

MAKE	MODEL	YEAR
GMC	TERRAIN	2019

May 10, 2023 **NHTSA ID NUMBER: 11521311**

Components: SERVICE BRAKES, ENGINE

NHTSA ID Number: 11521311

Incident Date April 28, 2023

Consumer Location WARREN, MI

Vehicle Identification Number 3GKALTEV2LL****

Summary of Complaint

CRASH No

FIRE No

INJURIES 0

DEATHS 0

I was driving down The expressway. The traffic in front of me came to a stop. When I went to apply the brakes I had no breaks. The pedal was as hard as A rock So when I realized I couldn't stop I swerved over into the breakdown lane. And continue to pass cars at a high rate of speed until I got the car to stop. There were no check engine lights on Then I had the car towed to the Dealership Where they tell me is a break vacuum pump. That has damaged The Cam shaft. Pistons and rods in the engine. Totaling

$7200. In damage. No one seems to care and I still owe 20000 on the car. Car has 71000 miles on it.

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
GMC	TERRAIN	2020

May 21, 2025 **NHTSA ID NUMBER: 11662442**

Components: SERVICE BRAKES, ENGINE

NHTSA ID Number: 11662442

Incident Date May 21, 2025

Consumer Location JACKSON, MS

Vehicle Identification Number N/A

Summary of Complaint

CRASH No

FIRE No

INJURIES 0

DEATHS 0

The contact owns a 2017 Buick Envision. The contact stated that while driving at an undisclosed speed, the brake pedal seized. There was no warning light illuminated. The contact forcefully depressed the brake pedal to stop the vehicle. The contact stated that upon restarting the vehicle, the message "Service Brake Assist" was displayed, and the check engine warning light was illuminated. The vehicle was taken to the dealer, where it was diagnosed that the brake vacuum pump and the exhaust camshaft had failed and needed to be replaced. The vehicle was not repaired. The manufacturer was not made aware of the failure. The failure mileage was approximately 96,000. The VIN was not available.

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
BUICK	ENVISION	2017

August 29, 2022 NHTSA ID NUMBER: 11481677

Components: SERVICE BRAKES

NHTSA ID Number: 11481677

Incident Date August 20, 2022

Consumer Location SALEM, OR

Vehicle Identification Number LRBFX3SX8JD****

Summary of Complaint

CRASH**No**

FIRE**No**

INJURIES**0**

DEATHS**0**

While driving my vehicle at 55mph on a country road, I went to brake, and then realized that I had no brakes. I had to coast to a near stop and put everything I had into pushing the little bit of brake pedal clearance left to the floor to come to a complete stop. I had NO warning signs or dash lights before this happened. Once I turned my car off and then back on, the service brake assist light came on, followed by the engine light. Had any cars been in front of me to stop, I surely would not have been able to stop with what little brakes I had left. My brake assist vacuum pump was removed, and inside there were many pieces of the part in there. This part is available for inspection. Again, had this happened in traffic or with anybody stopped in front of me, this would have had a completely different outcome. I had to have my vehicle towed 70 miles for repair. When the part was removed, there were no visible signs of any of the seals leaking.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
BUICK	ENVISION	2018

2. Technical Service Bulletins

62. Technical Service Bulletins are GM's primary mechanism for communicating known issues and repair procedures to its dealer network. Since 2017, GM has issued a litany of Technical Service Bulletins, Preliminary Information Bulletins, and Service Updates addressing the Brake Vacuum Pump Defect. Each failed to address the full scope of the vehicles affected by the problem, ignored the safety implications, and collectively reveal a pattern of concealment in which GM consistently characterized actual mechanical failures as sensor errors or software anomalies while Class Vehicle owners experienced the dangerous consequences of those failures.

63. On March 29, 2017, GM issued Service Update 17146 to its dealer network, noting that the power brake booster vacuum pipe in 2018 Chevrolet Equinox vehicles equipped with 2.0L turbocharged engines was "improperly routed" and could "abrade against steel brake lines over time."[12] Service Update 17146 instructed dealers that affected vehicles "must be held and not delivered to customers, dealer-traded, released to auction, used for demonstration, or any other purpose." Despite issuing a stop delivery order acknowledging a safety-critical

[12] Exhibit 2, General Motors, Service Update No. 17146, Vacuum Pipe Routed Under Brake Lines (Mar. 2017).

defect in the brake vacuum system, GM did not issue a safety recall or notify consumers of the issue.

63. In January 2018, GM issued Preliminary Information Bulletin PIT5607, which acknowledged the widespread scope of the brake vacuum system problems across all 2018 Chevrolet Equinox and GMC Terrain vehicles regardless of engine type.[13] PIT5607 documented Diagnostic Trouble Code P050F indicating "Brake Booster Weak Vacuum" and carried the designation "Product Investigation Review Required," indicating that GM's quality engineering team had flagged this as a potentially widespread issue requiring centralized tracking.

64. On February 28, 2018, GM issued Technical Service Bulletin 18-NA-065, which addressed physical defects in the brake booster itself. TSB 18-NA-065 acknowledged that customers were reporting "a clunk type noise during initial application of the brake pedal" and attributed the symptom to "clearance between the booster rod ball end and crimp pocket inside the brake booster." Unlike earlier bulletins, TSB 18-NA-065 instructed dealers to replace the brake booster assembly components on vehicles with part numbers in the affected range. Still, GM did not inform Class Vehicle owners of the vacuum pressure loss it had identified.

65. In June 2018, GM issued Preliminary Information Bulletin PIT5619,

[13] Exhibit 3, General Motors, Technical Service Bulletin No. 18-NA-065, *Clunk Noise When Applying Brakes* (Feb. 28, 2018).

which acknowledged that GM was receiving complaints reporting "spongy or soft brake pedal feel," "hissing type noise during brake application," and "brake pedal that could be 'pushed to the floor.'"[14] These symptoms are consistent with actual vacuum pressure loss in the brake booster system and the resulting loss of power brake assist. Despite acknowledging these severe and dangerous symptoms, GM instructed dealers NOT to replace parts, stating only that "Engineering is investigating this concern." By this point, GM had been "investigating" the Brake Vacuum Pump Defect for approximately fifteen months while continuing to sell vehicles with defective brake systems to Class Vehicle owners who had no knowledge of the ongoing investigation.

66. In October 2018, GM issued Bulletin 18-NA-300, which acknowledged that the brake vacuum system problems affected 2018-2019 Chevrolet Equinox and GMC Terrain but attempted to minimize the problem by characterizing the persistent P050F diagnostic trouble codes —which reflects Brake Booster Weak Vacuum—as merely "a software anomaly" rather than an indicator of actual vacuum loss.[15]

67. GM revised Bulletin 18-NA-300 multiple times between October 2018

[14] Exhibit 4, General Motors, *Preliminary Information No. PIT5619, Soft, Spongy Brake Pedal With or Without a Hiss Type Noise, or Brake Pedal Goes to the Floor* (June 21, 2018).
[15] Exhibit 5, General Motors, *Preliminary Information No. PIT5607, Service Engine Soon MIL on P050F Stored* (Jan. 23, 2018).

and November 2019, each time maintaining its characterization of the P050F diagnostic trouble code as "a software anomaly." Notably, in Version 4, issued in November 2019, GM expanded the bulletin's vehicle coverage to include the 2018-2019 Buick Envision.

68. Even under GM's "software anomaly" theory, Bulletin 18-NA-300 required technicians to first perform vacuum leak testing before any software recalibration, a requirement inconsistent with a purely software-related problem. Moreover, while GM characterized the problem as a software anomaly, Class Vehicle owners were experiencing catastrophic mechanical failure, reporting vacuum pumps that "exploded," "disintegrated," and "shattered," sending metal debris into engines and causing loss of braking power.[16]

[16] *See, e.g.*, Exhibit 1 at 90-91, NHTSA ID No. 11302206 (Jan. 27, 2020) (2018 Chevrolet Equinox) ("my brakes felt like a brick when I tried to push them"; "the vacuum pump goes out, and then the gear running it breaks, and then the metal from that gear got sucked up into my engine"); *id.* at 84-85, NHTSA ID No. 11354409 (Sept. 11, 2020) (2018 Chevrolet Equinox) ("brakes were extremely hard (like pushing on a brick)"; "vacuum pump . . . it was defective and that it disintegrated"); *id.* at 86, NHTSA ID No. 11353812 (Sept. 8, 2020) (2018 Chevrolet Equinox) ("when the vacuum pump failed, it broke a gear causing metal pieces to be sucked in the engine"); *id.* at 80-81, NHTSA ID No. 11387747 (Jan. 12, 2021) (2018 Chevrolet Equinox) ("vacuum pump failed, the gear inside broke apart and the pieces have been taken into the engine"); *id.* at 316, NHTSA ID No. 11406327 (Apr. 4, 2021) (2017 Buick Envision) ("it was hard as a rock barely made it into the shoulder"); *id.* at 77, NHTSA ID No. 11418276 (May 24, 2021) (2018 Chevrolet Equinox) ("it was as hard as a rock"); *id.* at 76, NHTSA ID No. 11418610 (May 26, 2021) (2018 Chevrolet Equinox) ("internal failure of the vacuum pump. Have had the Vacuum pump fail 2 times since I got it and now it just occurred for the 3rd time").

