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15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA

17 ANTHONY NARDIZZI,
18 individually, and on behalf of a class
19 of similarly situated individuals,

20 Plaintiff,

21 v.

22 GENERAL MOTORS LLC, a
23 Delaware limited liability company,

24 Defendant.

Case No.: 5:17-cv-01870 FMO

**CLASS ACTION COMPLAINT
FOR:**

- (1) Violations of California's Consumers Legal Remedies Act
- (2) Violations of Unfair Competition Law
- (3) Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty Act
- (4) Breach of Express Warranty
- (5) Breach of Written Warranty under the Magnuson-Moss Warranty Act
- (6) Breach of Implied Warranty under the Magnuson-Moss Warranty Act
- (7) Unjust Enrichment

DEMAND FOR JURY TRIAL

1 these complaints. For example, on August 31, 2017, a Corvette Grand Sport
2 owner wrote:

3
4 There have been a lot of reports of stock wheels bending
5 on Grand Sports and Z06s here lately, and I've had one
6 of my own front wheels bend on a brand new Grand
7 Sport. In my situation, there was absolutely no damage,
8 scratch or even a mark anywhere—the wheel just went
9 out of round with less than 1,000 miles on the car.
Why is this happening, is Chevy aware of this happening
on more than an isolated occurrence, and what is being
done to remedy the situation?²

10 8. On October 18, 2017, GM responded by denying that there had been
11 a “rash” of wheel failures, denying the existence of a defect, and blaming the
12 customer. GM wrote:

13
14 “A frequent sequence of events is that a wheel gets bent
15 by a road hazard but the damage is initially undetectable
16 to the driver.... Over time fatigue cracks can form after
17 thousands or even millions of cycles.... we will
18 continuously improve our designs and validation
procedures based on how the world is changing.”

19 9. Although GM sold its Corvette with a 3-year, 36,000-mile Bumper-
20 to-Bumper warranty, GM is refusing to cover the Rim Defect, arguing that the
21 customers’ driving and the roads are to blame for the wheel failures.

22 10. In GM’s warranty, GM agreed to cover repairs to cover *any* vehicle
23 defect except for “slight noise, vibrations, or other normal characteristics of the
24 vehicle due to materials or workmanship occurring during the warranty period.”
25 *See* paragraph 115, *infra*. By refusing to cover repairs or replacements of the
26 bent and cracked rims, GM is breaching its Bumper-to-Bumper warranty.

27 ² [https://www.corvetteforum.com/forums/ask-tadge/4036656-asked-grand-](https://www.corvetteforum.com/forums/ask-tadge/4036656-asked-grand-sport-z06-wheels-bending.html)
28 [sport-z06-wheels-bending.html](https://www.corvetteforum.com/forums/ask-tadge/4036656-asked-grand-sport-z06-wheels-bending.html)

1 11. The Rim Defect is inherent in each Class Vehicle and was present at
2 the time of sale.

3 12. Although GM was sufficiently aware of the Rim Defect from pre-
4 production testing, design failure mode analysis, calls to its customer service
5 hotline, and customer complaints made to dealers, this knowledge and
6 information was exclusively in the possession of GM and its network of dealers
7 and, therefore, unavailable to consumers.

8 13. Despite access to aggravate internal data, GM has actively
9 concealed the existence of the defect, telling customers that the wheels are not
10 defective and that the cracked wheels are caused by potholes or other driver
11 error.

12 14. GM sells the Class Vehicles with a 3-year, 36,000-mile bumper-to-
13 bumper warranty. However, when class members bring their vehicles to GM's
14 authorized dealerships requesting coverage for the Rim Defect, GM is
15 systematically denying coverage. As a result, Class Members are paying
16 thousands of dollars out-of-pocket to repair and replace the wheels with equally
17 defective wheels.

18 15. The Rim Defect is material because it poses a serious safety
19 concern. Cracked rims can cause the tire to fail and explode while driving,
20 leading to a sudden loss of control at speed and a potential collision.

21 16. The Rim Defect is also a material fact because consumers incur
22 significant and unexpected repair costs. GM's failure to disclose material facts
23 regarding the Rim Defect at the time of purchase is material because no
24 reasonable consumer expects to spend hundreds, if not thousands, of dollars to
25 repair or replace defective rims.

26 17. Had GM disclosed the Rim Defect, Plaintiff and Class Members
27 would not have purchased the Class Vehicles, would have paid less for them.
28

THE PARTIES

Plaintiff Anthony Nardizzi

18. Plaintiff Anthony Nardizzi is a California citizen who resides in Valencia, California.

19. On or around June 7, 2018, Plaintiff Nardizzi leased a new 2018 Chevrolet Corvette from Santa Paula Chevrolet, an authorized GM dealer in Valencia, California.

20. Plaintiff Nardizzi purchased his Corvette primarily for personal, family, or household use.

21. Passenger safety and reliability were important factors in Plaintiff Nardizzi's decision to purchase his vehicle. Before making his purchase, Plaintiff Nardizzi researched the 2018 Chevrolet Corvette on GM's official website, on dealership websites, and through general Google searches. In addition, before purchase, Plaintiff Nardizzi also reviewed the vehicle's Monroney Sticker or "window sticker" which listed official information about the vehicle. Plaintiff Nardizzi believed that the Corvette would be a safe and reliable vehicle.

22. GM's omissions were material to Plaintiff Nardizzi. Had GM disclosed its knowledge of the Rim Defect before he purchased his Corvette, Plaintiff Nardizzi would have seen and been aware of the disclosures. Furthermore, had he known of the Rim Defect, Plaintiff Nardizzi would not have purchased his vehicle, or would have paid less for it.

23. Upon purchasing the vehicle from the dealership, Mr. Nardizzi had the vehicle brought directly to Impression Auto Salon. CalChrome, a third-party wheel finisher, picked up the rims to have them coated. While inspecting the vehicle, CalChrome took a video showing that the rims were bent. As a result, Mr. Nardizzi replaced his vehicle's wheels at an out-of-pocket cost of \$7,500.

1 24. Mr. Nardizzi complained to Santa Paula Chevrolet and asked that
2 his wheels be covered under GM's bumper-to-bumper warranty. The GM
3 dealership told Mr. Nardizzi that the wheels warped because of Mr. Nardizzi's
4 driving and that GM would not cover any portion of the repair. In addition, the
5 dealership told Mr. Nardizzi that he could not replace the rims because they were
6 backordered three to six months.

7 25. Mr. Nardizzi continued to request that GM cover a portion of the
8 repairs by contacting GM directly, and GM agreed to cover \$1,200 of Mr.
9 Nardizzi's \$7,500 out of pocket cost.

10 26. At all times, Plaintiff Nardizzi, like all Class Members, has driven
11 his Chevrolet Corvette in a manner both foreseeable and in which it was intended
12 to be used.

13 **Defendant**

14 27. Defendant General Motors LLC is a Delaware limited liability
15 company with its principle place of business located at 300 Renaissance Center,
16 Detroit, Michigan. General Motors LLC is registered to do business in the State
17 of California. The sole member and owner of General Motors LLC is General
18 Motors Holdings LLC. General Motors Holdings LLC is a Delaware limited
19 liability company with its principle place of business in the State of Michigan.
20 General Motors Holdings LLC's only member is General Motor Company, a
21 Delaware corporation with its principal place of business in the State of
22 Michigan. General Motors Company has 100% ownership interest in General
23 Motors Holdings LLC.

24 28. General Motors LLC, through its various entities, designs,
25 manufactures, markets, distributes, services, repairs, sells, and leases passenger
26 vehicles, including the Class Vehicles, nationwide and in California. General
27 Motors LLC is the warrantor and distributor of the Class Vehicles in the United
28

1 States.

2 29. At all relevant times, Defendant was and is engaged in the business
3 of designing, manufacturing, constructing, assembling, marketing, distributing,
4 and selling automobiles and motor vehicle components in Los Angeles County
5 and throughout the United States of America.

6 JURISDICTION

7 30. This is a class action.

8 31. Members of the proposed Class are citizens of states different from
9 the home state of Defendant.

10 32. On information and belief, aggregate claims of individual Class
11 Members exceed \$5,000,000.00 in value, exclusive of interest and costs.

12 33. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(d).

13 VENUE

14 34. GM, through its business of distributing, selling, and leasing the
15 Class Vehicles, has established sufficient contacts in this district such that
16 personal jurisdiction is appropriate. Defendant is deemed to reside in this district
17 pursuant to 28 U.S.C. § 1391(a).

18 35. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)
19 because Plaintiff Nardizzi resides in the County of Los Angeles, California. In
20 addition, Plaintiff Nardizzi's Declaration, as required under California Civil
21 Code section 1780(d) but not pursuant to *Erie* and federal procedural rules,
22 reflects that a substantial part of the events or omissions giving rise to the claims
23 alleged herein occurred, or a substantial part of property that is the subject of this
24 action, is situated in Los Angeles, California. It is attached as Exhibit 1.

25 FACTUAL ALLEGATIONS

26 36. Since 2014, GM has designed, manufactured, distributed, sold, and
27 leased the Class Vehicles. GM has sold, directly or indirectly, through dealers
28

1 and other retail outlets, thousands of Class Vehicles in California and
2 nationwide. GM warrants and services the Class Vehicles through its nationwide
3 network of authorized dealers and service providers.

4 37. The rim is a large metal circle on which the tire is placed. The rim
5 creates the shape of the tire and allows it to be mounted to the vehicle.

6 38. GM equipped the Class Vehicles with cast aluminum alloy rims.
7 Figure one, below, shows the OEM rims for the Chevrolet Corvette Grand Sport.



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20 39. The rims are prone to warping and cracking at extremely low
21 mileages. The following complaint to NHTSA describes the circumstance well:
22

23 Noticed a vibration in the car at highway speeds. Took
24 the vehicle into the dealer and was told that the wheel
25 was bent. Service manager stated that this was happening
26 to many Corvettes and was due to the stiffness of the tire
27 and the weakness of the factory wheel. GM has denied a
claim under warranty.

28 *See paragraph 48(k), infra.*

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8 40. The problem is widespread. In a section entitled “Wheel Woes,” Car
9 & Driver magazine reported that, during its long-term review of a 2017
10 Chevrolet Corvette Grand Sport, the vehicle suffered three bent rims and a \$1119
11 repair bill:

12
13 Shortly after its first trip to the test track, however, the
14 Grand Sport showed signs of an ailment that would dog
15 us throughout our time with the car. At just under 6500
16 miles we discovered that three of its wheels were bent.
17 Two were repaired, but one was cracked and had to be
18 replaced. In all, that was an \$1119 trip to the Corvette
19 cobbler, none of which was covered by warranty.³

20 41. The Rim Defect alleged is inherent in and the same for all Class
21 Vehicles.

22 42. The Rim Defect is material to consumers because it presents a
23 serious safety concern. Cracked rims can cause the tire to fail and explode while
24 driving, leading to a sudden loss of control at speed and a potential collision. In
25 addition, bent rims can cause the vehicle to vibrate which makes the vehicle less
26 stable and can cause driver distraction.

