FILED
10-29-2026
CIRCUIT COURT
DANE COUNTY, WI
2026CX000016

STATE OF WISCONSIN CIRCUIT COURT DANE COUNTY

STATE OF WISCONSIN

Plaintiff,

v. Case No. _____

GENERAL MOTORS LLC,

GENERAL MOTORS HOLDINGS LLC, and

ONSTAR LLC,

Defendants.

CONSENT JUDGMENT

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Plaintiff, the State of Wisconsin (the "State" or the "Plaintiff"), appearing by its attorneys, Attorney General Joshua L. Kaul and Assistant Attorney General Gregory A. Myszkowski, and Defendants General Motors LLC, General Motors Holdings LLC, and OnStar, LLC (collectively "GM" or "Defendants," and together with the State or Plaintiff, the "Parties"), have agreed to the stipulations and terms of this Consent Judgment ("Judgment") without admission of any facts or liability as alleged in the Complaint, and with all Parties having waived their right to appeal.[1]

[1] Defendants are simultaneously entering into similar judgments with the Attorneys General or appropriate representatives of the states of Alabama, Alaska, Arizona, Colorado, Connecticut, Delaware, Florida, Hawaii, Idaho, Illinois, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Nevada, New Hampshire, New Jersey, New York, North

This Judgment resolves the Plaintiff's investigation of Defendants' data collection and sharing practices described in the Complaint regarding Defendants' compliance with the State's Deceptive Trade Practices Act ("**Consumer Protection Law**"). The Parties stipulate that the Court may enter this Judgment.

I. PARTIES AND JURISDICTION

1. Plaintiff in this case is the State of Wisconsin. This action is brought pursuant to Wis. Stat. § 100.18(11)(d) to enforce and restrain violations of Wis. Stat. § 100.18(1) and to obtain civil penalties and forfeitures.

2. Defendant General Motors LLC is a Delaware limited liability company with its principal office or place of business at 300 Renaissance Center, Suite L1, Detroit, Michigan 48243. General Motors LLC is a wholly owned subsidiary of General Motors Company, a Delaware corporation.

3. Defendant General Motors Holdings LLC, is a Delaware limited liability company with its principal office or place of business at 300 Renaissance Center, Suite L1, Detroit, Michigan 48243. General Motors Holdings LLC is a wholly owned subsidiary of General Motors Company, a Delaware corporation.

4. Defendant OnStar, LLC is a Delaware limited liability company with its principal office or place of business at 400 Renaissance Center, Detroit, Michigan 48243. OnStar, LLC is a wholly owned subsidiary of General Motors Company, a Delaware corporation.

5. At all relevant times, Defendants were engaged in trade and commerce affecting consumers in Wisconsin insofar as Defendants manufactured, advertised, and distributed Vehicles

Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Utah, Vermont, Virginia, Washington, Wisconsin, and the District of Columbia (collectively, "Attorneys General").

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in Wisconsin, including Vehicles under the Chevrolet, GMC, Cadillac, and Buick brands to General Motors-authorized dealerships that were then sold to consumers. Defendants were also in possession of the Covered Driver Data of Wisconsin residents.

6. The Court has jurisdiction over the subject matter of this action and jurisdiction over the Parties for purpose of entering and enforcing this Judgment, and venue is proper in Dane County pursuant to Wis. Stat. § 801.50(2)(c) because Defendants do substantial business in Dane County.

II. DEFINITIONS

For the purposes of this Judgment, the following definitions shall apply:

7. "**Affiliate**" means a U.S. entity that is controlled, directly or indirectly, by the Defendants.

8. **"Affirmative Express Consent"** means a clear affirmative act signifying a **Consumer's** freely given, specific, informed and unambiguous agreement to allow the processing of **Covered Driver Data** relating to the **Consumer**, following a **Clear and Conspicuous** disclosure to the individual. For purposes of obtaining **Affirmative Express Consent**, a clear affirmative action means a **Consumer's** consent is communicated through either (a) deliberate and clear conduct, or (b) a statement that clearly indicates their acceptance of the proposed processing of their **Covered Driver Data**.

The following do not constitute **Affirmative Express Consent**:

a. Inferring consent from the hovering over, muting, pausing, or closing of a given piece of content by the **Consumer**;

b. Acceptance of general or broad terms of use or a similar document that contains

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descriptions of **Covered Driver Data** processing along with other, unrelated information;

c. Obtaining consent through a user interface that has the effect of subverting or impairing user autonomy, decision-making, or choice; or

d. Silence, inactivity or inaction, pre-ticked boxes, and other negative option opt-out constructions that require intervention from the **Consumer** to prevent agreement.