69. On June 11, 2021, more than four years after the initial stop delivery order, GM issued Bulletin 21-NA-107.[17] Rather than address the underlying vacuum loss causing pump overwork and failure, GM's fix targeted the warning system. GM acknowledged that the original vacuum sensors were "not robust against in-rush variation" during START/STOP events and instructed dealers to replace sensors with components "specifically engineered to handle START/STOP technology current variations." GM's fix ensured that the sensors would no longer flag the vacuum deficiency. It did nothing to correct the Defect resulting in vacuum pressure loss, the elevated pump duty cycles, or the resulting accelerated wear and catastrophic pump failures.

70. The continued flood of NHTSA complaints after June 2021 confirms that GM's sensor replacement did not fix the underlying Defect. Class vehicle owners and lessees filed more than 170 NHTSA complaints after the June 2021 bulletin, documenting the same catastrophic failures consumers had been experiencing for years. Consumers continued to report vacuum pumps that seized and exploded, brake pedals that became impossible to depress, metal debris destroying engines, and dangerous loss of braking power at highway speeds.

71. Faced with mounting evidence of a systemic defect, GM prioritized

[17] Exhibit 6, General Motors, Technical Service Bulletin No. 21-NA-107, *Service Engine Soon Lamp Illuminated and/or Service Brake Assist Message Displayed, with DTC P0557 Stored* (June 11, 2021).

reducing warranty expenditures over implementing an effective remedy. Each of GM's responses to the Brake Vacuum Pump Defect targeted symptoms rather than the root cause, and each response was significantly less expensive than a comprehensive repair. Characterizing the problem as a "software anomaly" allowed GM to address complaints through software recalibrations rather than replacing defective hardware. Blaming sensor robustness allowed GM to swap out inexpensive sensors rather than repair or replace the vacuum pump, brake booster, or related mechanical components that were failing. These software updates and sensor replacements cost a fraction of what it would have cost GM to replace the vacuum pumps and brake booster assemblies that were experiencing catastrophic failures. GM's pattern of issuing narrow, incremental bulletins, first blaming improper pipe routing, then brake booster clearance issues, then "software anomalies," and finally sensor robustness, is consistent with a strategy of minimizing repair costs rather than addressing the fundamental defect in the brake vacuum system.

72. Despite more than four years of documented complaints, stop delivery orders, and internal investigations, GM has not issued a safety recall, has offered free repairs to all affected vehicle owners, and has left Plaintiffs and the putative class members to discover the Defect on their own, often through dangerous brake failures, and to pay for expensive repairs out of pocket.

3. GM's Monitoring of Complaints Made on Social Media and Online Forums

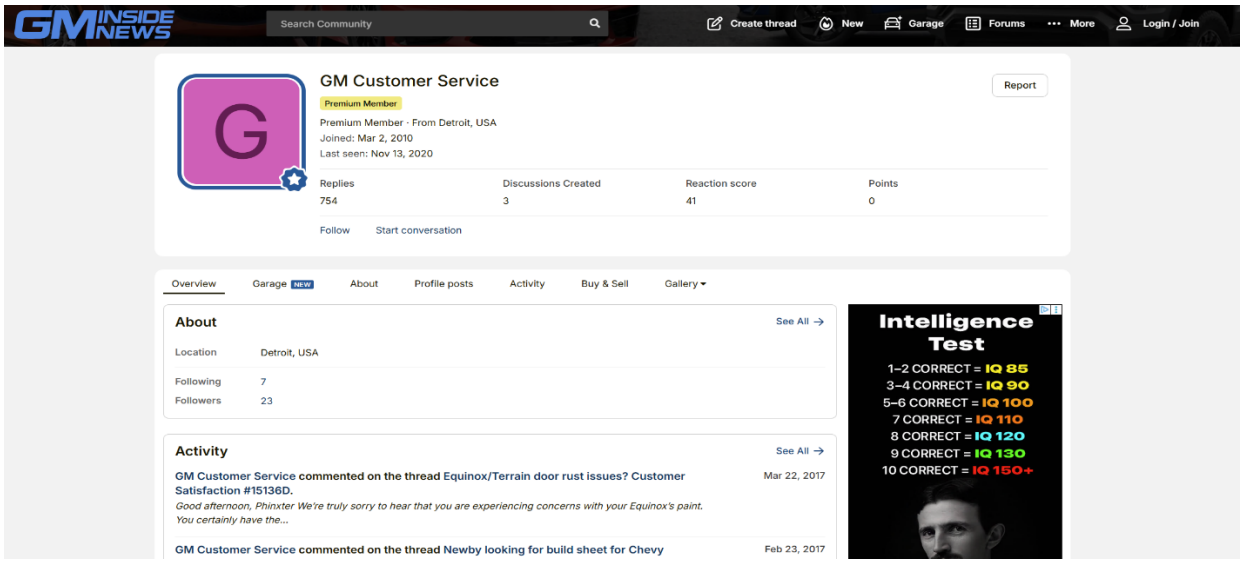
73. GM also had knowledge of the Brake Vacuum Pump Defect through its extensive social media monitoring program, which was specifically designed to identify and respond to consumer complaints about GM vehicles on online platforms.

74. Beginning in 2009, GM assembled a task force to monitor social media for customer feedback, and by 2012, GM had established a dedicated Customer and Relationship Service ("CARS") group responsible for scanning social media platforms and automotive enthusiast forums for consumer complaints.[18] As part of this program, GM employed a team of customer service representatives who monitored over one hundred independent automotive forums, as well as Facebook and Twitter, seven days a week. To facilitate these efforts, GM established a command center at its Detroit headquarters featuring a wall of monitors displaying real-time social media feeds, and the company's social media team responded to between 5,000 and 7,000 customer posts per month.

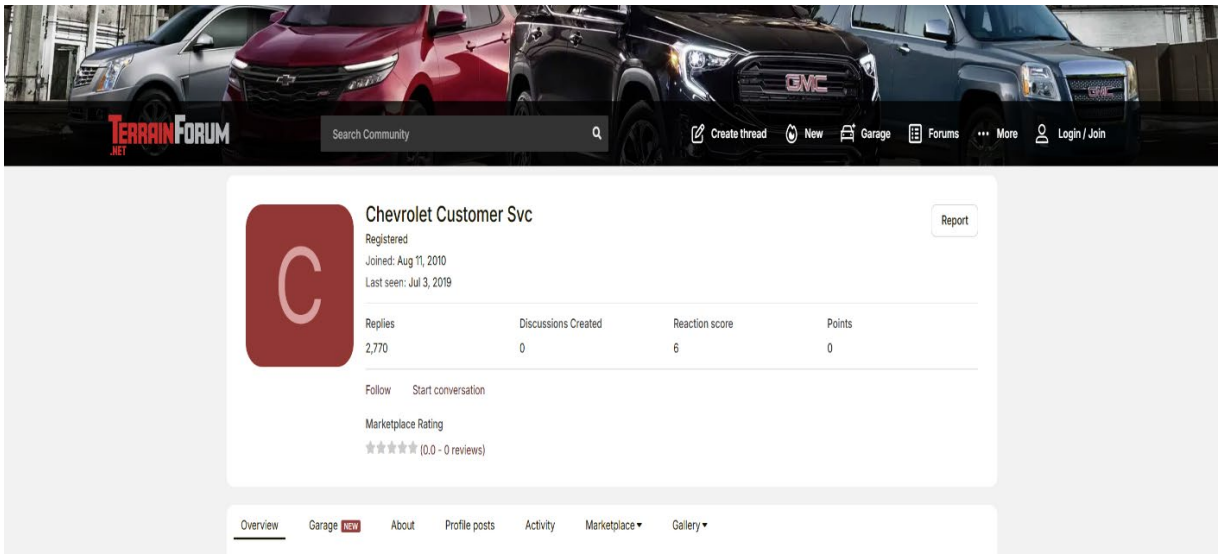
75. GM has also maintained official customer service profiles on automotive enthusiast forums dedicated to the Chevrolet Equinox and GMC

[18] Exhibit 7, David Barkholz, *GM's social media team helps resolve complaints, keep customers*, AUTOMOTIVE NEWS (Oct. 21, 2013), https://www.autonews.com/article/20131021/OEM06/310219873/gm-s-social-media-team-helps-resolve-complaints-keep-customers/ (last visited Feb. 9, 2026).