27 **GM Had Superior and Exclusive Knowledge of the Rim Defect**

28 43. GM is aware of the Rim Defect and tells its customers that the

³ <https://www.yahoo.com/news/redemption-2017-chevrolet-corvette-grand-202000878.html>

1 wheels are not defective and that the cracks are caused by the drivers. GM is also
2 refusing to cover the Rim Defect under warranty.

3 44. Corvette owners communicate through online forums such as
4 www.CorvetteForum.com. GM monitors these online forums and communicates
5 with its customers. For example, on August 31, 2017, a Corvette Grand Sport
6 owner wrote:

7
8 There have been a lot of reports of stock wheels bending
9 on Grand Sports and Z06s here lately, and I've had one
10 of my own front wheels bend on a brand new Grand
11 Sport. In my situation, there was absolutely no damage,
12 scratch or even a mark anywhere—the wheel just went
13 out of round with less than 1,000 miles on the car.

Why is this happening, is Chevy aware of this happening
on more than an isolated occurrence, and what is being
done to remedy the situation?⁴

14 45. On October 18, 2017, GM responded by denying that there had been
15 a “rash” of wheel failures, denying the existence of a defect, and blaming the
16 customer: “A frequent sequence of events is that a wheel gets bent by a road
17 hazard but the damage is initially undetectable to the driver.... Over time fatigue
18 cracks can form after thousands or even millions of cycles.”⁵ With respect to a
19 remedy, GM only stated that “we will continuously improve our designs and
20 validation procedures based on how the world is changing.”

21 46. To date, GM continues to refuse to cover the Rim Defect under
22 warranty, and has not issued any relief to the customers who have had to pay
23 thousands out-of-pocket as a result.

24 47. GM also monitors customers’ complaints made to the National
25

26 ⁴ <https://www.corvetteforum.com/forums/ask-tadge/4036656-asked-grand-sport-z06-wheels-bending.html>

27 ⁵ <https://www.corvetteforum.com/forums/ask-tadge/4055813-answered-grand-sport-z06-wheels-bending.html>
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1 Highway Traffic Safety Administration (“NHTSA.”) Federal law requires
 2 automakers like GM to be in close contact with NHTSA regarding potential auto
 3 defects, including imposing a legal requirement (backed by criminal penalties)
 4 compelling the confidential disclosure of defects and related data by automakers
 5 to NHTSA, including field reports, customer complaints, and warranty data. *See*
 6 *TREAD Act*, Pub. L. No. 106-414, 114 Stat.1800 (2000).

7 48. Automakers have a legal obligation to identify and report emerging
 8 safety-related defects to NHTSA under the Early Warning Report requirements.
 9 *Id.* Similarly, automakers monitor NHTSA databases for consumer complaints
 10 regarding their automobiles as part of their ongoing obligation to identify
 11 potential defects in their vehicles, including safety-related defects. *Id.* Thus, GM
 12 knew or should have known of the many complaints about the Rim Defect
 13 logged by NHTSA ODI, and the content, consistency, and large number of those
 14 complaints alerted, or should have alerted, GM to the Rim Defect.

15 49. The following are some examples of the scores of complaints
 16 concerning the Rim Defect available through NHTSA’s website,
 17 www.safercar.gov. Many of the complaints reveal that GM, through its network
 18 of dealers and repair technicians, was made aware of the cracked rims. In
 19 addition, the complaints indicate that despite having knowledge of the defect and
 20 the exact vehicles affected, GM blamed the customer and refused to honor its 3-
 21 year, 36,000-mile bumper-to-bumper warranty.

- 22
 23 a. **DATE OF INCIDENT:** July 20, 2017
DATE COMPLAINT FILED: September 21, 2017
 24 **NHTSA/ODI ID:** 11024830
 25 **SUMMARY:** MY 2016 CORVETTE STARTED HAVING HIGH
 26 FREQUENCY VIBRATIONS IN STEERING WHEEL AND
 27 INTERIOR PANELS WITH UNDER 7900 MILES OF SERVICE. I
 28 COMPLAINED TO THE DEALERSHIP SERVICE DEPARTMENT
 ABOUT THE PROBLEM AND FOUND FRONT WHEELS TO BE

1 BENT AND COULD NOT BALANCE THE WHEELS PROPERLY.
 2 THE DEALERSHIP ADVISED ME TO TAKE MY CORVETTE TO
 3 ANOTHER DEALERSHIP THAT HAD BETTER EQUIPMENT
 4 THAN THEM. THE SECOND DEALERSHIP INSPECTED MY
 5 CORVETTE AND INFORMED ME THAT ALL FOUR WHEELS
 6 ARE BENT AND CANNOT BALANCE THEM PROPERLY.
 7 NEITHER DEALERSHIP WILL REPLACE THE WHEELS UNDER
 8 WARRANTY. THUS FAR, GM AS WELL, WILL NOT REPLACE
 9 WHEELS UNDER WARRANTY. I ATTEST THAT I HAVE NOT
 10 DRIVEN MY CORVETTE ABNORMALLY NOR HAVE HIT
 11 OBSTRUCTIONS OR POT HOLES. I HAVE NEVER DRIVEN MY
 12 CORVETTE ON ROUGH, GRAVEL OR DIRT ROADS. I DO
 13 BELIEVE THIS IS A VERY SERIOUS SAFETY PROBLEM THAT
 14 CHEVROLET AND GM SHOULD ADDRESS BEFORE
 15 SOMEONE HAS A TERRIBLE ACCIDENT BECAUSE OF THESE
 16 WHEELS!

17 b. **DATE OF INCIDENT:** August 19, 2017

18 **DATE COMPLAINT FILED:** September 20, 2017

19 **NHTSA/ODI ID:** 11024700

20 **SUMMARY:** BOTH LEFT WHEELS ON MY 2017 GRAND
 21 SPORT BENT IN NORMAL DRIVING OVER NORMAL ROADS.
 22 IN RESEARCHING THE ISSUE, THIS SEEMS TO BE A
 23 RECURRING PROBLEM WITH THE STOCK WHEELS ON 2017-
 24 2018 CORVETTE GRAND SPORTS AND 2015-18 CORVETTE
 25 Z06S. GM AGREED TO REPLACE THE FRONT WHEEL, BUT
 26 THE DEALER DIDN'T REALIZE THE REAR WAS ALSO BENT
 27 (NO VISIBLE DAMAGE TO EITHER WHEEL, THE WHEELS
 28 ARE JUST NOT STRONG ENOUGH). GM IS NOW CLAIMING
 THEY WON'T FIX/REPLACE THE REAR WHEEL. CAR
 VIBRATES BECAUSE OF THE BENT WHEEL.

c. **DATE OF INCIDENT:** October 13, 2017

DATE COMPLAINT FILED: October 20, 2017

NHTSA/ODI ID: 11035178

SUMMARY: TL* THE CONTACT OWNS A 2015 CHEVROLET
 CORVETTE. WHILE THE CONTACT WAS HAVING TIRES
 INSTALLED AT BILL STASEK CHEVROLET (700 W DUNDEE
 RD, WHEELING, IL), HE WAS INFORMED THAT ALL THE
 RIMS WERE CRACKED AND THE REAR PASSENGER WHEEL
 WAS LEAKING. THE MANUFACTURER WAS NOTIFIED OF

1 THE FAILURES. THE FAILURE MILEAGE WAS
2 APPROXIMATELY 13,466.

3 d. **DATE OF INCIDENT:** December 20, 2017

4 **DATE COMPLAINT FILED:** October 18, 2018

5 **NHTSA/ODI ID:** 11141356

6 **SUMMARY:** CRACKED REAR WHEEL. I PURCHASED THE
7 CAR USED AND THIS WAS DISCOVERED DURING AN
8 INSPECTION.

8 e. **DATE OF INCIDENT:** January 8, 2018

9 **DATE COMPLAINT FILED:** January 10, 2019

10 **NHTSA/ODI ID:** 11166176

11 **SUMMARY:** BOTH OF MY OEM REAR WHEELS (SPECTRA
12 GRAY - 10 SPOKE), HAVE DEVELOPED CRACKS REQUIRING
13 REPLACEMENT AT MY EXPENSE. DESPITE MY CORVETTE
14 BEING ON WARRANTY AND A HIGH PERFORMANCE,
15 SPORTS CAR WHICH IS REGULARLY SERVICED, THE
16 CHEVROLET DEALERSHIP REFUSES TO REPLACE THESE
17 WHEELS, EXCEPT AT MY EXPENSE, CITING THAT POOR
18 ROAD CONDITIONS IN CALIFORNIA ARE BLAME FOR THE
19 FRACTURES, RUNNING HORIZONTALLY ON THE RIM LIP.
20 THE FRACTURES CREATE A VERY DANGEROUS SITUATION
21 GIVEN HIGH TORQUE LEVELS, LOW PROFILE TIRES WITH A
22 WIDE STANCE. THE TIRES AND THE SUSPENSION ARE
23 DESIGNED FOR HIGH PERFORMANCE, AND HIGH G FORCE,
24 BUT WHEELS ARE APPARENTLY FLAWED FOR THE
25 DESIGNED TOLERANCES IMPOSED BY DRIVING A HIGH
26 PERFORMANCE CORVETTE. MY CAR RAPIDLY LOSS AIR
27 PRESSURE AT FREEWAY SPEEDS AND THE AIR PRESSURE
28 WARNING LIGHT ACTIVATED IN BOTH OCCASIONS,
WARNING OF THE HAZARDOUS CONDITION.

f. **DATE OF INCIDENT:** February 2, 2018

DATE COMPLAINT FILED: February 6, 2018

NHTSA/ODI ID: 11067302

SUMMARY: I PURCHASED AN OPTIONAL CHROME WHEEL
UPGRADE WHICH WAS DELIVERED WITH NEW VEHICLE.
RIGHT REAR WHEEL CRACKED AND LOST AIR PRESSURE
AFTER 4,000 MILES, LEFT REAR WHEEL CRACKED AND

1 LOST AIR PRESSURE AFTER 6,800 MILES.

- 2
3 g. **DATE OF INCIDENT:** June 11, 2018
4 **DATE COMPLAINT FILED:** July 5, 2018
5 **NHTSA/ODI ID:** 11109750

6 **SUMMARY:** BOTH REAR WHEELS DEVELOPED CRACKS
7 APPROXIMATELY TWO INCHES LONG FROM THE INSIDE
8 EDGE TOWARD THE MIDDLE OF THE WHEEL. THE CRACKS
9 IN BOTH WHEELS WERE SIMILAR IN SIZE AND LOCATION.
MILEAGE WHEN NOTICED WAS 24,000. NUMEROUS
REPORTS OF THE SAME ISSUE ARE BEING REPORTED ON
CORVETTE RELATED WEB SITES.