9. **"Clear(ly) and Conspicuous(ly)"** means that a required disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by **Consumers**, including in all of the following ways:

a. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made through only one means;

b. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood;

c. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for **Consumers** to easily hear and understand it;

d. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable and if the interactive electronic

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medium is a component of a **Vehicle** such as an infotainment head unit, it should be displayed at a time and in a manner that would not interfere with **Vehicle** operation;

e. The disclosure must use plain, straightforward language, diction and syntax, and avoid technical or legal jargon;

f. The disclosure must be reasonably accessible to **Consumers** with disabilities including through the use of digital accessibility tools;

g. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications;

h. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication; and

i. The disclosure must be made through a readily accessible interface regularly used in conjunction with the Defendants' products or services.

10. **"Consumer"** means a natural person in Wisconsin.

11. **"Consumer Protection Law"** means the Wisconsin citation set forth on Exhibit A.

12. **"Consumer Reporting Agency"** means any person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to other parties and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports.

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13. a. **"Covered Driver Data"** means information collected by Defendants that:

i. Originates from a **Vehicle** or a General Motors-branded mobile application ("**App**"), or derived data (such as data generated algorithmically) from information originating from a **Vehicle** or **App**; and

ii. Is **Location Data** or is one of the following events linked or **Reasonably Linkable** to a **Consumer**:

a) radio listening data regarding specific content, channel, or station; or

b) driver behavior information regarding hard braking, hard acceleration, hard cornering, crossing of a designated high-speed threshold, seat belt usage, or late-night driving; and trip time and duration for such events.

b. **Covered Driver Data** excludes data (i) related to build, trim, make, model, and year of the **Vehicle** or (ii) that is **Deidentified** post-collection.

c. For purposes of this definition, "**Reasonably Linkable**" means any use of a unique persistent identifier, such as a Vehicle Identification Number ("**VIN**") or an alternative identifier that can be linked back to a **VIN**, when the unique persistent identifier or alternative identifier is combined or associated with **Covered Driver Data**.

14. **"Deidentified" or "Deidentifiable"** means information that cannot reasonably identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to a particular person, in that Defendants must, at a minimum:

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a. Have implemented technical safeguards to prohibit reidentification of the person to whom the information may pertain;

b. Have implemented business processes that specifically prohibit reidentification of the information, including by buyers, customers, or other entities to whom Defendants provide the information;

c. Have implemented business processes to prevent inadvertent release of **Deidentified** information; and

d. Make no attempt to reidentify the information.

Data that is linked to a unique identifier, such as a **VIN**, or an alternative identifier that can be linked back to a **VIN**, or to a **Vehicle's** garage address, is not **Deidentified**.

15. **"Delete," "Deleted," or "Deletion"** means to remove information such that it is not maintained in retrievable form and cannot be retrieved in the normal course of business.

16. **"Governance Process"** means any written policy, standard, procedure, or process (or any combination thereof) designed to achieve a control objective.

17. **"Effective Date"** means November 30, 2026.

18. **"High-Risk Processing Activity"** means: (1) the sale of **Covered Driver Data** to the extent permitted by state law; and (2) the disclosure of **Location Data** to **Third Parties**.

19. "**Insurance Affiliate(s)**" means an **Affiliate** that is in the business of and authorized to transact personal lines of property/casualty insurance for **Vehicles.**

20. **"Location Data"** means any data collected by Defendants that reveals the precise location of a **Vehicle**, mobile device (in the case such information is obtained from an **App**), or **Consumer**, including but not limited to Global Positioning System ("GPS") coordinates, fine location data, cell tower information, or precise location information inferred from basic service

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set identifiers ("BSSIDs"), WiFi Service Set Identifiers ("SSID") information, or Bluetooth receiver information, or any unique persistent identifier combined with such data, such as a **Vehicle's VIN**, or an alternative identifier that can be linked to a **Vehicle's VIN**. Data that (1) reveals only a **Vehicle's**, mobile device's, or a **Consumer's** coarse location (e.g., ZIP code or census block location with a radius of at least 1,850 feet), or (2) that is used solely for the purpose of generating such coarse location and then **Deleted** within 48 hours of collection is not "**Location Data**."