Terrain, including TerrainForum.net and GM Inside News Forum. For example, GM has maintained a profile under the username "Chevrolet Customer Svc" on TerrainForum.net and a profile under the username "GM Customer Service" on GM Inside News Forum, through which GM representatives actively monitored and responded to consumer complaints about Equinox and Terrain vehicles.[19]



[19] *See* Exhibit 8, Chevrolet Customer Service Profile Page, TERRAINFORUM.NET, https://www.terrainforum.net/members/chevrolet-customer-svc.1080/ (last visited Feb. 9, 2026); *see also* Exhibit 9, GM Customer Service Profile Page, GM INSIDE NEWS FORUM, https://www.gminsidenews.com/members/gm-customer-service.49047/ (last visited Feb. 9, 2026).



76. For years, Class Vehicle owners and lessees have complained about the Vacuum Pump Defect on the very social media platforms and automotive enthusiast forums that GM actively monitors. For example, on TerrainForum.net, consumers have created multiple threads documenting vacuum pump failures in the Class Vehicles, including threads titled "*18'-22' vacuum pump failure*" and "*Another vacuum pump failure*," which contain numerous posts describing sudden brake failure, hard brake pedals, and catastrophic engine damage resulting from vacuum pump failures.[20]

77. Despite the fact that consumers were reporting the Vacuum Pump Defect on the very platforms GM was actively monitoring, GM failed to disclose

[20] *See, e.g.*, Exhibit 10, *18'-22' Vacuum Pump Failure*, TERRAINFORUM.NET, https://www.terrainforum.net/threads/18-22-vacuum-pump-failure.33295/ (last visited Feb. 9, 2026); Exhibit 11, *Another Vacuum Pump Failure*, TERRAINFORUM.NET, https://www.terrainforum.net/threads/another-vacuum-pump-failure.33703/ (last visited Feb. 9, 2026).

the Defect to Class Vehicle owners and lessee and take adequate steps to remedy the problem.

4. Elevated Warranty Claims and Service Parts Demand

78. GM also knew about the Brake Vacuum Pump Defect prior to Plaintiffs' and the putative Class members purchases and leases of their Class Vehicles because it regularly interacts with authorized service technicians to identify potentially widespread vehicle problems and assist in diagnosing vehicle issues. From these interactions, GM collects and analyzes field data including, but not limited to:

a. Repair requests made at dealerships and service centers;

b. Technical reports prepared by engineers who have reviewed vehicles for which warranty coverage is requested;

c. Parts sales reports showing demand for specific replacement components; and

d. Warranty claims data indicating the frequency and nature of repairs performed under warranty.

79. GM's warranty department reviews and analyzes warranty data submitted by its dealerships and authorized technicians to identify defect trends in its vehicles. GM dictates that when a repair is made under warranty (or warranty coverage is requested), service centers must provide GM with detailed

documentation describing the customer complaint, the diagnosed cause, and the correction performed. GM also requires service centers to retain replaced parts in case GM audits the dealership or otherwise acts to verify warranty repairs.

80. Service centers are meticulous about providing detailed information regarding warranty repairs because GM withholds payment for warranty claims if the complaint, cause, and correction are not sufficiently described. This system ensures that GM receives comprehensive data about warranty repairs across its entire dealer network.

81. As a matter of standard corporate practice, GM's quality engineers conduct regular warranty reviews. When quality engineers identify an uptick in warranty claims or customer complaints in a particular area, that information is communicated to the relevant engineering teams responsible for those vehicle systems.

82. When GM's warranty monitoring reveals an uptick in claims for a particular component or system, GM's standard practice is to form cross-functional investigation teams to determine the root cause. These teams typically include the chief engineer or design system manager for the affected component, engineers responsible for specific subsystems, quality engineers, warranty analysis engineers, and development engineers. These teams meet regularly during active

investigations and are tasked with identifying the root cause of the warranty uptick and developing corrective actions.

83. As part of these investigations, GM's standard practice includes: (a) obtaining vehicles or components from the field that exhibit the complained-of condition; (b) testing those components; (c) tearing down and inspecting components to identify wear patterns, failures, or design issues; (d) comparing failed examples against baseline components that do not exhibit the problem; and (e) documenting findings in internal reports that are reviewed by engineering management.

84. Upon information and belief, the brake booster assembly service parts for the Class Vehicles—including the brake vacuum pump—have experienced elevated demand and, at times, have been on backorder or difficult for dealerships to obtain. When service parts for a particular repair are in high demand or backorder, it indicates that a significant number of vehicles require that repair. GM monitors parts demand as part of its quality control and supply chain management processes.

5. Pre-Production Design Validation and Testing

85. Upon information and belief, GM's pre-production testing of the Class Vehicles revealed the Brake Vacuum Pump Defect before the vehicles were released for sale. GM's standard vehicle development process includes extensive

design validation and durability testing of the brake system for the Class Vehicles, including but not limited to accelerated life cycle testing (also referred to as "key life testing") of the brake vacuum pump and booster assembly.

86. GM's accelerated life cycle testing subjects vehicle components to thousands of duty cycles under controlled conditions specifically to identify wear patterns and failure modes. The Brake Vacuum Pump Defect, or readily identifiable signs of the problem, would have been revealed during such testing.

87. The rapid onset of field failures following the Class Vehicles' 2017 release confirms that the Brake Vacuum Pump Defect was present and discoverable at the time of production. Indeed, GM issued a stop delivery order acknowledging a safety-critical defect in the brake vacuum system in March 2017, within months of the 2018 model year launch. Identifying a brake vacuum system defect serious enough to warrant a stop delivery order so quickly after production began is inconsistent with a defect that emerged only through field experience and instead reflects a problem that existed from the outset and was known to GM before the Class Vehicles reached Plaintiffs and consumers.

E. GM's Transition to Electro-Hydraulic Brakes

88. In 2018, GM began deploying an electro-hydraulic braking system

known as "e-Boost" in its vehicles, starting with the 2019 Cadillac XT4.[21] This system eliminates the vacuum pump, master cylinder, and vacuum hoses entirely. In their place, GM's e-Boost system uses a 13-pound, one-piece control module that "interprets and converts driver brake pedal input and provides a corresponding hydraulic pressure output to activate a standard brake system," incorporating electronic stability control, traction control, and an electric motor to push hydraulic fluid to the brakes.

89. GM subsequently expanded deployment of the e-Boost system to additional vehicle lines built on shared platforms. When GM redesigned the Buick Envision for the 2021 model year on the same E2 platform as the XT4, the vehicle transitioned from the vacuum-assisted braking system used in the 2016-2020 first-generation Envision to the eBoost system used in the Cadillac XT4.[22]

[21]Exhibit 12, Alex Luft, *2019 XT4 Is First Cadillac Ever to Use Electro-Hydraulic Braking Assist*, GM AUTHORITY (July 2018), https://gmauthority.com/blog/2018/07/2019-xt4-is-first-cadillac-ever-to-use-electro-hydraulic-braking-assist/ (last visited Feb. 9, 2026); Exhibit 13 Sam McEachern, 2023 Chevy Equinox to Get E-Boost Braking System, GM AUTHORITY (June 2022), https://gmauthority.com/blog/2022/06/2023-chevy-equinox-to-get-e-boost-braking-system/ (last visited Feb. 9, 2026).

[22] Exhibit 14, Alex Luft, *2021 Buick Envision Suspension Configuration Uncovered: Exclusive*, GM Authority (July 8, 2020), https://gmauthority.com/blog/2020/07/2021-buick-envision-suspension-configuration-uncovered-exclusive/ (last visited Feb. 9, 2026).

90. In mid-2022, GM announced that the 2023 model year Chevrolet Equinox and GMC Terrain would likewise transition to the e-Boost braking system.[23]

91. Upon information and belief, GM's progressive transition to the e-Boost braking system was prompted, at least in part, by the Brake Vacuum Pump Defect that had plagued the Class Vehicles since at least 2017. Rather than recall the Class Vehicles or disclose the Defect to consumers, GM quietly redesigned the braking system for successive model years while leaving existing Class Vehicle owners to contend with dangerous and expensive brake failures.

F. GM's Sale of Certified Pre-Owned Vehicles

92. In addition to new vehicle sales, GM sells Certified Pre-Owned ("CPO") vehicles. GM's CPO program involves inspection and reconditioning of used GM vehicles that meet certain criteria, followed by sale with GM-backed warranties. GM actively markets its CPO program by contrasting CPO vehicles against "basic used" vehicles in a "head-to-head" comparison, promising consumers

[23] Exhibit 15, Sam McEachern, *2023 GMC Terrain to Get E-Boost Braking System*, GM AUTHORITY (June 2022), https://gmauthority.com/blog/2022/06/2023-gmc-terrain-to-get-e-boost-braking-system (last visited Feb. 9, 2026); Exhibit13, Sam McEachern, *2023 Chevy Equinox to Get E-Boost Braking System*, GM AUTHORITY (June 2022), https://gmauthority.com/blog/2022/06/2023-chevy-equinox-to-get-e-boost-braking-system/ (last visited Feb. 9, 2026).