- 10 h. **DATE OF INCIDENT:** August 4, 2018
11 **DATE COMPLAINT FILED:** September 27, 2018
12 **NHTSA/ODI ID:** 11131995

13 **SUMMARY:** HAD 3 OF THE 4 RIMS BEND, PER THE DEALER
14 DIAGNOSIS, FOR NO APPARENT REASON. CAR HAD 2,000
15 MILES ON IT. IT SEEMS TO BE A SYSTEMIC PROBLEM.
16 THERE ARE MULTIPLE POSTS ABOUT THIS ISSUE, ALONG
WITH THE WHEELS CRACKING FOR NO REASON, AT THE
FOLLOWING INTERNET FORUM;

17 [HTTPS://WWW.CORVETTEFORUM.COM/FORUMS/C7-](HTTPS://WWW.CORVETTEFORUM.COM/FORUMS/C7-GENERAL-DISCUSSION-142/)
18 [GENERAL-DISCUSSION-142/](HTTPS://WWW.CORVETTEFORUM.COM/FORUMS/C7-GENERAL-DISCUSSION-142/)

19 IN MY INSTANCE THE CAR DROVE FINE THE EVENING
20 BEFORE (I'D ACTUALLY PICKED IT UP FROM THE DEALER
21 THE SAME DAY AS THEY REPAIRED ANOTHER ISSUE). GOT
22 IN THE CAR THE NEXT MORNING TO GO TO WORK AND
23 NOTICED THE BAD VIBRATION. I THOUGHT A WHEEL
24 WEIGHT HAD FALLEN OFF. TOOK IT TO THE DEALER AND
AFTER DIAGNOSIS THEY INFORMED ME THAT 3 OF THE 4
RIMS WERE BENT (BOTH PASSENGER SIDE AND DRIVER
REAR).

- 25 i. **DATE OF INCIDENT:** August 5, 2018
26 **DATE COMPLAINT FILED:** October 18, 2018
27 **NHTSA/ODI ID:** 11141268

28 **SUMMARY:** GM IS PUTTING DEFECTIVE WHEELS ON

1 GRAND SPORT AND Z06 CORVETTES. THESE WHEELS WILL
2 NOT WITHSTAND NORMAL DRIVING ON ANY HIGHWAY.
3 THE ISSUE IS THAT THESE WHEELS BEND ON IMPACT, BE
4 IT EXPANSION JOINTS ALONG BRIDGES OR SMALL
IMPERFECTIONS IN THE ROADWAY THAT OTHER CARS
HANDLE EVERY DAY.

5 THE ISSUE IS THAT GM SAYS THESE ARE ROAD HAZARDS
6 AND THEY ARE NOT RESPONSIBLE. THE WHEELS WERE
7 NOT ENGINEERED TO TAKE NORMAL DRIVING ON ROADS
8 ANYWHERE.

9 THIS STARTED IN JUNE AFTER A TRIP I TOOK AND THE CAR
10 PICKED UP A VIBRATION. TOOK IT TO S DEALER AND HE
11 SAID THE WHEELS WERE BENT AND NOT COVERED UNDER
12 WARRANTY AND WOULD SELL ME NEW ONES 2 FRONT
13 WHEELS FOR ABOUT \$1800. I THEN TOOK THE CAR HOME
14 AND TOOK THE FRONT WHEELS OFF AND HAD THEM
15 STRAIGHTENED AT A COST OF \$110 EACH. I THOUGHT
16 THAT TOOK CARE OF THE PROBLEM SO WE DROVE THE
17 CAR ON ANOTHER TRIP TO NOVA SCOTIA, CANADA. WE
WERE ON A TRIP AND LOST AIR IN THE LEFT FRONT TIRE (
PICTURE BELOW) IT HAD WORN ALL THE WAY DOWN
THROUGH ALL THE BELTS DUE TO THE WHEELS BEING
BENT AGAIN. SEE ALL 3 PICTURES.

18 THESE WHEELS ARE A SAFETY HAZARD FOR THESE CARS
19 TO USE ON PUBLIC HIGHWAYS AS THEY DEVELOP CRACKS
20 AND CAUSE SEVERE TIRE WEAR IN SHORT PERIODS OF
TIME.

21 I HAD ANOTHER SET OF BRAND NEW WHEELS AT HOME. I
22 HAD TO COME BACK HOME AND GET THEM AND TAKE
23 THEM BACK TO CANADA TO GET MY CAR HOME. ON THE
24 1700 MILE TRIP BACK THE CAR DEVELOPED A VIBRATION
25 AND WHEN I TOOK IT BACK TO MY TIRE DEALER HE SAID
THAT THE RIGHT FRONT WHEEL WAS BENT.

26 THE BIG ISSUE IS GM DOES NOT TRACK THESE ISSUES IF
27 YOU DO NOT BUY THE NEW WHEELS FROM THEM AND IT
28 GOES UNREPORTED. A FRIEND OF MINE WHO HAS LESS

1 THAN 5000 MILES ON HIS 2019 NEEDS TO BUY 4 WHEELS
2 AND 4 TIRES AND THE DEALER EVEN TOLD US THERE
3 WERE 2 PEOPLE THE WEEK BEFORE THAT HAD BENT RIMS
ON I-71.

- 4 j. **DATE OF INCIDENT:** August 25, 2018
5 **DATE COMPLAINT FILED:** November 2, 2018
6 **NHTSA/ODI ID:** 11145056

7 **SUMMARY:** AFTER DRIVING THE CAR THE TIRE PRESSURE
8 WARNING CAME ON AND WE STARTED NOTICING THE TIRE
9 PRESSURE LEAKING ON THE RIGHT REAR OF MY WIFE
10 GRAND SPORT CORVETTE, THE WHEEL WAS TAKEN OFF TO
11 INVESTIGATE THE CAUSE OF LEAK. IT WAS DISCOVERED
12 THAT THERE WAS A CRACK ALONE THE BEAD RING AREA
13 OF THE INSIDE DRUM AREA OF THE WHEEL. THE
14 DEALERSHIP REFUSED TO COVER UNDER WARRANTY AND
15 DIDN'T OFFER REPAIRS. THE WHEEL WAS TAKEN TO A
16 REPUTABLE WHEEL REPAIR SHOP WITH A GUARANTEE ON
17 THE REPAIR. AFTER DRIVING THE CAR APPROXIMATELY
18 1000 MILE THE SAME WHEEL STARTED TO LEAK AGAIN.
19 AFTER REMOVING THE WHEEL THERE WAS ANOTHER
20 CRACK APPROXIMATELY 180 DEGREES FROM THE
21 REPAIRED CRACK. AFTER REFUSING TO DRIVE THE
22 VEHICLE TO THE DEALERSHIP WITH A CRACKED WHEEL,
23 IT WAS REMOVED FROM THE CAR AND TAKEN TO THE
24 DEALERSHIP AND ALSO CALLED THE GM PRIORITY CARE
25 AT 866-636-2273. GM PRIORITY CARE GAVE ME THE CASE
26 NUMBER 8-4778215369 . THE DEALERSHIP STILL REFUSED
27 TO COVER THE WHEEL UNDER WARRANTY BUT OFFERED
28 TO SELL ME ANOTHER WHEEL FOR \$250. THE VEHICLE
CURRENTLY HAS 19000MILES AND IS MY WIFE'S DAILY
DRIVER FOR WORK. THE CAR HAS NOT BEEN ABUSED OR
INVOLVED IN ANY ACCIDENTS. IT HAS BEEN PAINTED DUE
TO SCRATCHES FROM TORNADO WIND DAMAGE. I TOOK
PICTURES BEFORE THE REPAIR WAS MADE AND
ADDITIONAL PICTURE OF THE SECOND CRACK IN THE
SAME WHEEL. IN MY OPINION THE DEALERSHIP SHOULD
HAVE REPLACED THE WHEEL WHEN THE FIRST CRACK
OCCURRED. NOW I HAVE NO CONFIDENCE IN THE QUALITY
OF THE GRAND SPORT WHEELS AND WILL REFUSE THEIR
OFFER OF GETTING A WHEEL FOR \$250. AFTER CHECKING

1 WITH AN AFTERMARKET WHEEL COMPANY FOR
2 REPLACEMENT WHEELS, THEY NOTIFIED ME THAT GM IS
3 AWARE THERE IS AN ISSUE WITH THE GRAND SPORT
4 WHEEL AND THAT I SHOULD TAKE IT TO THE DEALERSHIP
5 FOR REPLACEMENT. THE CAR IS CURRENTLY NOT SAFE TO
6 DRIVE UNTIL I GET A REPLACEMENT WHEEL. SEE
7 ATTACHED PHOTOS OF THE FIRST AND SECOND CRACK IN
8 THE WHEEL.

9 k. **DATE OF INCIDENT:** September 14, 2018

10 **DATE COMPLAINT FILED:** September 26, 2018

11 **NHTSA/ODI ID:** 11131647

12 **SUMMARY:** WHEN I TOOK THE CAR INTO A DISCOUNT TIRE
13 STORE TO HAVE NEW TIRES PUT ON THE BACK AT ABOUT
14 15,600 MILES ON THE CAR CRACKS WERE FOUND ON THE
15 INSIDE RIM WHERE TIRE BEAD SEALS OF BOTH BACK
16 WHEELS. PROBLEM WAS IMMEDIATELY REPORTED TO
17 DEALER WHO VERIFIED CRACKS, BUT DEALER AND GM
18 REFUSED TO REPLACE UNLESS I PURCHASE NEW WHEELS
19 FOR DISCOUNTED PRICE OF \$1,100.00 FOR REAR WHEELS
20 ONLY. SPOKE WITH REPRESENTATIVES OF GM
21 ENGINEERING AND FOUND PROBLEM IS A KNOWN ISSUE
22 WITH REAR WHEEL CRACKING GOING BACK SEVERAL
23 YEARS WITH CAST CHINA MADE WHEELS ON CORVETTE
24 Z06 AND ZR1 MODELS. I WAS TOLD GM CORVETTE CHIEF
25 ENGINEER HAS POSTED INFORMATION ON THE WHEEL
26 CRACKING PROBLEM ON CORVETTE FORUM AND ONLY
27 WAY TO NOT HAVE WHEEL CRACKING PROBLEM ON
28 REPLACEMENT WHEELS WOULD BE TO NOT DRIVE ON
ROADS WITH BUMPS OR POT HOLES. THEY AGREED THIS
WAS NOT REALISTIC BUT GM STANDS FIRM ON PAYMENT
FOR NEW WHEELS WITH NO ASSURANCE THIS WILL SOLVE
THE PROBLEM. MY COMPLAINT WAS CLOSED AT GM AS
CUSTOMER DECLINED REDUCED PRICE OFFER AND IS
DISSATISFIED. CRACKING WHEELS SHOULD BE A MAJOR
SAFETY CONCERN AND ESPECIALLY WITH CARS THAT
HAVE THIS MUCH POWER TO THE WHEELS AND ARE
CAPABLE OF THE SPEEDS THESE MODEL CARS CAN
OBTAIN. THIS IS TOTALLY IRRESPONSIBLE OF GM TO
ALLOW THIS TO HAPPEN AND NOT RECALL THE WHEELS
AND REPLACE THEM WITH ONES THAT DO NOT CRACK,

1 ESPECIALLY ON CARS WITH SUCH LOW MILEAGE.

2
3 1. **DATE OF INCIDENT:** September 25, 2018

4 **DATE COMPLAINT FILED:** December 17, 2018

5 **NHTSA/ODI ID:** 11161931

6 **SUMMARY:** NOTICED A VIBRATION IN THE CAR AT
7 HIGHWAY SPEEDS. TOOK THE VEHICLE INTO THE DEALER
8 AND WAS TOLD THAT THE WHEEL WAS BENT. SERVICE
9 MANAGER STATED THAT THIS WAS HAPPENING TO MANY
CORVETTES AND WAS DUE TO THE STIFFNESS OF THE TIRE
AND THE WEAKNESS OF THE FACTORY WHEEL. GM HAS
DENIED A CLAIM UNDER WARRANTY.