21. **"OnStar**" means the connected vehicle services branded as **OnStar**, or any other successor service that Defendants implement after the **Effective Date** that has the same or substantially the same functionality with regard to the collection of **Covered Driver Data**.

22. **"Personal Information"** means information that is linked or reasonably linkable to an individual **Consumer**.

23. **"Service Provider"** means any entity that (1) processes, uses, or receives data collected by or on behalf of Defendants for and at the direction of Defendants and no other individual or entity, (2) does not disclose data, or any individually identifiable information derived from such data, to an individual or entity other than Defendants or a subcontractor to such **Service Provider** bound to data processing terms no less restrictive than terms to which the **Service Provider** is bound, and (3) does not use data for any purpose other than performing the services specified in the **Service Provider's** contract with Defendants.

24. **"Third Party(ies)"** means any individual or entity other than Defendants, **Affiliates**, or **Service Providers**.

25. **"User"** means a **Consumer** who has an **OnStar** account with a **Vehicle** garage address in Wisconsin.

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26. **"Vehicle"** means a U.S. retail and General Motors-branded motor vehicle, including Chevrolet, GMC, Cadillac, and Buick brands, that is owned by, sold or leased to, or used by an individual **Consumer** for their own personal use. **Vehicle** includes the components and embedded systems that were present when originally sold by Defendants, excluding **Consumer**-installed components. **Vehicle** does not include: motor vehicles that are owned by Defendants, Defendants' **Affiliates** or General Motors-branded dealers; motor vehicles that are sold or leased to, or used by, fleet or daily rental companies, suppliers, business organizations, or government entities; or scrapped or stolen vehicles.

III. INJUNCTIVE RELIEF

27. The duties, responsibilities, burdens, and obligations undertaken in connection with this Judgment shall apply to Defendants individually, collectively, or in any combination, and their successors.

28. The injunctive terms contained in this Consent Judgment are entered into pursuant to Wis. Stat. § 100.18(11)(d).

A. COMPLIANCE WITH LAW

29. Defendants must comply with the **Consumer Protection Law** in connection with their collection, maintenance, use, disclosure, and safeguarding of **Covered Driver Data** and the **Personal Information** of **Consumers** collected to deliver **OnStar** services.

30. Defendants must not make any representations or omissions of fact capable of misleading **Consumers** regarding (a) the extent to which Defendants collect, maintain, use, or disclose any **Covered Driver Data** or **Personal Information**, or (b) the purposes for which Defendants collect, maintain, use, or disclose any **Covered Driver Data** or **Personal Information**, including uses Defendants authorized by any entity to whom the Defendants disclose

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Covered Driver Data or **Personal Information**.

B. PRIVACY PROGRAM

31. Privacy Program: Within one-hundred eighty (180) days of the **Effective Date**, Defendants must develop, implement, and maintain a comprehensive information privacy program governing (i) the collection, storage, and use of **Covered Driver Data** and the **Personal Information** of **Consumers** collected to deliver **OnStar** services, (ii) the disclosure of **Covered Driver Data** to **Third Parties**, and (iii) the disclosure of **Personal Information** to **Third Parties** when such data is combined with **Covered Driver Data** ("**Privacy Program**"). Defendants must document in writing the content and process to implement and maintain the **Privacy Program**. Any material changes to the **Privacy Program** must be documented. The **Privacy Program** must, at a minimum, include the specific privacy safeguards set forth in Paragraphs 31 through 56 of this Judgment. The **Privacy Program** obligations set forth in this Paragraph shall continue until January 13, 2046, provided, however, that the following Paragraphs shall expire at a period of ten (10) years from the **Effective Date**: 35, 38, 46, and 51 through 54.