"the confidence that comes with knowing your vehicle is covered by a long list of great benefits you won't get with a basic used car, truck or SUV."[24]

93. According to GM, its Certified Pre-Owned vehicles must pass a comprehensive 172-Point Vehicle Inspection covering major vehicle systems. To qualify for CPO certification, vehicles must be less than 6 model years old, have a maximum of 75,000 vehicle miles, and have a clean vehicle title. GM represents that these constitute "strict evaluation standards" and touts them as "the lowdown on our high standards." GM further represents that CPO vehicles are backed by a factory-backed 6-year/100,000-mile Powertrain Limited Warranty, a factory-backed 12-month/12,000-mile Bumper-to-Bumper Limited Warranty.

94. GM's Certified Pre-Owned warranties are not intended to benefit GM's dealers but are intended to benefit the ultimate consumer purchasing the CPO vehicles. Indeed, GM markets the CPO program directly to consumers, promising they "can dream about the journey ahead, instead of worrying what's coming down the road." Purchasers of CPO Class Vehicles are third-party beneficiaries of GM's contractual warranties and representations regarding CPO vehicle quality.

95. Upon information and belief, the 172-Point Vehicle Inspection procedures for GM's CPO program did not identify or disclose the Brake Vacuum

[24] Exhibit 16, *GM Certified Pre-Owned vs. Used*, https://www.gmcertified.com/certified-vs-used (last visited Feb. 3, 2026).

Pump Defect in Class Vehicles sold as Certified Pre-Owned. Consumers, including Plaintiffs Theime and Gill, who purchased CPO Class Vehicles, reasonably believed they were purchasing vehicles that had passed GM's "strict evaluation standards" and been certified to be in good working condition, when in fact those vehicles contained the that the latent Brake Vacuum Pump Defect that GM concealed and failed to disclose.

V. TOLLING OF STATUTES OF LIMITATIONS

A. Discovery Rule

96. GM's knowing and active concealment and denial of the facts alleged herein act to toll any applicable statute(s) of limitations. Plaintiffs and other Class members could not have reasonably discovered the true, latent nature of the Brake Vacuum Pump Defect until shortly before commencing this class-action litigation.

97. Plaintiffs and Class members had no realistic ability to discover the presence of the Brake Vacuum Pump Defect in the Class Vehicles within the applicable statute of limitations and could not have discovered through the exercise of reasonable diligence that GM was concealing the Brake Vacuum Pump Defect in the Class Vehicles, or misrepresenting the safety, quality and reliability of the Class Vehicles.

B. Fraudulent Concealment

98. All applicable statutes of limitation have also been tolled by GM's knowing, active and ongoing fraudulent concealment of the facts alleged herein. Even after Plaintiffs and other Class members contacted GM and/or its authorized dealers to repair the Brake Vacuum Pump Defect, Plaintiffs were repeatedly and consistently told that the Class Vehicles were not defective.

99. GM has had, and continues to have, a duty to disclose the true character, quality, and nature of the Class Vehicles to Plaintiffs and the other Class members, including that the Class Vehicles require costly repairs and pose safety concerns.

100. Instead, GM concealed the true character, quality, and nature of the Class Vehicles and knowingly made misrepresentations about the quality, reliability, characteristics, and performance of the Class Vehicles.

101. Plaintiffs and Class members have reasonably relied upon GM's knowing and concealment of these facts.

C. Estoppel

102. GM has, and continues to have, a duty to disclose to Plaintiffs and the other Class members the true character, quality, and nature of the Class Vehicles, including the facts that the Class Vehicles require costly repairs and pose safety

concerns. Based on the foregoing, GM is estopped from relying on any statutes of limitation in defense of this action.

VI. CLASS ACTION ALLEGATIONS

103. Plaintiffs bring this action on behalf of themselves, and on behalf of the following classes of consumers pursuant to Federal Rules of Civil Procedure, Rule 23(a) and 23(b)(3) defined as follows:

> **Nationwide Class:**
> All persons or entities who purchased or leased a Class Vehicle United States.
>
> **Michigan Subclass:**
> All persons or entities who purchased or leased a Class Vehicle in the State of Michigan.
>
> **Arizona Subclass**
> All persons or entities who purchased or leased a Class Vehicle in the State of Arizona.
>
> **New Jersey Subclass:**
> All persons or entities who purchased or leased a Class Vehicle in the State of New Jersey.

104. Class Vehicles are defined as the 2016-2020 Buick Envision, 2018-2022 Chevrolet Equinox, and 2018-2022 GMC Terrain.

105. Excluded from the Class are GM, its affiliates, employees, officers and directors, persons or entities that purchased the Class Vehicles for resale, and the Judge(s) assigned to this case. Plaintiffs reserve the right to modify, change, or expand the Class definitions based on discovery and further investigation.

106. **Numerosity:** Upon information and belief, the Class is so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Class are unknown at this time, such information being in GM's sole possession and obtainable by Plaintiffs only through the discovery process, Plaintiffs believe, and on that basis alleges, that thousands of Class Vehicles have been sold and leased in states that are the subject of the Class.

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

a. Whether GM sells or has sold vehicles that have the Brake Vacuum Pump Defect described herein;

b. When GM first learned of the Brake Vacuum Pump Defect;

c. Whether GM has omitted relevant information regarding the Brake Vacuum Pump Defect from its communications with consumers prior to their purchases or leases;

d. Whether GM's actions described herein are unfair, deceptive, or constitute an omission of material fact under the consumer protection laws of the states at issue;

e. Whether Plaintiffs and the Class Members are entitled to compensatory damages, and the amount of such damages based on GM's sale and/or lease of vehicles with the Brake Vacuum Pump Defect;

f. Whether injunctive and/or other equitable relief is warranted;

g. Whether Plaintiffs and the Class Members are entitled to an award of punitive damages as permitted by the consumer protection laws (and common laws) of the states at issue

108. **Typicality:** Plaintiffs' claim regarding the Brake Vacuum Pump Defect and GM's failure to address it are typical of the claims of the Class because Plaintiffs purchased their vehicles with the same defect as other Class members. Furthermore, Plaintiffs and all members of the Class sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of GM's failure to disclose the Brake Vacuum Pump Defect at the time of purchase. Plaintiffs advance these same claims and legal theories on behalf of themselves and all absent Class members.

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

litigation, and they intend to prosecute this action vigorously. Plaintiffs and their counsel are well-suited to fairly and adequately protect Class interests.

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

111. **Issues Class:** Alternatively, Plaintiffs seek certification pursuant to Federal Rule of Civil Procedure 23(c)(4) on behalf of the above-defined classes for

some or all the issues identified in the commonality and predominance section, above, as well as other issues which may be later identified.

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

VII. CAUSES OF ACTION

A. Claims Brought on Behalf of the Nationwide Class

COUNT I:

VIOLATIONS OF THE MAGNUSSON-MOSS WARRANTY ACT
(15 U.S.C. § 2301, *et seq.*)
(Brought Plaintiffs on behalf of the Nationwide Class, or Alternatively, the State Subclasses)

113. Plaintiffs and the Class reassert and incorporate by reference all of the allegations of the preceding and succeeding paragraphs of as though fully set forth herein at length.

114. Plaintiffs and the other Class members are "consumers" within the meaning of 15 U.S.C. § 2310(3).

115. GM is a "supplier" and "warrantor" within the meanings of sections 15 U.S.C. § 2301(4)–(5).

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

117. 15 U.S.C. §2310(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with any implied warranty.

118. As a matter of law, each Class Vehicle comes with an implied warranty of merchantability whereby GM warrants each vehicle to be of merchantable quality such that it would pass without objection in the trade and is fit for the ordinary purposes for which it was to be used.

119. Defendant breached the implied warranty of merchantability, as the Class Vehicles are not fit for the ordinary purposes for which they are meant to be used, because their owners cannot reliably or safely drive their vehicles due to the Brake Vacuum Pump Defect.

120. Plaintiffs and the other Class members face the potential of their power brake systems failing to properly function while the Class Vehicles are in operation. The Brake Vacuum Pump Defect causes the brake vacuum system to lose vacuum pressure during normal vehicle operation, initiating a progressive cycle of system degradation that ultimately results in catastrophic pump failure and simultaneous loss of all power brake assist. The failure of the power brake system directly impairs the Class Vehicles' drivability and reliability and makes them unsafe to operate.

121. The Class Vehicles would not pass without objection in the automotive trade and they are unfit for the ordinary purposes for which such vehicles are used because they create a significant safety hazard. GM tells Class Vehicle buyers that

the vehicles have power-assisted braking, but when the Brake Vacuum Pump Defect manifests, drivers experience spongy or soft brake pedals, brake pedals that sink toward or to the floor, and degraded braking performance—or, upon catastrophic pump failure, drivers suddenly lose all power brake assist without warning, at any speed, and under any driving condition. Without vacuum assist, the brake pedal becomes extremely difficult or impossible to depress, requiring extraordinary physical force to slow or stop the vehicle that many drivers cannot generate, particularly in emergency braking situations.