10 m. **DATE OF INCIDENT:** October 17, 2018

11 **DATE COMPLAINT FILED:** December 13, 2018

12 **NHTSA/ODI ID:** 11161140

13 **SUMMARY:** FOUR REAR WHEELS HAVE CRACKED
14 LEAKING AIR AND HAVE NO EXTERNAL DAMAGE FROM
15 ROAD HAZARDS. TWO WERE REPLACED UNDER THE NEW
16 CAR WARRANTY AND TWO WERE REPLACED UNDER GM'S
17 PURCHASED EXTENDED WARRANTY. THE FIRST ONE,
18 RIGHT REAR, CRACKED ON 11/19/16 WITH 18,843 MILES ON
19 THE CAR. THE SECOND ONE, LEFT REAR, CRACKED ON
20 8/23/17 WITH 24,332 MILES ON THE CAR. THE THIRD
21 ONE, LEFT REAR, CRACKED ON 8/14/18 WITH 34,854 MILES
22 ON THE CAR. THE FOURTH ONE, RIGHT REAR, CRACKED ON
23 10/17/18 WITH 39,501 MILES ON THE CAR. CALLING THE GM
24 HOT LINE I WAS TOLD TO CONTACT MY GM SERVICE
25 DEPARTMENT IN REGARDS TO THIS ISSUE. THEY TOLD ME
26 THE THE WHEEL WAS DESIGNED TO CRACK TO PROTECT
27 THE REAR SUSPENSION !!! THIS IS A HUGE SAFETY ISSUE.
28 WHAT WOULD HAPPEN IF THAT CRACK LEAD TO A WHEEL
FAILURE AT SPEED? I HAVE ALL MY GM SERVICE
STATEMENTS TO BACK THESE FACTS UP. GM NEEDS TO
CORRECT THE PROBLEM!

n. **DATE OF INCIDENT:** October 31, 2018

DATE COMPLAINT FILED: January 5, 2019

NHTSA/ODI ID: 10954629

SUMMARY: CRACKED WHEEL AFTER DRIVING OVER

SMALL POTHOLE ON THE INTERSTATE CAUSING CRACK IN RIM AND SLOW LOSS OF TIRE AIR PRESSURE. CRACK IN REAR WHEEL INBOARD FLANGE, WHEEL WAS NOT BENT OR WARPED.

o. **DATE OF INCIDENT:** November 1, 2018

DATE COMPLAINT FILED: November 14, 2018

NHTSA/ODI ID: 11151459

SUMMARY: TL* THE CONTACT OWNS A 2016 CHEVROLET CORVETTE. THE CONTACT STATED THAT THERE WAS A FAILURE CONCERNING THE REAR OEM FACTORY RIMS. THE CONTACT STATED THAT THE METAL WAS NOT STRUCTURALLY SOUND AND THERE WERE CRACKS IN THE REAR PASSENGER SIDE WHEEL. THE FAILURE LED TO LOW TIRE PRESSURE. THE DEALER (GEORGE MATICK CHEVROLET, 14001 TELEGRAPH RD, REDFORD CHARTER TWP, MI 48239, (313) 531-7100) REPLACED THE OEM FACTORY RIM. THE DEALER ALSO MENTIONED THAT THEY RECEIVED SEVERAL COMPLAINTS FOR THE SAME MODEL, BUT VARIOUS YEARS, CONCERNING THE OEM REAR RIMS CRACKING AND THE LOW TIRE PRESSURE. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS NOT AVAILABLE. *TT *TR

p. **DATE OF INCIDENT:** November 1, 2018

DATE COMPLAINT FILED: November 2, 2018

NHTSA/ODI ID: 11145000

SUMMARY: 2017-2019 CORVETTE GRAND SPORT HAS A HIGH NUMBER OF REPORT INSTANCES OF RIMS CRACKING AND BENDING THAT FORUM MEMBERS FEEL IS NOT NORMAL, NOT DUE TO HITTING POTHOLE OR ANYTHING. I HAD NEVER HIT ANY POTHOLE OR ANYTHING HARD, AND WHILE HAVING MY TIRES CHANGED, THE SHOP SHOWS ME A CRACK IN THE RIM. ON THE BLOG SITE "CORVETTE FORUM", THERE'S NUMEROUS PEOPLE AND PICTURES OF PEOPLE SHOWING THEIR CRACKED OR BENT RIMS. GM IS TELLING PEOPLE THIS IS NORMAL WEAR AND TEAR AND NOT DEALING WITH IT. THIS IS NOT NORMAL. SEVERAL PEOPLE HAVE REPORTED MULTIPLE TIRES BENT OR CRACKED. PLEASE INVESTIGATE. I'M SURE GM DOES NOT HAVE ACCURATE DATA, PEOPLE MOST PEOPLE

1 REPORT THE DEALER TURNS THEIR CLAIM AWAY AS NOT
2 BEING COVERED, SO IT'S NOT GETTING FULLY REPORTED.
3 THIS APPEARS TO BE A PROBLEM ONLY WITH THE GRAND
SPORT MODEL.

4 q. **DATE OF INCIDENT:** December 20, 2018

5 **DATE COMPLAINT FILED:** December 21, 2018

6 **NHTSA/ODI ID:** 11163031

7 **SUMMARY:** I HAD A SLOW LEAK IN A REAR TIRE ON A Z06
8 WHEEL. THE TIRE SHOP FIXED THE LEAK AND INFORMED
9 ME THE WHEEL WAS BENT. THE CAR WAS BOUGHT NEW
10 AND HAS ONLY 2000 MILES ON THE ODO. I CANNOT
11 RECALL HITTING A LARGE POTHOLE OR RUNNING OVER
12 ANYTHING

13 r. **DATE OF INCIDENT:** January 2, 2019

14 **DATE COMPLAINT FILED:** February 13, 2019

15 **NHTSA/ODI ID:** 11179916

16 **SUMMARY:** WE HAVE HAD TO REPAIR THEN REPLACE 2
17 REAR CRACKED RIMS IN THE 1.5 YEARS WE HAVE OWNED
18 THIS VEHICLE. THE FIRST ONE WAS 3 MONTHS AFTER
19 PURCHASING IT AND THE SECOND ONE WAS IN JANUARY
20 2019. AFTER NOTICING BOTH TIMES THAT FIRST THE LEFT
21 TIRE WAS LOSING AIR A HAIRLINE CRACK WAS NOTICED
22 ON THE INSIDE OF THE RIM. WE HAD IT REPAIRED AND IT
23 DID NOT LAST SO FOR SAFETY REASONS WE NEEDED TO
24 REPLACE IT. THE SAME THING HAPPENED WITH THE RIGHT
25 SIDE IN LATE 2018. IT WAS AGAIN SUGGESTED WE REPAIR
26 IT, THEN AGAIN THE REPAIR DID NOT HOLD AND WE
27 NEEDED TO REPLACE.

28 s. **DATE OF INCIDENT:** January 14, 2019

DATE COMPLAINT FILED: January 29, 2019

NHTSA/ODI ID: 11172809

SUMMARY: 2 BENT WHEELS UNDER (BETTER THAN)
NORMAL DRIVING CONDITIONS ON MY 2017 CORVETTE
GRAND SPORT. GARAGE KEPT/COVERED. PRISTINE 2-
YEAR-OLD CAR WITH 7000 MILES. SERVICE DEPT ALERTED
ME TO THE BENDS DURING SCHEDULED MAINTENANCE
AND WHILE INVESTIGATING A PULSING PROBLEM IN THE
FRONT BRAKE ROTORS.

1 THE VEHICLE IS HARDLY EVER DRIVEN, HAS NEVER SEEN
2 ROUGH ROADS/CITY STREETS/BAD WEATHER/ETC. THE
3 VEHICLE HAS NEVER BEEN "TRACKED" OR OTHERWISE
4 ABUSED. THIS IS A "SUMMER ONLY," WEEKEND VEHICLE
5 THAT HAS BEEN IMPECCABLY MAINTAINED.

6 THERE ARE NO VISIBLE SCUFFS/SCRAPES/BENDS/BULGES
7 OR OTHER DAMAGE TO THE TIRES OR WHEELS. NEVER HIT
8 ANY POTHOLE/ROAD HAZARD/DEBRIS, *EVER.*

9 BASED ON RECENT ONLINE RESEARCH AND INFORMATION
10 FROM THE SERVICE MANAGER, I'M NOW CONCERNED
11 THAT THESE WHEELS WILL TOTALLY CRACK OR
12 OTHERWISE DEFORM WHILE DRIVING. THIS IS AN
13 ACCIDENT WAITING TO HAPPEN.

14 AFTER OPENING A CASE (9-5012193448) AND OVER AN
15 HOUR ON THE PHONE, GM HAS DENIED A WARRANTY
16 CLAIM AND WILL NOT FURTHER DISCUSS/ESCALATE THIS
17 ISSUE. GM WOULD NOT PROVIDE A DESCRIPTION OR COPY
18 OF THE METHOD USED TO DETERMINE "DEFECT
19 VS.DAMAGE", OR A WRITTEN COPY OF THE EVALUATION
20 MADE BY THE REGIONAL WARRANTY REP.

21 GM REFUSES TO DISCLOSE ANY INFORMATION
22 REGARDING OTHER INSTANCES OF THIS PROBLEM, WILL
23 NOT REPLACE/REPAIR THE DEFECTIVE WHEELS, AND WILL
24 NOT PAY FOR A SUITABLE/COMPARABLE 3RD PARTY
25 REPLACEMENT.

26 I'VE ALSO READ ABOUT OTHER OWNERS HAVE THE SAME
27 ISSUES VIA THESE LINKS:

28 [HTTPS://WWW.CARANDDRIVER.COM/REVIEWS/A23705281/
2017-CHEVROLET-CORVETTE-GRAND-SPORT-
RELIABILITY/](https://www.caranddriver.com/reviews/a23705281/2017-chevrolet-corvette-grand-sport-reliability/)

[HTTPS://WWW.CORVETTEFORUM.COM/FORUMS/C7-
GENERAL-DISCUSSION/4161059-2018-GRAND-SPORT-
CRACKED-RIM.HTML](https://www.corvetteforum.com/forums/c7-general-discussion/4161059-2018-grand-sport-cracked-rim.html)

1 HTTP://WWW.CARPROBLEMZOO.COM/CHEVROLET/CORVE
2 TTE/WHEEL-PROBLEMS.PHP

- 3 t. **DATE OF INCIDENT:** January 19, 2019
4 **DATE COMPLAINT FILED:** January 21, 2019
5 **NHTSA/ODI ID:** 11171195

6 **SUMMARY:** THE WHEELS ON MY VEHICLE ARE CRACKED
7 ON THE REAR PASSENGER SIDE. I PICKED UP MY (NEW)
8 CAR FROM LAMARQUE AUTO DEALER IN NEW ORLEANS
9 AND DROVE HOME TO BEAUMONT. WHEN I GOT TO
10 BEAUMONT, THE LOW TIRE PRESSURE WARNING CAME
11 ON. SO TODAY (1-21-19) I TOOK CAR TO DISCOUNT TIRE
AND THEY FOUND THAT MY WHEEL IS CRACKED. I
ASSUMING IT CRACKED WHILE DRIVING OVER 200 MILES
ON I-10 HEADED HOME.