32. Chief Privacy Officer: Defendants must employ an individual who shall be responsible for oversight of the **Privacy Program** and **Governance Processes** relating to compliance with privacy laws, including the privacy requirements of the **Consumer Protection Law** (hereinafter referred to as the "**Chief Privacy Officer**"). The **Chief Privacy Officer** must:

a. Have the education, qualifications, and experience appropriate to the level, size, and complexity of his or her role, and possess a fundamental understanding of state and federal privacy laws;

b. Assist Defendants in complying with the privacy requirements of the **Consumer Protection Law**;

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c. Have a process to coordinate with Defendants' executives and officers as it relates to business operations affecting the privacy of **Personal Information** of **Users** and **Covered Driver Data** that Defendants collect, process, store, maintain, or transmit to **Service Providers** or **Third Parties**;

d. At least once annually, provide to the Board of Directors, or through a committee of the Board that assists in providing oversight of Defendants' privacy risks, a report on the privacy safeguards which address internal and external risks to the privacy of **Covered Driver Data** and **Personal Information** of **Users** that Defendants collect, process, store, maintain, or disclose to **Third Parties**; and

e. Provide a report on the privacy safeguards as appropriate, but no less than quarterly to the General Counsel and annually to the Chief Executive Officer. Such report shall address internal and external risks to the privacy of **Covered Driver Data** and **Personal Information** of **Users** that Defendants collect, process, store, maintain, or disclose to **Third Parties**.

33. Necessary Resources and Support: Defendants must provide the **Chief Privacy Officer**, **Privacy Program**, and corresponding staff with the resources and support reasonably necessary so that the **Privacy Program** functions as required by this Judgment.

34. Existing Program or Safeguards: Defendants may satisfy the requirements to implement and maintain the **Privacy Program** required by this Judgment through review, maintenance, and, as necessary, updating, of an existing privacy program provided that such existing privacy program meets the requirements set forth in this Judgment.

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35. Data Protection Assessment: Defendants must perform data protection assessments ("**Data Protection Assessment**") in accordance with this paragraph. **Data Protection Assessments** must:

a. Be conducted prior to Defendants engaging in a new **High-Risk Processing Activity**;

b. Identify and weigh the benefits that may flow, directly and indirectly, from the new **High-Risk Processing Activity** to Defendants and **Users** against the potential risks to the rights of the **User** associated with such processing, as mitigated by safeguards that can be employed by Defendants and, where relevant, their **Service Providers** to reduce such risks. Defendants must factor into any such **Data Protection Assessment** the reasonable expectations of **Users**, as well as the context of the processing and the relationship between Defendants and the **User** whose **Covered Driver Data** will be processed;

c. For new **High-Risk Processing Activities**, consider and address:

i. The business purpose for the **High-Risk Processing Activity**; and

ii. Whether the **High-Risk Processing Activity** is reasonably necessary for the stated business purpose.

C. PRIVACY PROGRAM: SPECIFIC SAFEGUARDS

36. Data Minimization: Defendants must limit collection of **Covered Driver Data** to what is adequate, relevant, and reasonably necessary to fulfill the specific purpose for which it was collected, as disclosed to the **Consumer**.

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37. Purpose Limitations: Defendants must, use, disclose, or retain **Covered Driver Data** only for purposes that are reasonably necessary for the purpose for which such **Covered Driver Data** was collected, or as otherwise consistent with Paragraph 41.b.

38. Covered Driver Data Inventory – OnStar: Defendants must develop and maintain an inventory of any category of **Covered Driver Data** that **OnStar** collects and Defendants disclose to a **Third Party** or to an **Insurance Affiliate**.

39. Privacy Notice: Defendants must provide **Consumers** with a privacy notice ("**Privacy Notice**") that utilizes consistent terminology regarding **Covered Driver Data** throughout the **Privacy Notice** and **Clearly and Conspicuously** discloses:

a. the categories of **Covered Driver Data** that Defendants collect;

b. the source of the **Covered Driver Data** that will be collected;

c. the specific purpose(s) for which **Covered Driver Data** is collected, used, or disclosed;

d. any permissible secondary purpose(s) that Defendants anticipate at the time of collection for which Defendants will use **Covered Driver Data**, including whether such **Covered Driver Data** is used for usage-based insurance or targeted advertising, if allowed by state law;

e. how long **Covered Driver Data** will be retained by Defendants;

f. the categories of **Third Parties,** including, where applicable, **Consumer Reporting Agencies** to whom Defendants disclose **Covered Driver Data**; and

g. how **Consumers** may exercise their consumer rights regarding their **Covered Driver Data** ("**Privacy Notice**").