122. As a direct and proximate result of GM's violations of the Magnusson-Moss Warranty Act, Plaintiffs and the Class members incurred damages including, but not limited to, their lost benefit of the bargain and overpayment at the time of purchase or lease, as well as out-of-pocket costs related to diagnosis and repair or replacement of the brake vacuum pump and vehicle components damaged as a result of the brake vacuum pump failures.

COUNT II:

FRAUDULENT CONCEALMENT/OMISSION
(Common Law)
(Brought by Plaintiffs on Behalf of the Nationwide Class, or Alternatively, the State Subclasses)

123. Plaintiffs and the Class reassert and incorporate by reference all of the allegations of the preceding and succeeding paragraphs of as though fully set forth herein at length.

124. GM concealed, omitted, and suppressed material facts concerning the performance and quality of the Class Vehicles—namely, the Brake Vacuum Pump Defect—and the quality of the GM brand. Specifically, GM knew about (or should have known about) the Brake Vacuum Pump Defect but failed to disclose it prior to, or at, the time it sold or leased Class Vehicles to consumers. GM did so to boost sales and leases of Class Vehicles.

125. Plaintiffs and Class members had no way of knowing that GM's representations were false and gravely misleading, or that GM had omitted imperative details. Plaintiffs and Class members did not unravel GM's deception on their own, nor could they have.

126. GM had a duty to disclose the true performance of Class Vehicles, including the Brake Vacuum Pump Defect and its effects, because knowledge thereof and the details related thereto were known and/or accessible only to GM; GM had superior knowledge and access to the facts; and knew the facts were not known to, or reasonably discoverable, by Plaintiffs and the Class. GM also had a duty to disclose because the existence of the Brake Vacuum Pump Defect is material to purchase decision of reasonable consumer, as it constitutes an unreasonable safety defect and has a detrimental impact on the fundamental purpose and core function of the Class Vehicles.

127. On information and belief, GM still has not made full and adequate disclosures, and continues to defraud consumers by concealing material information regarding the Brake Vacuum Pump Defect and the Class Vehicles' performance and quality.

128. Plaintiffs and the Class were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts, in that they would not have purchased or leased the Class Vehicles. The actions of Plaintiffs and Class members were justified. GM was in exclusive control of the material facts and such facts were not known to the public, or Class members.

129. Plaintiffs and the Class relied upon GM's representations and omissions regarding the quality of Class Vehicles and the Defect in deciding to purchase or lease Class Vehicles.

130. Because of the concealment and/or suppression of the facts, Plaintiffs and the Class sustained damage because they did not receive the value of the price paid for their Class Vehicles. Plaintiffs and Class members would have paid less for Class Vehicles had they known about the Brake Vacuum Pump Defect, or they would not have purchased or leased the Class Vehicles at all.

131. Accordingly, GM is liable to Plaintiffs and Class members for damages in an amount to be proven at trial.

132. GM's actions and omissions were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the Class's rights and well-being, to enrich GM. Accordingly, GM's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

133. Furthermore, as the intended and expected result of its fraud and conscious wrongdoing, GM has profited and benefited from Plaintiffs' and Class members' purchase of Class Vehicles with the defect. GM has voluntarily accepted and retained these profits and benefits with full knowledge and awareness that, as a result of GM's misconduct alleged herein, Plaintiffs and Class members were not receiving trucks of the quality, nature, fitness, or value that GM represented, and that a reasonable consumer would expect.

134. GM has been unjustly enriched by its fraudulent, deceptive, and otherwise unlawful conduct in connection with the sale and lease of Class Vehicles and by withholding benefits from Plaintiffs and Class members at the expense of these parties. Equity and good conscience militate against permitting GM to retain these profits and benefits, and GM should be required to make restitution of its ill-gotten gains resulting from the conduct alleged herein.

COUNT III:

UNJUST ENRICHMENT
(Common Law)
(Brought by Plaintiffs on Behalf of the Nationwide Class, or Alternatively, the State Subclasses)

135. Plaintiffs and the Class reassert and incorporate the allegations of the preceding and succeeding paragraphs of this Complaint as though fully alleged herein at length.

136. Plaintiffs bring this claim individually and on behalf of themselves and the Nationwide Class, or, in the alternative, on behalf of the State-specific Subclasses.

137. GM, as the manufacturer, distributor, and/or seller represented that the Class Vehicles were safe for consumers in their normal operation. But the Class Vehicles are not safe because of the Brake Vacuum Pump Defect, which can occur at all speeds during the vehicle's normal operation. Without offering a suitable repair, GM unjustly enriches itself at its consumers' expense and safety.

138. GM has been unjustly enriched in retaining revenues derived from Plaintiffs and the Class members' purchase of the Class Vehicles. GM's misrepresentations caused Plaintiffs and the Class members harm and unjustly enriched GM because Plaintiffs and Class members would not have purchased the Class Vehicles, or paid the price that they did, had GM disclosed the material facts to consumers.

139. GM has been unjustly enriched because the Brake Vacuum Pump Defect tends to manifest later in the useful life of the vehicle, after which Class Vehicle owners must pay out of pocket expenses to repair the defect.

140. Because GM has unjustly retained the non-gratuitous benefits conferred upon it by Plaintiffs and the Class, GM must pay restitution to Plaintiffs and the Class.

B. Claims Brought on Behalf of the Michigan Subclass

COUNT IV:

VIOLATIONS OF THE MICHIGAN CONSUMER PROTECTION ACT
(Mich. Comp. Laws § 445.903, et seq.)
(Brought by Plaintiff Thieme on Behalf of the Michigan Subclass)

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

142. Plaintiff Kaylee Thieme (for purposes of this section, "Plaintiff") brings this claim on behalf of herself and on behalf of the members of the Michigan Subclass against GM.

143. Plaintiff and members of the Michigan Subclass are "persons" within the meaning of Mich. Comp. Laws § 445.902(1)(d).

144. The Michigan Consumer Protection Act ("Michigan CPA") prohibits "[u]nfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce . . . ." Mich. Comp. Laws § 445.903(1).

145. GM's conduct as set forth herein constitutes unfair or deceptive acts or practices, including, but not limited to, GM's manufacture, sale, and distribution of Class Vehicles with the Brake Vacuum Pump Defect, which GM failed to adequately investigate, disclose, and remedy, and GM's misrepresentations and omissions regarding the safety and reliability of the Class Vehicles.

146. GM's conduct as alleged above and herein constitutes practices prohibited by the Michigan CPA, including: "(c) Representing that goods or services have . . . characteristics . . . that they do not have . . . .;" "(e) Representing that goods or services are of a particular standard . . . if they are of another;" "(s) Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer;" "(bb) Making a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is;" and "(cc) Failing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner." Mich. Comp. Laws § 445.903(1).

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

148. GM intended that Plaintiff and the Michigan Subclass members rely on its misrepresentations and omissions, so that Plaintiff and the Michigan Subclass members would purchase or lease Class Vehicles.

149. Had GM disclosed the omitted material facts, Plaintiff and the members of the Michigan Subclass would not have purchased or leased Class Vehicles or would have paid less for them.

150. GM's violations present a continuing risk to Plaintiff and members of the Michigan Subclass as well as to the general public. GM's unlawful acts and practices complained of herein affect the public interest.

151. Plaintiff and the Michigan Subclass members were injured as a result of GM's conduct. Plaintiff and the Michigan Subclass overpaid for the Class Vehicles and did not receive the benefit of their bargain.

152. GM's conduct proximately caused the injuries to Plaintiff and the Michigan Subclass members.

153. GM is liable to Plaintiff and the Michigan Subclass for damages in amounts to be proven at trial, including attorneys' fees, and costs. Because GM acted with willful and conscious disregard of the rights and safety of others, GM's conduct constitutes malice, oppression, and fraud warranting punitive damages in amounts to be proven at trial. Plaintiff and members of the Michigan Subclass further seek

such orders or judgments as may be necessary to enjoin GM from continuing its methods, acts, or practices deemed unlawful under the Michigan CPA.

COUNT V:

BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(Mich. Comp. Laws § 440.2314)
(Brought by Plaintiffs Thieme on Behalf of the Michigan Subclass)

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

155. Plaintiff Kaylee Thieme (for purposes of this Count, "Plaintiff") brings this claim on behalf of herself and on behalf of the members of the Michigan Subclass against GM.

156. GM is and was at all relevant times a merchant with respect to motor vehicles within the meaning of Mich. Comp. Laws § 440.2314(1).

157. Pursuant to Mich. Comp. Laws § 440.2314, a warranty that the Class Vehicles were in merchantable condition is implied by law in the instant transactions.

158. The Class Vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Class Vehicles are inherently defective in that the Brake Vacuum Pump Defect causes loss of power brake assist and power steering

functionality, constituting a significant safety hazard to Plaintiff and members of the Michigan Subclass.

159. Privity is not required in this case because Plaintiff and the Michigan Subclass are intended third-party beneficiaries of contracts between GM and its dealers; specifically, they are the intended beneficiaries of GM's implied warranties. The dealers were not intended to be the ultimate consumers of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit the ultimate consumers only.