- 12 u. **DATE OF INCIDENT:** January 27, 2019
13 **DATE COMPLAINT FILED:** February 20, 2019
14 **NHTSA/ODI ID:** 11181387

15 **SUMMARY:** 2017 CORVETTE GRAND SPORT, PURCHASED IN
16 JUNE OF 2017, ONLY USED ON WEEKEND AND THE
CURRENT MILEAGE IS ONLY 930.

17 JUST NOTICED A VIBRATION IN THE FRONT END WHEN
18 TRAVEL ON HIGHWAY AT SPEED 55+.

19 BRING THE CAR TO THE DEALERSHIP FOR INSPECTION
20 AND THE SERVICE MANAGER INFORM ME ALL 4 WHEELS
HAS BEEN BEND AND NEED TO BE REPLACE.

21 FILE A CASE (9-5019078980) WITH GM CUSTOMER CARE
22 CENTER AND AFTER 1 WEEK, GM CENTER CALLED AND
23 TOLD ME THIS IS NOT COVER UNDER THE FACTORY
24 WARRANTY. VERY DISAPPOINT AND LOOSING TRUST IN
25 GM PRODUCT RELATED TO QUALITY, RELIABILITY AND
SAFETY CONCERN FOR THE CONSUMERS.

26 THIS PROBLEM WITH THE FACTORY WHEEL BENDING OR
27 CRACKING HAS BEEN REPORT AND LISTED IN SEVERAL
28 CORVETTE FORUM AND MOST ARE RELATED TO THE 2017-

2019 GRAND SPORT MODEL.

HOPEFULLY THERE WILL BE AN INVESTIGATION OPEN SOON TO PREVENT ANY FURTHER DAMAGE CAUSING SERIOUS ACCIDENT SIMILAR TO THE AIR BAG PROBLEMS.

v. **DATE OF INCIDENT:** February 22, 2019

DATE COMPLAINT FILED: March 1, 2019

NHTSA/ODI ID: 11183573

SUMMARY: ON OR ABOUT SEPTEMBER 11, 2018 I NOTICED MY RIGHT FRONT TIRE WAS LOW ON AIR. I TOOK IT TO LES SCHWAB TIRE AND THEY REPAIRED A LEAK FROM A SCREW. A COUPLE OF DAYS LATER I NOTICED THE TIRE WAS STILL GOING LOW I TOOK IT BACK AND THEY INFORMED ME THAT IT HAD A CRACKED WHEEL. I PURCHASED A NEW WHEEL FROM CHEVROLET AND HAD LESS SCHWAB INSTALL IT FOR ME . I JUST RECENTLY 2/22/2019 PUT NEW TIRES ON THE CAR AND THE DEALERSHIP NOTED THE BRAND NEW WHEEL I PUT ON THE RIGHT REAR HAS CRACKS IN IT NOW AS WELL AS THE LEFT REAR WHEEL WHICH IS LOSING AIR. THESE WHEELS ARE EXPENSIVE I BELIEVE THEY RETAIL FOR \$800 EACH AT THE DEALER AND ARE DEFECTIVE AND DANGEROUS. MOST OF OUR MILES ARE HIGHWAY MILES DRIVING BETWEEN SAN JOSE CALIFORNIA AND ELK GROVE CALIFORNIA BETWEEN MY OFFICES.

w. **DATE OF INCIDENT:** March 1, 2019

DATE COMPLAINT FILED: March 2, 2019

NHTSA/ODI ID: 11183598

SUMMARY: FACTORY WHEELS CRACKED FROM NORMAL DRIVING ON THE INNER LIP, TIRE MECHANIC ADVISED HE'S SEEN MANY OF THESE ON THE Z06 WHEELS AND IT'S A KNOWN PROBLEM HOWEVER GM WON'T COVER THE DEFECTIVE WHEELS UNDER WARRANTY. THE CRACKED WHEEL CAUSES A SLOW LEAK END EVENTUALLY CAN BREAK IF GONE UNDETECTED RESULTING IN A LOSS OF CONTROL OF THE VEHICLE.

x. **DATE OF INCIDENT:** March 18, 2019

DATE COMPLAINT FILED: April 10, 2019

NHTSA/ODI ID: 11195307

SUMMARY: CORVETTE REAR WHEEL WAS LOSING AIR SO INSPECTED TIRES AND FOUND NO HOLES. WENT TO CORVETTE FORUM TO LEARN THIS IS A KNOWN PROBLEM ON Z06 AND GRAND SPORTS. SEEMS GM HAS A PROBLEM WITH CRACKING. MY CRACK IS EXACTLY WHAT THE FORUM MEMBERS HAVE. HAIRLINE CRACK IN THE RIM ON THE NON-HUB SIDE. THIS IS A SAFETY ISSUE AS THE RIM COULD COME APART AT SPEED AND CAUSE A SERIOUS ACCIDENT. I HAVE NO OTHER DAMAGE TO THE WHEEL AND HAVE NOT HAD ANY CURB DAMAGE. I BABY THIS CAR AND THE SAME CRACK THAT MANY OTHERS HAVE EXPERIENCED APPEAR.

Customer Complaints on Third-Party Websites

50. Consumers similarly complained about the defect on various online forums. Below are some examples.

- a. **August 31, 2017:** There have been a lot of reports of stock wheels bending on Grand Sports and Z06s here lately, and I've had one of my own front wheels bend on a brand new Grand Sport. In my situation, there was absolutely no damage, scratch or even a mark anywhere - the wheel just went out of round with less than 1000 miles on the car.

Why is this happening, is Chevy aware of this happening on more than an isolated occurrence, and what is being done to remedy the situation? Will you improve the strength of these Chinese-made wheels and offer a recall/replacement? (*Available at*

<https://www.corvetteforum.com/forums/ask-tadge/4036656-asked-grand-sport-z06-wheels-bending.html>)

- b. **September 13, 2017:** I have 3 bent and one broken wheel and have never hit anything hard enough to do this kind of damage. Dealer did not diagnose the problem however did tell me to stop driving in sport mode. (*Id.*)
- c. **September 20, 2017:** In for a response. We have had a few customers and a trade-in (all C7 Z's) with 3 or 4 bent wheels per car. Thankfully we have sourced a company that will repair the wheels, much cheaper than replacing. This is clearly a defect if this is as

1 common as it seems. (*Id.*)

- 2
- 3 d. **October 20, 2017:** I have several [bent] rims, probably seven, I'll
- 4 have to count all of them. They are all in the rear and none of them
- 5 were from hitting anything that is worse than any other expansion
- 6 joint or imperfection in the road. I'm very careful not to hit potholes.
- 7 The roads I travel on are actually in very good shape. (*available at*
- 8 [https://www.corvetteforum.com/forums/c7-general-](https://www.corvetteforum.com/forums/c7-general-discussion/4056471-have-you-had-a-wheel-bend.html#post1595799836)
- 9 [discussion/4056471-have-you-had-a-wheel-](https://www.corvetteforum.com/forums/c7-general-discussion/4056471-have-you-had-a-wheel-bend.html#post1595799836)
- 10 [bend.html#post1595799836](https://www.corvetteforum.com/forums/c7-general-discussion/4056471-have-you-had-a-wheel-bend.html#post1595799836))
- 11
- 12 e. **October 20, 2017:** Five bent wheels within the first 2,700 miles.
- 13 Currently have 6,700 miles on my C7Z. All were bent on public
- 14 streets. The first four were all bent at the same time from a pothole
- 15 that was kind of hidden in the shadows and I tried to straddle at
- 16 about 35 mph, it didn't work. The fifth was a very minor bump
- 17 coming off a freeway bridge at 55 mph. Couldn't feel any vibration
- 18 until 45+ mph with any of these. (*Id.*)
- 19
- 20 f. **October 22, 2017:** Fast forward several months, I return to the same
- 21 dealership regarding the vibration issue which had gotten
- 22 progressively worse. At that time, the dealership informed me that all
- 23 four rims were bent. I've since heard that driving in Sport mode
- 24 could result in bent wheels. Available at (*Id.*)
- 25
- 26 g. **May 8, 2018:** Yes...I have just been informed by my dealer that My
- 27 C7 Z06 has two bent wheels.
- 28 They caused the car to have a rhythmic vibration. Only 3000 miles and
- no evidence of damage and I have no recollection of any road hazards
- hit. I noticed the vibration right after taking a very hard off ramp ! (*Id.*)
- h. **June 20, 2018:** 2 front wheels bent on a 2017 GS. (*Id.*)
- i. **June 20, 2018:** I took my 2017 GS in today for a vibration. They say
- all four wheels are bent! (*Id.*)
- j. **June 24, 2018:** I had a shimmy in the steering wheel on my 2017 GS.
- It seems I had 3 bent wheels and a cracked wheel. Insurance company
- purchased through the dealer is being a real pain. They want to give
- me a \$650 wheel for the one that was cracked even though the GM

price is over \$900 for the Chrome clad. The other 3 have been straightened and are perfect. Now to fight for a GM wheel and an alignment.... (*Id.*)

- k. **June 27, 2018:** The verdict is in, they tell me that 3 of the wheels are BENT?!? I haven't even hit as much as a pothole and 3 of the 4 wheels are bent?!?! WTF?!?!?

The LR wheel and both Right (Front and Rear) are bent according to the dealer. They said that one of the right ones, I'm so pissed I don't even remember which one they told me, was so bent that you didn't have to spin it to see it. And OF COURSE they are not covered under warranty. (*Id.*)

- l. **June 28, 2018:** 2018 GS had all 4 wheels bent and a cracked one also, I believe from potholes at highway speeds. Drove it from Maryland to Colorado. Put new Z06 style wheels on and waiting for an answer from the T&W insurance. Couldn't wait for them to make a decision and not drive my car. Now it rides fantastic. (*Id.*)

- m. **October 11, 2018:** I have a 2017 GrandSport Corvette, 10K miles. Purchased 10/20/17. I have bent a total of 6 rims. First 2 rims were bent in May. All 4 rims were bent in June.