40. Privacy Notice Changes: Defendants must **Clearly and Conspicuously**

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communicate to **Consumers** material changes to the **Privacy Notice** regarding **Covered Driver Data** as soon as reasonably practical before the change is implemented. In addition to posting a new effective date at the top of the **Privacy Notice**, Defendants must either e-mail notices to **Users** who have valid e-mail addresses on file with Defendants or otherwise make reasonable efforts to notify **Consumers** summarizing the material changes. To the extent that any material change to the **Privacy Notice** includes processing **Covered Driver Data** for any new purposes or new secondary purposes that are not covered under the **Affirmative Express Consent** exceptions in Paragraph 41.b, Defendants must obtain the **Consumer's Affirmative Express Consent** in accordance with Paragraph 41 before processing.

41. Limitations on Collection, Use, and Disclosure of Covered Driver Data Without Affirmative Express Consent: Defendants must obtain the relevant **Consumer's Affirmative Express Consent** prior to collecting or using such **Consumer's Covered Driver Data**, or disclosing such **Consumer's Covered Driver Data** to any **Third Party**.

a. Each separate, unrelated service or feature that collects, uses, or discloses **Covered Driver Data** requires Defendants to obtain a separate **Affirmative Express Consent**. For the avoidance of doubt, this includes services or features provided by **Insurance Affiliates** that collect, use, or disclose **Covered Driver Data**.

b. Notwithstanding the above, **Affirmative Express Consent** is not required when Defendants collect, use, or disclose **Covered Driver Data** for the following purposes:

i. To disclose **Covered Driver Data** to emergency responders;

ii. To respond to a consumer-initiated communication originating from within the **Vehicle** or **App**, where **Covered Driver Data** may be collected, used,

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or disclosed only to provide that response;

iii. To respond to a **Vehicle**-initiated communication related to the safe operation of that **Vehicle** where **Covered Driver Data** may be collected, used, or disclosed only to provide that response;

iv. To comply with lawful governmental requests, regulatory requirements, and legal orders, or for use to prepare for or defend against product liability, breach of contract, consumer protection, or warranty claims;

v. To conduct research or efforts to improve, repair, or enhance safety of, or develop products, services, or technology, provided, however that (1) only **Deidentified Covered Driver Data** is disclosed to **Third Parties** to fulfill this purpose; and (2) marketing is excluded from this purpose;

vi. To conduct investigations of potential product quality or safety issues; to determine or effectuate **Vehicle** field actions, including customer satisfaction campaigns, technical service bulletins, compliance recalls, and safety recalls; to detect or respond to cybersecurity incidents; or to administer and fulfill **Vehicle** warranties; and

vii. To perform diagnostics and prognostics of components of the **Vehicle**; or to identify and address issues that impair existing functionality, provided, however, that only **Deidentified Data** is disclosed to **Third Parties** to fulfill this purpose unless identification is necessary to address diagnostic or prognostic issues relating to specific **Vehicles**.

c. For avoidance of doubt, Defendants may collect data for **Affiliates'** use consistent with Paragraphs 41 and 42.

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42. Affirmative Express Consent Process: Whenever **Affirmative Express Consent** is requested from a **Consumer** pursuant to this Judgment, Defendants must provide the **Consumer** with a **Clear and Conspicuous** disclosure prior to requesting such consent.

a. The disclosure (s) required by this Paragraph must state (1) the categories of information that will be collected; (2) each specific purpose(s) for which the information is being collected, used, or disclosed; (3) the names or categories of any **Third Parties** to whom the information is disclosed, provided, however, that if Defendants seek consent by specifying categories of **Third Parties**, Defendants must also provide a hyperlink to a separate, regularly updated web page listing the names of those **Third Parties**; and (4) a simple, easily located means by which the **Consumer** can withdraw consent and that describes any limitations on the **Consumer's** ability to withdraw consent.

b. Each **Clear and Conspicuous** disclosure required by this Paragraph must be separate from any "privacy policy," "terms of service," "terms of use," or other similar consumer-facing disclosure.

c. If Defendants disclose **Covered Driver Data** to a **Third Party** for usage-based insurance purposes, they must obtain **Affirmative Express Consent** consistent with Paragraph 42.a and b and disclose to **Users** that such data may be used for usage-based insurance rates or coverage.

43. Consumer Notice Regarding OnStar Enrollment: Within one-hundred eighty (180) days of the **Effective Date**, Defendants must provide **Users** that enrolled in **OnStar** prior to the **Effective Date** with a notice directing them to the current **OnStar Affirmative Express Consent** disclosure as described in Paragraph 42 of this Judgment, which disclosure will include

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information about how to withdraw **Affirmative Express Consent** and unenroll from **OnStar**.