160. GM was provided notice of the Brake Vacuum Pump Defect, as alleged herein, by numerous complaints filed against it, including those submitted to NHTSA and the instant Complaint, within a reasonable amount of time after the defect was discovered.

161. As a direct and proximate result of GM's breach of the warranties of merchantability, Plaintiff and the Michigan Subclass members have been damaged in an amount to be proven at trial.

COUNT VI:

FRAUDULENT CONCEALMENT/OMISSION
(Based on Michigan Law)
(Brought by Plaintiffs Thieme on Behalf of the Michigan Subclass)

162. Plaintiffs and the Class incorporate by reference each preceding and

succeeding paragraph as though fully set forth at length herein.

163. Plaintiff Kaylee Thieme (for purposes of this Count, "Plaintiff") brings this claim on behalf of herself and on behalf of the members of the Michigan Subclass against GM.

164. As set forth above, GM knew and intentionally concealed and/or suppressed material facts concerning the safety of the Class Vehicles, namely the Brake Vacuum Pump Defect.

165. GM actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiff and the Michigan Subclass members to purchase the Class Vehicles at a higher price, which did not match their true value.

166. GM still has not made full and adequate disclosure and continues to defraud Plaintiff and the Michigan Subclass members.

167. Plaintiff and the Michigan Subclass members were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiff's and the Michigan Subclass members' actions were justified. GM had exclusive control of the material facts and such facts were not known to the public, to Plaintiff, or the Michigan Subclass members.

168. GM owed Plaintiff and members of the Michigan Subclass a duty to disclose the true safety, performance, and reliability of the Class Vehicles, because

Plaintiff and the Michigan Subclass members relied on GM's material representations that the Class Vehicles they were purchasing were safe and free from defects.

169. Plaintiff and the members of the Michigan Subclass relied on GM's failure to disclose the Brake Vacuum Pump Defect in purchasing or leasing the Class Vehicles.

170. As a result of their reliance, Plaintiff and the Michigan Subclass members have been injured in an amount to be proven at trial, including, but not limited to, actual damages, their lost benefit of the bargain and overpayment at the time of purchase or lease.

171. As a result of the concealment and/or suppression of the facts, Plaintiff and the Michigan Subclass members sustained damage. For Plaintiff and the Michigan Subclass members who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiff and the Michigan Subclass paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. For Plaintiff or any member of the Michigan Subclass who want to rescind their purchases, then Plaintiff and the Michigan Subclass members are entitled to restitution and consequential damages.

172. GM's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiff's and the Michigan Subclass members' rights and well-being to enrich GM. GM's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT VII:

UNJUST ENRICHMENT
(Based on Michigan Law)
(Brought by Plaintiff Thieme on Behalf of the Michigan Subclass)

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

174. Plaintiff Kaylee Thieme (for purposes of this Count, "Plaintiff") brings this cause of action on behalf of herself and the Michigan Subclass against GM.

175. As a result of its wrongful and fraudulent acts and omissions, as set forth above, pertaining to concealing the Brake Vacuum Pump Defect as described herein, GM charged a higher price for its vehicles than the vehicles' true value and GM obtained monies rightfully belonging to Plaintiff and the Michigan Subclass members.

176. GM enjoyed the benefit of increased financial gains, to the detriment of Plaintiff and the Michigan Subclass members, who paid a higher price for vehicles

which actually had lower values. It would be inequitable and unjust for GM to retain these wrongfully obtained profits.

177. Plaintiff, therefore, seeks an order establishing GM as constructive trustee of the profits unjustly obtained, plus interest.

C. Claims Brought on Behalf of the Arizona Claims

COUNT VIII:

VIOLATIONS OF THE ARIZONA CONSUMER FRAUD ACT
(Ariz. Rev. Stat. Ann. § 44-1522)
(Brought by Plaintiff Rebecca Gill on Behalf of the Arizona Subclass)

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

179. Plaintiff Rebecca Gill (for purposes of this Count, "Plaintiff") brings this claim on behalf of herself and on behalf of the Arizona Subclass, against GM.

180. Plaintiff and GM are "persons" within the meaning of Section 44-1521 of the Arizona Consumer Fraud Act. Ariz. Rev. Stat. Ann. § 44-1521.

181. The Arizona Consumer Fraud Act prohibits the "act, use or employment by any person of any deception, deceptive or unfair act or practice, fraud, false pretense, false promise, misrepresentation, or concealment, suppression or omission of any material fact with intent that others rely on such concealment, suppression or omission, in connection with the sale or advertisement of any

merchandise whether or not any person has in fact been misled, deceived or damaged thereby." Ariz. Rev. Stat. Ann. § 44-1522(A).

182. In the course of doing business, GM misrepresented material facts concerning the Class Vehicles. As alleged herein, GM misrepresented through its advertisements and public statements that the Class Vehicles were equipped with safe and reliable brake systems, when in fact the Class Vehicles contain the Brake Vacuum Pump Defect that causes loss of power brake assist functionality.

183. In the course of doing business, GM knowingly failed to disclose, suppressed, concealed, and/or omitted material facts regarding the Brake Vacuum Pump Defect and the associated safety hazard, and misrepresented the standard, quality, or grade of the Class Vehicles, which directly caused harm to Plaintiff and the Arizona Subclass members. Moreover, GM actively suppressed the fact that the brake vacuum pumps were defective and presented a safety hazard because of materials, workmanship, and/or manufacturing defects.

184. GM thus violated the Act by, at minimum: employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale of Class Vehicles.

185. GM knowingly and intentionally misrepresented material facts regarding the Class Vehicles, intending for Plaintiff and the Arizona Subclass to rely

on these material misrepresentations when choosing to purchase or lease a Class Vehicle instead of vehicles marketed and sold by GM's competitors.

186. Plaintiff and members of the Arizona Subclass justifiably relied on these material misrepresentations and, as a result, are entitled to damages in an amount to be proven at trial.

187. GM had the duty to Plaintiff and the Arizona Subclass members to disclose the Brake Vacuum Pump Defect and the defective nature of the Class Vehicles because:

a. GM possessed exclusive knowledge that it was manufacturing, selling, and distributing vehicles throughout the United States that contained the Brake Vacuum Pump Defect;

b. Plaintiff and the Arizona Subclass members could not reasonably have been expected to learn or discover that the Class Vehicles had defects until those defects became manifest;

c. GM knew that Plaintiff and the Arizona Subclass members could not reasonably have been expected to learn about or discover the Brake Vacuum Pump Defect and its effects on power brake assist; and

d. GM actively concealed the Brake Vacuum Pump Defect, its causes, and resulting effects, by asserting to Plaintiff and Arizona

Subclass members that their brake systems failed for reasons other than the Brake Vacuum Pump Defect.

188. In failing to disclose the Brake Vacuum Pump Defect and its resulting safety risks, GM has knowingly and intentionally concealed and omitted material facts and breached its duty to disclose.

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

190. Plaintiff and the Arizona Subclass members were injured as a result of GM's conduct. Plaintiff and the Arizona Subclass overpaid for the Class Vehicles and did not receive the benefit of their bargain.

191. GM's conduct proximately caused the injuries to Plaintiff and the Arizona Subclass members.

192. GM is liable to Plaintiff and the Arizona Subclass for damages in amounts to be proven at trial. Because GM acted with willful and conscious disregard of the rights and safety of others, GM's conduct constitutes malice, oppression, and fraud warranting punitive damages in amounts to be proven at trial.

193. Plaintiff and members of the Arizona Subclass further seek such orders or judgments as may be necessary to enjoin GM from continuing its methods, acts, or practices deemed violative of the Arizona Consumer Fraud Act.

194. GM's violations present a continuing risk to Plaintiff as well as to the general public. GM's unlawful acts and practices complained of herein affect the public interest.

COUNT IX:

BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(Ariz. Rev. Stat. Ann. § 47-2314)
(Brought by Plaintiff Rebecca Gill on Behalf of the Arizona Subclass)

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

196. Plaintiff Rebecca Gill (for purposes of this Count, "Plaintiff") brings this claim on behalf of herself and on behalf of the Arizona Subclass against GM.

197. GM is a "seller" and "merchant" with respect to the Class Vehicles. Ariz. Rev. Stat. Ann. § 47-2314(A).

198. When GM sold its Class Vehicles to Plaintiff and sold or leased Class Vehicles to members of the Arizona Subclass, GM warranted that the Class Vehicles were merchantable—i.e., that they would "[p]ass without objection in the trade . . ." and were "fit for the ordinary purposes for which such goods are used[.]"Ariz. Rev. Stat. Ann. § 47-2314(B).

199. The Class Vehicles have a Brake Vacuum Pump Defect which causes sudden and unanticipated loss of power brake assist, creating a significant and unreasonable safety hazard. The Class Vehicles are thus not fit for their ordinary purpose of transporting vehicle occupants in a reasonably safe manner during normal operation.