My insurance replaced the first 2 bent rims with new ones. I hit a small pothole on the highway. I was shock that the rims bent so easy. The next month I bent all 4 rims, paid \$700 to get the 4 bent rims straighten, trying to save money. The 4 rims later kept re-bending so I lost my money. I ended up just purchasing forged rims from Cray. I have owned 3 corvettes; I have never bent rims until I purchased this car. Corvette should be ashamed of themselves putting cheap rims on a car that cost this much money. All the C7 (GS, Z06) owners should get together to file a case action suit against them. That is the only way to get someone to listen. (*Id.*)

- n. **November 16, 2018:** Three bent GS wheels. Don't use Sport mag ride setting anymore. One wheel straightened and bent again. Dealer (Penske) wouldn't cover it. Replacement wheel from Midwest \$ 485 + shipping each. These wheels are noodles! (*Id.*)

- o. **November 16, 2018:** My 4 bent rims had no tire damage, all rims were bent on inside bead, no rim damage other than being egg shaped, no

1 tire or rim damage tells me the rims are not up to what roads in the
2 USA are like. (*Id.*)

3 p. **November 16, 2018:** Bought my 2016 Z with 30K miles and a cracked
4 rear wheel was found at inspection. (*Id.*)

5 q. **November 26, 2018:** Left Rear, Right Front, and Right Rear, on a
6 Grand Sport Collector Edition. (*Id.*)

7 51. GM had superior and exclusive knowledge of the Rim Defect and
8 knew or should have known that the defect was not known or reasonably
9 discoverable by Plaintiff and Class Members before they purchased or leased the
10 Class Vehicles.

11 52. Plaintiff is informed and believes and based thereon alleges that
12 before Plaintiff purchased his respective Class Vehicles, and since 2015, GM
13 knew about the Rim Defect through sources not available to consumers,
14 including pre-release testing data, early consumer complaints to GM and its
15 dealers, testing conducted in response to those complaints, high failure rates and
16 replacement part sales data, and other aggregate data from GM dealers about the
17 problem.

18 53. GM is experienced in the design and manufacture of consumer
19 vehicles. As an experienced manufacturer, GM conducts tests, including pre-sale
20 durability testing, on incoming components, including the wheels, to verify the
21 parts are free from defect and align with GM's specifications.⁶ Thus, GM knew
22 or should have known that the subject wheels were defective and prone to put
23 drivers in a dangerous position due to the inherent risk of the defect.

24 54. Additionally, GM should have learned of this widespread defect

25 ⁶ Akweli Parker, *How Car Testing Works*, HOWSTUFFWORKS.COM,
26 [http://auto.howstuffworks.com/car-driving-safety/safety-regulatory-devices/car-](http://auto.howstuffworks.com/car-driving-safety/safety-regulatory-devices/car-testing.htm)
27 [testing.htm](http://auto.howstuffworks.com/car-driving-safety/safety-regulatory-devices/car-testing.htm) ("The idea behind car testing is that it allows manufactures to work out
28 all the kinks and potential problems of a model before it goes into full
production.") (last viewed September 11, 2017).

1 from the sheer number of reports received from dealerships and from customer
2 complaints directly to GM. GM's customer relations department collects and
3 analyzes field data including, but not limited to, repair requests made at
4 dealerships, technical reports prepared by engineers who have reviewed vehicles
5 for which warranty coverage is being requested, parts sales reports, and warranty
6 claims data.

7 55. Defendant's warranty department similarly analyzes and collects
8 data submitted by its dealerships in order to identify trends in its vehicles. It is
9 Defendant's policy that when a repair is made under warranty the dealership
10 must provide GM with detailed documentation of the problem and the fix
11 employed to correct it. Dealerships have an incentive to provide detailed
12 information to GM, because they will not be reimbursed for any repairs unless
13 the justification is sufficiently detailed.

14 56. The existence of the Rim Defect is a material fact that a reasonable
15 consumer would consider when deciding whether to purchase or lease a Class
16 Vehicle. Had Plaintiff and other Class Members known of the Rim Defect, they
17 would have paid less for the Class Vehicles or would not have purchased or
18 leased them.

19 57. Reasonable consumers, like Plaintiff, reasonably expect that a
20 vehicle's wheels are safe, will function in a manner that will not pose a safety
21 risk, and are free of defects. Plaintiff and Class Members further reasonably
22 expect that GM will not sell or lease vehicles with known safety defects, such as
23 the Rim Defect, and will disclose any such defects to its consumers when it
24 learns of them. They did not expect GM to fail to disclose the Rim Defect to
25 them and to continually deny it.

26 **GM Has Actively Concealed the Rim Defect**

27 58. Despite its knowledge of the Rim Defect in the Class Vehicles, GM
28

1 actively concealed the existence and nature of the defect from Plaintiff and Class
 2 Members. Specifically, GM failed to disclose or actively concealed at and after
 3 the time of purchase, lease, or repair:

- 4 (a) any and all known material defects or material nonconformity
 5 of the Class Vehicles, including the defects pertaining to the
 6 wheels;
- 7 (b) that the Class Vehicles, including the wheels, were not in
 8 good in working order, were defective, and were not fit for
 9 their intended purposes; and
- 10 (c) that the Class Vehicles and the wheels were defective, despite
 11 the fact that GM learned of such defects as early as 2015.

12 59. As discussed above, GM monitors its customers' discussions on
 13 online forums such as www.corvetteforum.com, and actively concealed the
 14 defect but by denying that there had been a "rash" of wheel failures, denying the
 15 existence of a defect, and blaming the customers for the problems.

16 60. When consumers present their Class Vehicles to an authorized GM
 17 dealer for rim repairs or replacements, GM refuses to honor the 3-year, 36,000-
 18 mile warranty, telling the customers that the rim failures are the customers' fault.

19 61. Accordingly, despite GM's knowledge of the Rim Defect, GM has
 20 caused Class Members to expend money at its dealerships to diagnose, repair or
 21 replace the Class Vehicles' rims.

22 **CLASS ACTION ALLEGATIONS**

23 62. Plaintiff brings this lawsuit as a class action on behalf of himself
 24 and all others similarly situated as members of the proposed Class pursuant to
 25 Federal Rules of Civil Procedure 23(a) and 23(b)(3). This action satisfies the
 26 numerosity, commonality, typicality, adequacy, predominance, and superiority
 27 requirements of those provisions.
 28

63. The Class and Sub-Class are defined as:

Class: All individuals in the United States who purchased or leased any 2015 to present Chevrolet Corvette Z06 or 2017 to present Chevrolet Corvette Grand Sport vehicle.

California Sub-Class: All members of the Class who reside in the State of California.

CLRA Sub-Class: All members of the California Sub-Class who are “consumers” within the meaning of California Civil Code § 1761(d).

Implied Warranty Sub-Class: All members of the Class who purchased or leased their vehicles in the State of California.

64. Excluded from the Class and Sub-Classes are: (1) Defendant, any entity or division in which Defendant has a controlling interest, and their legal representatives, officers, directors, assigns, and successors; (2) the Judge to whom this case is assigned and the Judge’s staff; (3) any Judge sitting in the presiding state and/or federal court system who may hear an appeal of any judgment entered; and (4) those persons who have suffered personal injuries as a result of the facts alleged herein. Plaintiff reserves the right to amend the Class and Sub-Class definitions if discovery and further investigation reveal that the Class and Sub-Class should be expanded or otherwise modified.

65. **Numerosity:** Although the exact number of Class Members is uncertain and can only be ascertained through appropriate discovery, the number is great enough such that joinder is impracticable. The disposition of the claims of these Class Members in a single action will provide substantial benefits to all parties and to the Court. The Class Members are readily identifiable from information and records in Defendant’s possession, custody, or control, as well as from records kept by the Department of Motor Vehicles.

1 66. Typicality: Plaintiff's claims are typical of the claims of the Class in
2 that Plaintiff, like all Class Members, purchased or leased a Class Vehicle
3 designed, manufactured, and distributed by GM. The representative Plaintiff, like
4 all Class Members, has been damaged by Defendant's misconduct in that they
5 have incurred or will incur the cost of repairing or replacing the defective
6 wheels. Furthermore, the factual bases of GM's misconduct are common to all
7 Class Members and represent a common thread resulting in injury to the Class.

8 67. Commonality: There are numerous questions of law and fact
9 common to Plaintiff and the Class that predominate over any question affecting
10 Class Members individually. These common legal and factual issues include the
11 following:

- 12 (a) Whether Class Vehicles suffer from defects relating to the
13 wheels;
- 14 (b) Whether the defects relating to the wheels constitute an
15 unreasonable safety risk;
- 16 (c) Whether Defendant knows about the defects pertaining to the
17 wheels and, if so, how long Defendant has known of the
18 defect;
- 19 (d) Whether the defective nature of the wheels constitutes a
20 material fact;
- 21 (e) Whether Defendant has a duty to disclose the defective nature
22 of the wheels to Plaintiff and Class Members;
- 23 (f) Whether Plaintiff and the other Class Members are entitled to
24 equitable relief, including a preliminary and/or permanent
25 injunction;
- 26 (g) Whether Defendant knew or reasonably should have known of
27 the defects pertaining to the wheels before it sold and leased
28

1 Class Vehicles to Class Members;

2 (h) Whether Defendant should be declared financially responsible
3 for notifying the Class Members of problems with the Class
4 Vehicles and for the costs and expenses of repairing and
5 replacing the defective wheels;

6 (i) Whether Defendant is obligated to inform Class Members of
7 their right to seek reimbursement for having paid to diagnose,
8 repair, or replace their defective wheels;

9 (j) Whether Defendant breached the implied warranty of
10 merchantability pursuant to the Magnuson-Moss Warranty
11 Act;

12 (k) Whether Defendant breached the implied warranty of
13 merchantability pursuant to the Song-Beverly Act;

14 (l) Whether Defendant breached its express warranties under
15 UCC section 2301; and

16 (m) Whether Defendant breached written warranties pursuant to
17 the Magnuson-Moss Warranty Act.

18 68. Adequate Representation: Plaintiff will fairly and adequately protect
19 the interests of the Class Members. Plaintiff have retained attorneys experienced
20 in the prosecution of class actions, including consumer and product defect class
21 actions, and he intends to prosecute this action vigorously.

22 69. Predominance and Superiority: Plaintiff and Class Members have all
23 suffered and will continue to suffer harm and damages as a result of Defendant's
24 unlawful and wrongful conduct. A class action is superior to other available
25 methods for the fair and efficient adjudication of the controversy. Absent a class
26 action, most Class Members would likely find the cost of litigating their claims
27 prohibitively high and would therefore have no effective remedy. Because of the
28

1 relatively small size of the individual Class Members' claims, it is likely that
 2 only a few Class Members could afford to seek legal redress for Defendant's
 3 misconduct. Absent a class action, Class Members will continue to incur
 4 damages, and Defendant's misconduct will continue without remedy or relief.
 5 Class treatment of common questions of law and fact would also be a superior
 6 method to multiple individual actions or piecemeal litigation in that it will
 7 conserve the resources of the courts and the litigants and promote consistency
 8 and efficiency of adjudication.

9 **FIRST CAUSE OF ACTION**

10 **(Violation of California's Consumers Legal Remedies Act,** 11 **California Civil Code § 1750, *et seq.*)**

12 70. Plaintiff incorporates by reference the allegations contained in the
 13 preceding paragraphs of this Complaint.