44. Withholding or Withdrawal of Affirmative Express Consent: Defendants must allow and must not limit a **Consumer's** ability to withhold or withdraw **Affirmative Express Consent** for the collection, use, or disclosure to **Third Parties** of **Covered Driver Data**, such as by degrading the quality of functionality of a product or service as a penalty for withholding or withdrawing such **Affirmative Express Consent**, unless the collection and use of **Covered Driver Data** is technically necessary to provide the quality or functionality of the product or service without such degradation.

45. Disabling Location Setting: Defendants must allow **Consumers** to disable the collection of **Location Data** from their **Vehicles**, to the extent the **Vehicle** is equipped with the necessary technology, which may be accomplished by providing a mechanism such as a toggle on the **Vehicle** for **Consumers** to disable the collection of **Location Data**, provided, however, that even if the collection of **Location Data** is disabled on the **Vehicle**, Defendants may:

a. Respond to a **Consumer**-initiated communication originating from within the **Vehicle**, or an **App**, where **Location Data** may be collected, used, or disclosed only to provide that response;

b. Respond to a **Vehicle**-initiated communication related to either the safe operation of that **Vehicle** or a theft-related alert, where **Location Data** may be collected, used, or disclosed only to provide that response; and

c. Comply with lawful governmental requests, regulatory requirements, and legal orders, where **Location Data** may be collected, used, or disclosed as necessary for legal compliance.

46. Disclosure of Option to Disable Location: A **Consumer's** ability to disable the collection of **Location Data** in accordance with Paragraph 45 and where a **Consumer** can find

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instructions on how to do so must be communicated to the **Consumer** through a **Clear and Conspicuous** disclosure at or prior to the time the **Affirmative Express Consent** is requested in accordance with Paragraph 42, as well as in the **Privacy Notice**.

47. Declining Enrollment in OnStar: Defendants must allow **Consumers** to disable Defendants' remote collection of all data from their **Vehicles** if **Consumers** decline to enroll or choose to unenroll in **OnStar**.

a. Defendants must disclose to **Consumers** that they can disable Defendants' remote collection of all data from their **Vehicle** and the process for doing so. This must be disclosed to **Consumers** in the **Privacy Notice** and as part of any **OnStar** enrollment or cancellation process(es).

b. If the **Consumer** declines to enroll or unenrolls in **OnStar**, Defendants may:

i. Respond to a **Consumer**-initiated communication originating from within the **Vehicle**, where data may be collected, used, or disclosed only to provide that response;

ii. Respond to a **Vehicle**-initiated communication related to the safe operation of that **Vehicle**, where data may be collected, used, or disclosed only to provide that response; and

iii. Collect, use, or disclose data to identify and address issues that impair safety or to provide over-the-air updates, and for no other purposes, provided, however, that prior to any collection, use, or disclosure of data for this purpose, Defendants must provide notice to **Consumers** regarding this collection, use, or disclosure, and provided, further, however, if **Covered Driver Data** is disclosed for this purpose, Defendants can only disclose

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Deidentified Covered Driver Data to **Third Parties** unless identification is necessary to address a safety issue for or provide over-the-air updates to a specific **Vehicle**.

48. Enrollment in OnStar: Within sixty (60) days of the **Effective Date**, Defendants must implement and maintain a policy and procedure for **Consumers** to enroll in **OnStar** by independent **Consumer** action, such as via email ("**Enrollment Notice**"). Such policy and procedure must include that any **Consumer** who does not act within ten (10) days of the **Enrollment Notice** will be treated as declining enrollment in **OnStar** as set out in Paragraph 47 of this Judgment. Prior to enrollment, Defendants may only collect **Covered Driver Data** for the purposes listed in Paragraph 41.b. Defendants must implement a periodic review program to assess U.S. GM-authorized dealerships' compliance with the policy and procedure implemented pursuant to this Paragraph by sampling **OnStar** enrollments to identify anomalous enrollment patterns that may indicate noncompliance by such dealerships.

49. Employee Training – General: Defendants must provide employee training concerning its **Privacy Program** to employees who are responsible for implementing, maintaining, or evaluating the **Privacy Program**, including, but not limited to, the **Chief Privacy Officer**, and employees responsible for handling **User** inquiries about the Defendants' privacy practices on an ongoing and regular basis, no less than annually. In particular, such training must include privacy issues related to **Consumer** notice and **Affirmative Express Consent.** Defendants must document the trainings, including the date(s) upon which they were provided and to whom.