200. The Brake Vacuum Pump Defect existed at the time the Class Vehicles left GM's manufacturing facilities and at the time the Class Vehicles were sold to Plaintiff and sold or leased to members of the Arizona Subclass.

201. GM implied that the Class Vehicles were of merchantable quality and fit for such use. This implied warranty included, among other things: (i) a warranty that the Class Vehicles and their brake systems manufactured, supplied, distributed, and/or sold by GM were safe and reliable for the purpose for which they were installed; and (ii) a warranty that the Class Vehicles would be fit for their intended use.

202. Contrary to the applicable implied warranties, the Class Vehicles at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Plaintiff and the Arizona Subclass members with reliable, durable, and safe transportation. Instead, the Class Vehicles suffer from a defective design and/or manufacturing defect.

203. GM breached the implied warranty that the Class Vehicles were appropriate and safe for ordinary use by marketing, distributing, selling, and leasing Class Vehicles that contained the Brake Vacuum Pump Defect.

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

205. GM had actual knowledge of, and received reasonable notice regarding, the Brake Vacuum Pump Defect at issue in this litigation and, notwithstanding such notice, failed and refused to offer an effective remedy.

206. As a direct and proximate result of this breach of implied warranty, Plaintiff and the members of the Arizona Subclass have suffered various injuries, including but not limited to having overpaid for the Class Vehicles as a result of the Brake Vacuum Pump Defect.

COUNT X:

FRAUDULENT CONCEALMENT/OMISSION
(Based on Arizona Law)
(Brought by Plaintiff Rebecca Gill on Behalf of the Arizona Subclass)

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

208. Plaintiff Rebecca Gill (for purposes of this Count, "Plaintiff") brings this cause of action on behalf of herself and the Arizona Subclass.

209. GM made material omissions concerning a presently existing or past fact in that, for example, GM did not fully and truthfully disclose to its customers the true nature of the Brake Vacuum Pump Defect, which often was not readily discoverable until years after they purchased or leased the Class Vehicles. These facts, and other facts as set forth above, were material because reasonable people attach importance to their existence or nonexistence in deciding which vehicle to purchase or lease.

210. GM was under a duty to disclose these omitted facts, because where one does speak one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

211. In addition, GM had a duty to disclose these omitted material facts because they were known and/or accessible only to GM, who had superior knowledge and access to the facts, and GM knew they were not known to or reasonably discoverable by Plaintiff and the Arizona Subclass members. These omitted facts were material because they directly impact the safety of the Class Vehicles—specifically, the Brake Vacuum Pump Defect causes sudden and unanticipated loss of power brake assist, creating a significant and unreasonable safety hazard.

212. GM was in exclusive control of the material facts and such facts were not known to the public, Plaintiff, or the Arizona Subclass members. GM also possessed exclusive knowledge of the Brake Vacuum Pump Defect rendering Class Vehicles inherently more dangerous and unreliable than similar vehicles.

213. GM actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiff and the Arizona Subclass members to purchase or lease the Class Vehicles at a higher price, which did not match the vehicles' true value.

214. Plaintiff and the Arizona Subclass members were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. The actions of Plaintiff and the Arizona Subclass members were justified.

215. Plaintiff and the Arizona Subclass members reasonably relied on these omissions and suffered damages as a result.

216. As a result of these omissions and concealments, Plaintiff and the Arizona Subclass members incurred damages including, but not limited to, their lost benefit of the bargain and overpayment at the time of purchase or lease, as well as out-of-pocket costs related to diagnosis and repair or replacement of the brake vacuum pump and vehicle components damaged as a result of the brake vacuum pump failures.

217. As a result of the concealment and/or suppression of the facts, Plaintiff and the Arizona Subclass members sustained damage. Plaintiff and the Arizona Subclass members reserve their right to elect either to (a) rescind their purchase or lease of the Class Vehicles and obtain restitution or (b) affirm their purchase or lease of the Class Vehicles and recover damages.

218. GM's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of the rights of Plaintiff and the Arizona Subclass members. GM's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT XI:

UNJUST ENRICHMENT
(Based on Arizona Law)
(Brought by Plaintiff Rebecca Gill on Behalf of the Arizona Subclass)

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

220. Plaintiff Rebecca Gill (for purposes of this Count, "Plaintiff") brings this cause of action on behalf of herself and the Arizona Subclass against GM.

221. As a result of its wrongful and fraudulent acts and omissions, as set forth above, pertaining to the design and/or manufacturing defect of the Class Vehicles and the concealment of the Brake Vacuum Pump Defect described herein,

GM charged a higher price for its vehicles than the Class Vehicles' true value and GM thus obtained monies rightfully belonging to Plaintiff and the Arizona Subclass members.

222. GM enjoyed the benefit of increased financial gains, to the detriment of Plaintiff and the Arizona Subclass members, who paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for GM to retain these wrongfully obtained profits.

223. GM has been unjustly enriched in retaining revenues derived from Plaintiff and the Arizona Subclass members' purchase of the Class Vehicles. GM's misrepresentations caused Plaintiff and the Arizona Subclass members harm and unjustly enriched GM because Plaintiff and Arizona Subclass members would not have purchased the Class Vehicles, or paid the price that they did, had GM disclosed the material facts to consumers.

224. GM has been unjustly enriched because the Brake Vacuum Pump Defect tends to manifest later in the useful life of the vehicle, after which Class Vehicle owners must pay out-of-pocket expenses to repair the defect.

225. As such, Plaintiff conferred value upon GM which would be unjust for GM to retain.

226. As a direct and proximate result of GM's unjust enrichment, Plaintiff and Arizona Subclass members have suffered and continue to suffer various injuries.

As such, they are entitled to damages, including but not limited to restitution of all amounts by which GM was enriched through its misconduct.

227. Plaintiff, therefore, seeks an order establishing GM as a constructive trustee of the profits unjustly obtained, plus interest.

D. Claims Brought on Behalf of the New Jersey Claims

COUNT XII:

VIOLATION OF NEW JERSEY CONSUMER FRAUD ACT
(N.J. Stat. Ann. § 56:8-1, et seq.)
(Brought by Plaintiff Morley on Behalf of the New Jersey Subclass)

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

229. Plaintiff Meghan Morley (for purposes of this Count, "Plaintiff") brings this cause of action on behalf of herself and the New Jersey Subclass.

230. Plaintiff and the New Jersey Subclass members, and GM are persons under the New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8-1(d).

231. GM engaged in "sales" of "merchandise" within the meaning of New Jersey Statutes § 56:8-1(c), (e). GM's actions as set forth herein occurred in the conduct of trade or commerce.

232. The New Jersey Consumer Fraud Act ("NJCFA") makes unlawful "[t]he act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the

knowing concealment, suppression or omission of any material fact with the intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby . . . ." N.J. Stat. Ann. § 56:8-2.

233. GM engaged in deceptive trade practices in violation of the NJCFA, including (1) knowingly making a false representation as to the characteristics, uses, and benefits of the Class Vehicles that had the capacity or tendency to deceive Plaintiff and the New Jersey Subclass members; (2) representing that the Class Vehicles are of a particular standard, quality, and grade even though GM knew or should have known they are not; (3) advertising the Class Vehicles with the intent not to sell them as advertised; and (4) failing to disclose material information concerning the Class Vehicles that was known to GM at the time of advertisement or sale with the intent to induce Plaintiff and the New Jersey Subclass members to purchase or lease the Defective Vehicles.

234. GM knew that the Class Vehicles were defectively designed or manufactured, would fail without warning, and were not suitable for their intended use. GM, nevertheless, failed to warn Plaintiff or the New Jersey Subclass members about these inherent dangers despite having a duty to do so.

235. GM had the duty to Plaintiff and the New Jersey Subclass members to disclose the Brake Vacuum Pump Defect and the defective nature of the Class Vehicles because:

a. GM was in a superior position to know the true state of facts about the Brake Vacuum Pump Defect and associated repair costs in the Class Vehicles;

b. Plaintiff and the New Jersey Subclass members could not reasonably have been expected to learn or discover that the Class Vehicles had dangerous defects until manifestation of the defects;

c. GM knew that Plaintiff and the New Jersey Subclass members could not reasonably have been expected to learn about or discover the Brake Vacuum Pump Defect and its associated repair costs; and

d. GM actively concealed the Brake Vacuum Pump Defect, its causes, and resulting effects, by asserting to Plaintiff and New Jersey Subclass members that their power brake assist systems failed for reasons other than the Brake Vacuum Pump Defect.

236. GM's practices significantly affected the public as consumers of the Class Vehicles, which pose an unreasonable risk of death or serious bodily injury to

Plaintiff and the New Jersey Subclass members, passengers, other motorists, pedestrians, and the public at large, because they are susceptible to sudden loss of power brake assist.

237. Whether or not a vehicle's brake vacuum pump contains a defect substantially certain to manifest within the Class Vehicles' useful lifetime is a fact a reasonable consumer would consider important in selecting a vehicle to purchase or lease. When Plaintiff and the New Jersey Subclass members bought a Class Vehicle for personal, family, or household purposes, they reasonably expected the vehicle would have non-defective brake systems.