14 71. Plaintiff brings this cause of action on behalf of himself and the
 15 CLRA Sub-Class.

16 72. Defendant is a "person" as defined by California Civil Code
 17 § 1761(c).

18 73. Plaintiff and CLRA Sub-class Members are "consumers" within the
 19 meaning of California Civil Code § 1761(d) because they purchased their Class
 20 Vehicles primarily for personal, family, or household use.

21 74. By failing to disclose and concealing the defective nature of the
 22 wheels from Plaintiff and prospective Class Members, Defendant violated
 23 California Civil Code § 1770(a), as it represented that the Class Vehicles and
 24 their wheels had characteristics and benefits that they do not have and
 25 represented that the Class Vehicles and their wheels were of a particular
 26 standard, quality, or grade when they were of another. *See* Cal. Civ. Code §§
 27 1770(a)(5) & (7).
 28

1 75. Defendant's unfair and deceptive acts or practices occurred
2 repeatedly in Defendant's trade or business, were capable of deceiving a
3 substantial portion of the purchasing public, and imposed a serious safety risk on
4 the public.

5 76. Defendant knew that the Class Vehicles and their wheels suffered
6 from an inherent defect, were defectively designed, and were not suitable for
7 their intended use.

8 77. Because of their reliance on Defendant's omissions, owners and/or
9 lessees of the Class Vehicles, including Plaintiff, suffered an ascertainable loss
10 of money, property, and/or value of their Class Vehicles. Additionally, because
11 of the Rim Defect, Plaintiff and Class Members were harmed and suffered actual
12 damages in that the Class Vehicles' wheels are substantially certain to fail before
13 their expected useful life has run.

14 78. Defendant was under a duty to Plaintiff and Class Members to
15 disclose the defective nature of the wheels and/or the associated repair costs
16 because:

- 17 (a) Defendant was in a superior position to know the true state of
18 facts about the safety defect in the Class Vehicles' wheels;
19 (b) Plaintiff and Class Members could not reasonably have been
20 expected to learn or discover that their wheels had a
21 dangerous safety defect until it manifested; and
22 (c) Defendant knew that Plaintiff and Class Members could not
23 reasonably have been expected to learn of or discover the
24 safety defect.

25 79. In failing to disclose the defective nature of wheels, Defendant
26 knowingly and intentionally concealed material facts and breached its duty not to
27 do so.
28

1 80. The facts Defendant concealed from or failed to disclose to Plaintiff
2 and Class Members are material in that a reasonable consumer would have
3 considered them to be important in deciding whether to purchase or lease the
4 Class Vehicles or pay less. Had Plaintiff and Class Members known that the
5 Class Vehicles' wheels were defective, they would not have purchased or leased
6 the Class Vehicles or would have paid less for them.

7 81. Plaintiff and Class Members are reasonable consumers who do not
8 expect the wheels installed in their vehicles to exhibit problems such as the Rim
9 Defect. This is the reasonable and objective consumer expectation relating to a
10 vehicle's wheels.

11 82. Because of Defendant's conduct, Plaintiff and Class Members were
12 harmed and suffered actual damages in that, on information and belief, the Class
13 Vehicles experienced and will continue to experience problems such as the Rim
14 Defect.

15 83. As a direct and proximate result of Defendant's unfair or deceptive
16 acts or practices, Plaintiff and Class Members suffered and will continue to
17 suffer actual damages.

18 84. Plaintiff and the Class are entitled to equitable relief.

19 85. Plaintiff provided Defendant with notice of its violations of the
20 CLRA pursuant to California Civil Code § 1782(a). If Defendant fails to provide
21 appropriate relief for its violations of the CLRA within 30 days, Plaintiff will
22 seek monetary, compensatory, and punitive damages.

23 **SECOND CAUSE OF ACTION**

24 **(Violation of California Business & Professions Code § 17200, *et seq.*)**

25 86. Plaintiff incorporates by reference the allegations contained in the
26 preceding paragraphs of this Complaint.

27 87. Plaintiff brings this cause of action on behalf of himself and the
28

1 California Sub-Class.

2 88. Because of their reliance on Defendant's omissions, owners and/or
3 lessees of the Class Vehicles, including Plaintiff, suffered an ascertainable loss
4 of money, property, and/or value of their Class Vehicles. Additionally, because
5 of the Rim Defect, Plaintiff and Class Members were harmed and suffered actual
6 damages in that the Class Vehicles' wheels are substantially certain to fail before
7 their expected useful life has run.

8 89. California Business & Professions Code § 17200 prohibits acts of
9 "unfair competition," including any "unlawful, unfair or fraudulent business act
10 or practice" and "unfair, deceptive, untrue or misleading advertising."

11 90. Plaintiff and Class Members are reasonable consumers who do not
12 expect their wheels to warp and crack.

13 91. Defendant knew the Class Vehicles and their wheels were
14 defectively designed or manufactured, would fail prematurely, and were not
15 suitable for their intended use.

16 92. In failing to disclose the Rim Defect, Defendant has knowingly and
17 intentionally concealed material facts and breached its duty not to do so.

18 93. Defendant was under a duty to Plaintiff and Class Members to
19 disclose the defective nature of the Class Vehicles and their wheels because:

20 (a) Defendant was in a superior position to know the true state of
21 facts about the safety defect in the Class Vehicles' wheels;
22 and

23 (b) Defendant actively concealed the defective nature of the Class
24 Vehicles and their wheels from Plaintiff and the Class.

25 94. The facts Defendant concealed from or failed to disclose to Plaintiff
26 and Class Members are material in that a reasonable person would have
27 considered them to be important in deciding whether to purchase or lease Class
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1 Vehicles. Had they known of the Rim Defect, Plaintiff and the other Class
2 Members would have paid less for Class Vehicles equipped with the subject
3 wheels or would not have purchased or leased them at all.

4 95. Defendant continued to conceal the defective nature of the Class
5 Vehicles and their wheels even after Class Members began to report problems.

6 96. Defendant's conduct was and is likely to deceive consumers.

7 97. Defendant's acts, conduct, and practices were unlawful, in that they
8 constituted:

- 9 (a) Violations of California's Consumers Legal Remedies Act;
- 10 (b) Violations of the Song-Beverly Consumer Warranty Act;
- 11 (c) Violations of the Magnuson-Moss Warranty Act; and
- 12 (d) Breach of Express Warranty under California Commercial
13 Code section 2313.

14 98. By its conduct, Defendant has engaged in unfair competition and
15 unlawful, unfair, and fraudulent business practices.

16 99. Defendant's unfair or deceptive acts or practices occurred
17 repeatedly in Defendant's trade or business and were capable of deceiving a
18 substantial portion of the purchasing public.

19 100. As a direct and proximate result of Defendant's unfair and deceptive
20 practices, Plaintiff and Class Members have suffered and will continue to suffer
21 actual damages.

22 101. Defendant has been unjustly enriched and should be required to
23 make restitution to Plaintiff and the Class pursuant to §§ 17203 and 17204 of the
24 Business & Professions Code.

THIRD CAUSE OF ACTION

(Breach of Implied Warranty Pursuant to Song-Beverly

Consumer Warranty Act, California Civil Code §§ 1792 and 1791.1, *et seq.*)

102. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

103. Plaintiff brings this cause of action against Defendant on behalf of himself and the Implied Warranty Sub-Class.

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

105. Defendant provided Plaintiff and Class Members with an implied warranty that the Class Vehicles and their components and parts 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 because, *inter alia*, the Class Vehicles and their wheels suffered from an inherent defect at the time of sale and thereafter and are not fit for their particular purpose of providing safe and reliable transportation.

106. Defendant impliedly warranted that the Class Vehicles were of merchantable quality and fit for their intended use. This implied warranty included, among other things: (i) a warranty that the Class Vehicles and their wheels, which were manufactured, supplied, distributed, and/or sold by GM, would provide safe and reliable transportation; and (ii) a warranty that the Class Vehicles and their wheels would be fit for their intended use.

107. Contrary to the applicable implied warranties, the Class Vehicles and their wheels at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Plaintiff and Class Members with reliable,

1 durable, and safe transportation. Instead, the Class Vehicles are defective,
2 including the defective wheels.

3 108. The alleged Rim Defect is inherent and was present in each Class
4 Vehicle at the time of sale.

5 109. Because of Defendant's breach of the applicable implied warranties,
6 owners and/or lessees of the Class Vehicles suffered an ascertainable loss of
7 money, property, and/or value of their Class Vehicles. Additionally, because of
8 the Rim Defect, Plaintiff and Class Members were harmed and suffered actual
9 damages in that the Class Vehicles' wheels are substantially certain to fail before
10 their expected useful life has run.

11 110. Defendant's actions, as complained of herein, breached the implied
12 warranty that the Class Vehicles were of merchantable quality and fit for such
13 use in violation of California Civil Code §§ 1792 and 1791.1.

14 **FOURTH CAUSE OF ACTION**

15 **(For Breach of Express Warranty)**

16 111. Plaintiff incorporates by reference the allegations contained in the
17 preceding paragraphs of this Complaint.

18 112. Plaintiff brings this cause of action on behalf of himself and on
19 behalf of the Class, or, Alternatively, the California Sub-class, against
20 Defendant.

21 113. Defendant provided all purchasers and lessees of the Class Vehicles
22 with an express warranty described *infra*, which became a material part of the
23 bargain. Accordingly, Defendant's express warranty is an express warranty
24 under California law.

25 114. The wheels were manufactured and/or installed in the Class
26 Vehicles by Defendant and are covered by the express warranty.

27 115. In a section entitled "What is Covered," Defendant's express
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1 warranty provides in relevant part that “The warranty covers repairs to correct
2 any vehicle defect, not slight noise, vibrations, or other normal characteristics of
3 the vehicle due to materials or workmanship occurring during the warranty
4 period.” The warranty further provides that “Warranty repairs, including,
5 including towing, parts, and labor, will be made at no charge” and “[t]o obtain
6 warranty repairs, take the vehicle to a Chevrolet dealer facility within the
7 warranty period and request the needed repairs.”

8 116. According to GM, the “Bumper-to-Bumper (Includes Tires)
9 Coverage is for the first 3 years or 36,000 miles, whichever comes first.”

10 117. Defendant breached the express warranties by selling and leasing
11 Class Vehicles with wheels that were defective, requiring repair or replacement
12 within the warranty period, and refusing to honor the express warranty by
13 repairing or replacing, free of charge, the wheels. In addition, when Defendant
14 did agree to pay a portion of the costs, Defendant nevertheless breached the
15 express warranty by simply replacing Plaintiff’s and Class Members’ defective
16 wheels with similarly defective wheels, thus failing to “repair” the defect.

17 118. Plaintiff was not required to notify GM of the breach or was not
18 required to do so because affording GM a reasonable opportunity to cure its
19 breach of written warranty would have been futile. Defendant was also on notice
20 of the defect from complaints and service requests it received from Class
21 Members, from repairs and/or replacements of the wheels, and from other
22 internal sources.