50. Employee Training – Special: In addition to the training required by Paragraph 49, employees who are responsible for implementing, maintaining, or evaluating the **Privacy Program**, including, but not limited to, the **Chief Privacy Officer**, must receive specialized

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training to help effectuate Defendants' compliance with the terms of this Judgment. Defendants must provide the training required under this Paragraph to all such employees within forty-five (45) days of the **Effective Date** of this Judgment or prior to any such employee starting their responsibilities for implementing, maintaining, or evaluating the **Privacy Program**. Defendants must document the trainings, including the date(s) upon which they were provided and to whom.

D. PRIVACY PROGRAM: SERVICE PROVIDERS AND THIRD PARTIES

51. Due Diligence: Defendants must develop, implement, and maintain a **Governance Process** for selecting **Service Providers** and **Third Parties** capable of reasonably safeguarding the privacy of **Covered Driver Data** are consistent with Defendants' obligations under this Judgment. Defendants must follow such **Governance Process** prior to any new disclosure of **Covered Driver Data** to a **Third Party** or **Service Provider** or new permission for collecting **Covered Driver Data** by a **Third Party** or **Service Provider** that commences on or after the **Effective Date**.

52. Written Contracts: This Paragraph only applies to new written contracts or agreements between a Defendant and **Service Provider** or **Third Party** executed on or after the **Effective Date**.

a. Prior to disclosing **Covered Driver Data** to a **Service Provider** or **Third Party**, Defendants shall enter into a written contract or agreement with such **Service Provider** or **Third Party** requiring the **Service Provider** or **Third Party** to:

i. refrain from retaining, using, or disclosing the **Covered Driver Data** received from Defendants for any purposes other than those specified in the contract or agreement or as otherwise permitted by law;

ii. appropriately safeguard the confidentiality, integrity, and security of

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Covered Driver Data;

iii. where applicable, **Delete** or securely return **Covered Driver Data** at the end of the provision of the services for which the **Covered Driver Data** was collected, unless retention is required to fulfill litigation holds, or to comply with lawful governmental requests, regulatory requirements, legal orders, or a documented accounting or tax obligation.

b. Defendants must develop, implement, and maintain a **Governance Process** to retain copies of such written agreements or contracts applicable to such **Service Providers** and **Third Parties** and any other documentation demonstrating a **Service Provider's** or **Third Party's** commitment to comply with the foregoing practices.

c. The contracting requirement set forth in this paragraph shall not apply to disclosures of **Covered Driver Data** that fall under Paragraph 41.b.

53. Governance: Defendants must develop, implement, and maintain a **Governance Process** to reasonably identify material inconsistencies between a **Service Provider's** and **Third Party's** use or disclosure of **Covered Driver Data** received from Defendants and the terms of any written contract or agreement such **Service Provider** or **Third Party** has with Defendants that is required under Paragraph 52.a and b, Defendants shall retain documentation of such efforts. The **Governance Process** may include self-certifications, audits, assessments, reviews, testing, or other reasonable means of examining of **Service Providers'** or **Third Parties'** use of **Covered Driver Data** received from Defendants. The frequency, type, number, variety, and/or robustness of such examination shall be based on documented factors such as the nature of the products, programs, and services provided by the **Service Provider** or **Third Party**, and the type and volume

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of **Covered Driver Data** provided to the **Service Provider** or **Third Party**.

a. Where any **Service Provider** or **Third Party** is required to provide self-assessment questionnaires to Defendants, Defendants must seek corroboration as appropriate based upon the circumstances which may include supporting documentation as well as follow-up with those **Service Providers** and **Third Parties**.

54. Materially Inconsistent Practices: Defendants must develop, implement, and maintain a **Governance Process** to take reasonable and appropriate action concerning any **Service Provider** or **Third Party** that Defendants know is using **Covered Driver Data** in a manner materially inconsistent with the terms of any written agreement or contract such **Service Provider** or **Third Party** has with Defendants that is required under Paragraph 52.