238. GM's deceptive practices were likely to and did in fact deceive reasonable consumers, including Plaintiff and the New Jersey Subclass members, about the true safety and reliability of the Class Vehicles.

239. GM's unlawful practices have caused substantial harm to consumers.

240. The Brake Vacuum Pump Defect alleged herein was material to Plaintiff and to the New Jersey Subclass members. Had Plaintiff and the New Jersey Subclass members known that the Class Vehicles had this material safety defect, they would not have purchased the Class Vehicles or would not have paid as much for them.

241. Plaintiff and the New Jersey Subclass members suffered ascertainable loss of money or property caused by GM's unlawful practices. Plaintiff and the New

Jersey Subclass members overpaid for their vehicles and did not receive the benefit of their bargain.

242. Plaintiff and the New Jersey Subclass members are entitled to recover legal and/or equitable relief, treble damages, and reasonable attorneys' fees pursuant to New Jersey Statutes Annotated § 56:8-19. Plaintiff and members of the New Jersey Subclass also seek an order enjoining GM's unfair, unlawful, and/or deceptive practices.

243. Pursuant to New Jersey Statutes Annotated § 56:8-20, Plaintiff will mail a copy of the complaint to the Attorney General of New Jersey within ten (10) days of filing.

COUNT XIII:

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(N.J. Stat. Ann. § 12A:2-314)
(Brought by Plaintiffs on Behalf of the New Jersey Subclass)

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

245. Plaintiff Meghan Morley (for purposes of this Count, "Plaintiff") brings this claim on behalf of herself and on behalf of the New Jersey Subclass against GM.

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

247. GM provided Plaintiff and the New Jersey Subclass members with an implied warranty that the Class Vehicles and any parts thereof are merchantable and fit for the ordinary purposes for which they were sold. However, the Class Vehicles are not fit for their ordinary purpose of providing reasonably reliable and safe transportation at the time of sale or thereafter because, inter alia, the Class Vehicles suffered from the Brake Vacuum Pump Defect at the time of sale. Therefore, the Class Vehicles are not fit for their particular purpose of providing safe and reliable transportation.

248. GM implied that the Class Vehicles were of merchantable quality and fit for such use. This implied warranty included, among other things: (i) a warranty that the Class Vehicles and their brake systems manufactured, supplied, distributed, and/or sold by GM were safe and reliable for the purpose for which they were installed; and (ii) a warranty that the Class Vehicles would be fit for their intended use.

249. Contrary to the applicable implied warranties, the Class Vehicles at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Plaintiff and the New Jersey Subclass members with reliable, durable, and

safe transportation. Instead, the Class Vehicles suffer from a defective design(s) and/or manufacturing defect(s).

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

251. GM had actual knowledge of, and received reasonable notice regarding, the Brake Vacuum Pump Defect at issue in this litigation and, notwithstanding such notice, failed and refused to offer an effective remedy.

252. As a direct and proximate result of GM's breach of warranties, Plaintiff and the New Jersey Subclass members suffered economic damage, including loss attributable to the overpayment of their Class Vehicles, loss of use of their Class Vehicles and other tangible property, as well as the monies spent or to be spent to repair and/or replace the brake vacuum pump and related components in each of their vehicles.

COUNT XIV:

FRAUDULENT CONCEALMENT/OMISSION
(Based on New Jersey Law)
(Brought by Plaintiff Morley on Behalf of the New Jersey Subclass)

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

254. Plaintiff Meghan Morley (for purposes of this Count, "Plaintiff") brings this cause of action on behalf of herself and the New Jersey Subclass.

255. As set forth above, GM knew and intentionally concealed and/or suppressed material facts concerning the safety of the Class Vehicles, namely the Brake Vacuum Pump Defect.

256. GM made material omissions concerning a presently existing or past fact in that GM did not fully and truthfully disclose to its customers the true nature of the Brake Vacuum Pump Defect, which often was not readily discoverable until the defect manifested after purchase or lease of the Class Vehicles. These facts, and other facts as set forth above, were material because reasonable people attach importance to their existence or nonexistence in deciding which vehicle to purchase or lease.

257. GM was under a duty to disclose these omitted facts, because where one does speak one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

258. In addition, GM had a duty to disclose these omitted material facts because they were known and/or accessible only to GM, who had superior knowledge and access to the facts, and GM knew they were not known to or reasonably discoverable by Plaintiff and the New Jersey Subclass members. These omitted facts were material because they directly impact the safety of the Class Vehicles—specifically, the Brake Vacuum Pump Defect causes loss of power brake

assist and power steering functionality, creating a significant and unreasonable safety hazard.

259. GM was in exclusive control of the material facts and such facts were not known to the public or the New Jersey Subclass members. GM also possessed exclusive knowledge of the defects rendering Class Vehicles inherently more dangerous and unreliable than similar vehicles.

260. GM actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiff and the New Jersey Subclass members to purchase or lease the Class Vehicles at a higher price, which did not match the vehicles' true value.

261. GM still has not made full and adequate disclosure and continues to defraud Plaintiff and the New Jersey Subclass members.

262. Plaintiff and the New Jersey Subclass members were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. The actions of Plaintiff and the New Jersey Subclass members were justified.

263. Plaintiff and the New Jersey Subclass members reasonably relied on these omissions and suffered damages as a result.

264. As a result of these omissions and concealments, Plaintiff and the New Jersey Subclass members incurred damages including, but not limited to, their lost

benefit of the bargain and overpayment at the time of purchase or lease, as well as out-of-pocket costs, including but not limited to diagnosis and repair of the Class Vehicles.

265. As a result of the concealment and/or suppression of the facts, Plaintiff and the New Jersey Subclass members sustained damage. Plaintiff and the New Jersey Subclass members reserve their right to elect either to (a) rescind their purchase or lease of the Class Vehicles and obtain restitution or (b) affirm their purchase or lease of the Class Vehicles and recover damages.

266. GM's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of the rights of Plaintiff and the New Jersey Subclass members. GM's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT XV:

UNJUST ENRICHMENT
(Based on New Jersey Law)
(Brought by Plaintiff Morley on Behalf of the New Jersey Subclass)

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

268. Plaintiff Meghan Morley (for purposes of this Count, "Plaintiff") brings this cause of action on behalf of herself and the New Jersey Subclass against

GM.

269. As a result of its wrongful and fraudulent acts and omissions, as set forth above, pertaining to the design and/or manufacturing defect of the Class Vehicles and concealing the Brake Vacuum Pump Defect described herein, GM charged a higher price for its vehicles than the Class Vehicles' true value, and thus GM obtained monies rightfully belonging to Plaintiff and the members of the New Jersey Subclass.

270. GM enjoyed the benefit of increased financial gains, to the detriment of Plaintiff and the New Jersey Subclass members, who paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for GM to retain these wrongfully obtained profits.

271. GM has been unjustly enriched in retaining revenues derived from Plaintiff and the New Jersey Subclass members' purchase of the Class Vehicles. GM's misrepresentations caused Plaintiff and the New Jersey Subclass members harm and unjustly enriched GM because Plaintiff and New Jersey Subclass members would not have purchased the Class Vehicles, or paid the price that they did, had GM disclosed the material facts to consumers.

272. GM has been unjustly enriched because the Brake Vacuum Pump Defect tends to manifest later in the useful life of the vehicle, after which Class Vehicle owners must pay out-of-pocket expenses to repair the Class Vehicles.

273. As such, Plaintiff conferred value upon GM which would be unjust for GM to retain.

274. As a direct and proximate result of GM's unjust enrichment, Plaintiff and New Jersey Subclass members have suffered and continue to suffer various injuries. As such, they are entitled to damages, including but not limited to restitution of all amounts by which GM was enriched through its misconduct.

275. Plaintiff, therefore, seeks an order establishing GM as a constructive trustee of the profits unjustly obtained, plus interest.

VIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and the members of the Class, respectfully requests this Court:

a. determine that the claims alleged herein may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure, and issue an order certifying the Class as defined above;

b. appoint Plaintiffs as the representatives of the Class and their counsel as Class counsel;

c. award all actual, general, special, incidental, statutory, punitive, and consequential damages and restitution to which Plaintiffs and members of the Class are entitled;

d. award pre-judgment and post-judgment interest on any monetary relief;

e. grant appropriate injunctive and/or declaratory relief, including, without limitation, an order that requires GM to repair, recall, and/or replace the Class vehicles and to extend the applicable warranties to a reasonable period of time, or, at a minimum, to provide Plaintiffs and Class members with appropriate curative notice regarding the existence and cause of the Brake Vacuum Pump Defect;

f. award reasonable attorneys' fees and costs; and

g. grant such further relief that this Court deems appropriate.

IX. DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial for all claims so triable.

Dated: February 18, 2026

Respectfully Submitted,

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