23 119. As a direct and proximate cause of Defendant’s breach, Plaintiff and
24 the other Class Members have suffered, and continue to suffer, damages,
25 including economic damages at the point of sale or lease. Additionally, Plaintiff
26 and the other Class Members have incurred or will incur economic damages at
27 the point of repair in the form of the cost of repair.
28

1 120. Plaintiff and the other Class Members are entitled to legal and
2 equitable relief against Defendant, including actual damages, consequential
3 damages, specific performance, attorneys' fees, costs of suit, and other relief as
4 appropriate.

5 **FIFTH CAUSE OF ACTION**

6 **(Breach of Written Warranty under the Magnuson-Moss Warranty Act,**
7 **15 U.S.C. § 2303 *et seq.*)**

8 121. Plaintiff incorporates by reference the allegations contained in the
9 preceding paragraphs of this Complaint.

10 122. Plaintiff brings this cause of action on behalf of himself and the
11 Class against Defendant.

12 123. The Class Vehicles are a "consumer product" within the meaning of
13 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

14 124. Plaintiff and Class Members are "consumers" within the meaning of
15 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

16 125. Defendant is a "supplier" and "warrantor" within the meaning of the
17 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

18 126. Defendant's express warranty is a "written warranty" within the
19 meaning of 15 U.S.C. § 2301(6).

20 127. As set forth *supra* and incorporated by reference, Defendant
21 extended a 36-month, 36,000 mile Bumper-to-Bumper warranty.

22 128. Defendant breached the express warranties by selling and leasing
23 Class Vehicles with wheels that were defective, requiring repair or replacement
24 within the warranty period, and refusing to honor the express warranty by
25 repairing or replacing, free of charge, the wheels. In addition, when Defendant
26 did agree to pay a portion of the costs, Defendant nevertheless breached the
27 express warranty by simply replacing Plaintiff's and Class Members' defective
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1 wheels with similarly defective wheels, thus failing to “repair” the defect.

2 129. Defendant’s breach of the express warranties has deprived the
3 Plaintiff and Class members of the benefit of their bargain.

4 130. Defendant’s breach of express warranties has deprived Plaintiff and
5 Class Members of the benefit of their bargain.

6 131. The amount in controversy of Plaintiff’s individual claims meets or
7 exceeds the sum or value of \$25,000. In addition, the amount in controversy
8 meets or exceeds the sum or value of \$50,000 (exclusive of interests and costs)
9 computed on the basis of all claims to be determined in this suit.

10 132. Defendant has been afforded a reasonable opportunity to cure its
11 breach, including when Plaintiff and Class Members brought their vehicles in for
12 diagnoses and repair of the wheels.

13 133. As a direct and proximate cause of Defendant’s breach of written
14 warranties, Plaintiff and Class Members sustained and incurred damages and
15 other losses in an amount to be determined at trial. Defendant’s conduct
16 damaged Plaintiff and Class Members, who are entitled to recover actual
17 damages, consequential damages, specific performance, diminution in value,
18 costs, attorneys’ fees, and/or other relief as appropriate.

19 **SIXTH CAUSE OF ACTION**

20 **(Breach of Implied Warranty under the Magnuson-Moss Warranty Act,**
21 **15 U.S.C. § 2303 *et seq.*)**

22 134. Plaintiff incorporates by reference the allegations contained in the
23 preceding paragraphs of this Complaint.

24 135. Plaintiff brings this cause of action on behalf of himself and the
25 Class against Defendant.

26 136. The Class Vehicles are a “consumer product” within the meaning of
27 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).
28

1 137. Plaintiff and Class Members are “consumers” within the meaning of
2 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

3 138. Defendant is a “supplier” and “warrantor” within the meaning of the
4 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

5 139. GM impliedly warranted that the Class Vehicles were of
6 merchantable quality and fit for use. This implied warranty included, among
7 other things: (i) a warranty that the Class Vehicles and their wheels were
8 manufactured, supplied, distributed, and/or sold by GM would provide safe and
9 reliable transportation; and (ii) a warranty that the Class Vehicles and their
10 wheels would be fit for their intended use while the Class Vehicles were being
11 operated.

12 140. Contrary to the applicable implied warranties, the Class Vehicles
13 and their wheels at the time of sale and thereafter were not fit for their ordinary
14 and intended purpose of providing Plaintiff and Class Members with reliable,
15 durable, and safe transportation. Instead, the Class Vehicles are defective,
16 including the defective design of their wheels.

17 141. Defendant’s breach of implied warranties has deprived Plaintiff and
18 Class Members of the benefit of their bargain.

19 142. The amount in controversy of Plaintiff’s individual claims meets or
20 exceeds the sum or value of \$25,000. In addition, the amount in controversy
21 meets or exceeds the sum or value of \$50,000 (exclusive of interests and costs)
22 computed on the basis of all claims to be determined in this suit.

23 143. Defendant has been afforded a reasonable opportunity to cure its
24 breach, including when Plaintiff and Class Members brought their vehicles in for
25 diagnoses and repair of the wheels.

26 144. As a direct and proximate cause of Defendant’s breach of implied
27 warranties, Plaintiff and Class Members sustained and incurred damages and
28

1 other losses in an amount to be determined at trial. Defendant's conduct
2 damaged Plaintiff and Class Members, who are entitled to recover actual
3 damages, consequential damages, specific performance, diminution in value,
4 costs, attorneys' fees, and/or other relief as appropriate.

5 145. Because of Defendant's violations of the Magnuson-Moss Warranty
6 Act as alleged herein, Plaintiff and Class Members have incurred damages.

7 **SEVENTH CAUSE OF ACTION**

8 **(For Unjust Enrichment)**

9 146. Plaintiff incorporates by reference the allegations contained in the
10 preceding paragraphs of this Complaint.

11 147. Plaintiff brings this cause of action on behalf of himself and the
12 Class.

13 148. As a direct and proximate result of Defendant's failure to disclose
14 known defects, Defendant has profited through the sale and lease of the Class
15 Vehicles. Although these vehicles are purchased through Defendant's agents,
16 the money from the vehicle sales flows directly back to Defendant.

17 149. Additionally, as a direct and proximate result of Defendant's failure
18 to disclose known defects in the Class Vehicles, Plaintiff and Class Members
19 have vehicles that require repeated, high-cost repairs that can and therefore have
20 conferred an unjust substantial benefit upon Defendant.

21 150. Defendant has been unjustly enriched due to the known defects in
22 the Class Vehicles through the use money paid that earned interest or otherwise
23 added to Defendant's profits when said money should have remained with
24 Plaintiff and Class Members.

25 151. As a result of the Defendant's unjust enrichment, Plaintiff and Class
26 Members have suffered damages.

27
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RELIEF REQUESTED

152. Plaintiff, on behalf of himself and all others similarly situated, request the Court to enter judgment against Defendant, as follows:

- (a) An order certifying the proposed Class and Sub-Classes, designating Plaintiff as named representative of the Class, and designating the undersigned as Class Counsel;
- (a) A declaration that Defendant is financially responsible for notifying all Class Members about the defective nature of the wheels, including the need for periodic maintenance;
- (b) An order enjoining Defendant from further deceptive distribution, sales, and lease practices with respect to Class Vehicles; compelling Defendant to issue a voluntary recall for the Class Vehicles pursuant to. 49 U.S.C. § 30118(a); compelling Defendant to remove, repair, and/or replace the Class Vehicles' defective wheels with suitable alternative product(s) that do not contain the defects alleged herein; enjoining Defendant from selling the Class Vehicles with the misleading information; and/or compelling Defendant to reform its warranty, in a manner deemed to be appropriate by the Court, to cover the injury alleged and to notify all Class Members that such warranty has been reformed;
- (c) A declaration requiring Defendant to comply with the various provisions of the Song-Beverly Act alleged herein and to make all the required disclosures;
- (d) An award to Plaintiff and the Class for compensatory, exemplary, and statutory damages, including interest, in an amount to be proven at trial, except that currently, Plaintiff

1 does not seek damages under his Consumers Legal Remedies
2 Act claim;

3 (e) Any and all remedies provided pursuant to the Song-Beverly
4 Act, including California Civil Code section 1794;

5 (f) Any and all remedies provided pursuant to the Magnuson-
6 Moss Warranty Act;

7 (g) A declaration that Defendant must disgorge, for the benefit of
8 the Class, all or part of the ill-gotten profits it received from
9 the sale or lease of its Class Vehicles or make full restitution
10 to Plaintiff and Class Members;

11 (h) An award of attorneys' fees and costs, as allowed by law;

12 (i) An award of attorneys' fees and costs pursuant to California
13 Code of Civil Procedure § 1021.5;

14 (j) An award of pre-judgment and post-judgment interest, as
15 provided by law;

16 (k) Leave to amend the Complaint to conform to the evidence
17 produced at trial; and

18 (l) Such other relief as may be appropriate under the
19 circumstances.

20 **DEMAND FOR JURY TRIAL**

21 153. Pursuant to Federal Rule of Civil Procedure 38(b) and Central
22 District of California Local Rule 38-1, Plaintiff demands a trial by jury of all
23 issues in this action so triable.
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25
26
27
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1 Dated: April 30, 2019

Respectfully submitted,

2 Capstone Law APC

3
4 By: /s/ Mark A. Ozzello

Mark A. Ozzello

5 Tarek H. Zohdy

Cody R. Padgett

6 Trisha K. Monesi

7 Attorneys for Plaintiff

EXHIBIT 1

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8 Attorneys for Plaintiff Anthony Nardizzi

9
10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

12 ANTHONY NARDIZZI,
13 individually, and on behalf of a class
of similarly situated individuals,

14 Plaintiff,

15 v.

16 GENERAL MOTORS LLC, a
17 Delaware limited liability company,

18 Defendant.
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Case No.:

**DECLARATION OF ANTHONY
NARDIZZI IN SUPPORT OF
VENUE FOR CLASS ACTION
COMPLAINT PURSUANT TO
CIVIL CODE SECTION 1780(d)**

DECLARATION OF ANTHONY NARDIZZI

I, Anthony Nardizzi, declare under penalty of perjury as follows:

1. I make this declaration based upon my personal knowledge except as to those matters stated herein that are based upon information and belief, and as to those matters I believe them to be true. I am over the age of eighteen, a citizen of the State of California, and a Plaintiff in this action.

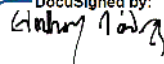
2. Pursuant to California Civil Code section 1780(d), this Declaration is submitted in support of Plaintiff's Selection of Venue for the Trial of Plaintiff's California Consumers Legal Remedies Act claim.

3. I am a resident of Valencia, California, in Los Angeles County. I leased and service vehicle in Ventura County, and I keep my vehicle at my home in Valencia.

4. Based on the facts set forth herein, the Central District of California is a proper venue for the prosecution of my California Consumers Legal Remedies Act claim because the vehicle that is the subject of this lawsuit is situated here and a substantial portion of the events giving rise to my claims occurred here. Further, Defendant conducts business in the Central District of California.

5. I declare under penalty of perjury under the laws of California and the United States of America that the foregoing is true and correct.

Executed on April ^{4/30/2019}_____, 2019 in _____ Valencia _____, California.

DocuSigned by:

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