55. Deletion of Previously Disclosed Covered Driver Data: Defendants must:

a. Request **Third Parties** with whom Defendants disclosed **Covered Driver Data** prior to January 16, 2025 to **Delete** such data, except when subject to legal or regulatory requirements (including litigation holds); and

b. Not sell or disclose **Covered Driver Data** to any **Third Party** with whom Defendants previously disclosed **Covered Driver Data** until (1) that **Third Party** confirms receipt of the request required by subparagraph a, except when subject to legal or regulatory requirements (including litigation holds) as set out in Paragraph 41.b and (2) to the extent the **Third Party** is a **Consumer Reporting Agency**, the **Consumer Reporting Agency** provides Defendants written confirmation that the **Covered Driver Data** has been **Deleted** or that such **Covered Driver Data** is subject to legal or regulatory requirements that prevent **Deletion**.

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E. PRIVACY PROGRAM: GENERAL MOTORS-AUTHORIZED DEALERSHIPS

56. Dealer-Related Obligations: Within sixty (60) days of the **Effective Date**, Defendants must develop and implement dealer training and program materials that instruct General Motors-authorized dealership personnel that **Consumers** be given the opportunity to review applicable privacy disclosures and must accept those disclosures themselves prior to enrollment in **OnStar**.

F. PRIVACY PROGRAM: THIRD-PARTY ASSESSMENTS

57. Privacy Program Assessment: Within ninety (90) days of the **Effective Date**, Defendants must engage an independent third party ("**Third-Party Assessor**") to conduct an assessment of the **Privacy Program** required by this Judgment (Paragraphs 31 through 56) ("**Third-Party Privacy Assessment**"). The **Third-Party Assessor** must have the background and experience necessary to evaluate the effectiveness of Defendants' **Privacy Program**. The **Third-Party Assessment** must:

a. Determine whether Defendants have implemented and maintained the **Privacy Program** required by Paragraphs 31 through 35 regarding **Covered Driver Data** and the disclosure of **Personal Information** to **Third Parties** when such data is combined with **Covered Driver Data**;

b. Assess the effectiveness of Defendants' implementation and maintenance of the specific privacy controls required in Paragraphs 36 through 56;

c. Identify any gaps or weaknesses in, or instances of material non-compliance with the privacy controls assessed in subparagraph b; and

d. Identify specific evidence (including, but not limited to, documents reviewed,

PROPOSED

sampling and testing performed, and interviews conducted) examined to make such determinations, assessments, and identifications, and explain why the evidence that the **Third-Party Assessor** examined is (a) appropriate for assessing an enterprise of the Defendants' size, complexity, and risk profile; and (b) sufficient to justify the **Third-Party Assessor's** findings.

58. The reporting period for the **Third-Party Assessments** must cover: (1) the first three hundred and sixty-five (365) days after the **Effective Date** for the initial **Third-Party Assessment** (the "**Initial Assessment Date**"); and (2) each two-year period thereafter for four (4) years after the **Initial Assessment Date** for the biennial **Third-Party Assessments**.

59. The **Third-Party Assessor** must prepare a report including its findings and recommendations ("**Third-Party Assessment Report**"). The Defendants must provide a copy of the **Third-Party Assessment** to the Washington State Attorney General within thirty (30) days of receipt from the Third-Party Assessor.

60. The Washington State Attorney General may provide a copy of any **Third-Party Assessment Report** received from Defendants to Plaintiff upon request.

G. CONSUMER-RELATED RELIEF

61. Deletion Option: Defendants must provide an easily-located method by which a **Consumer** may request **Deletion** of the **Consumer's Covered Driver Data**. The method chosen must: (1) consider the ways in which **Consumers** normally interact with Defendants; (2) enable the **Consumer** to submit the request to the Defendants at any time; (3) be described through a **Clear and Conspicuous** disclosure; and (4) be easy for **Consumers** to execute, requiring a minimal number of steps. Upon request by a **Consumer** to exercise the **Deletion** option, Defendants must provide confirmation of receipt of the **Consumer's** request. Defendants may

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require a **Consumer** to provide Defendants with information necessary to complete such request but must not use, provide access to, or disclose any information collected for the request for any other purpose. The obligations set forth in this Paragraph shall continue until January 13, 2046.

a. If Defendants identify that the **Consumer** resides in a U.S. jurisdiction that provides the **Consumer** with **Deletion** rights, Defendants must process the **Consumer's** request in compliance with the law of that jurisdiction.

b. If Defendants identify that the **Consumer** does not reside in a U.S. jurisdiction that provides the **Consumer** with **Deletion** rights, Defendants must process the **Consumer's** deletion request in accordance with this subparagraph. Once Defendants verify that the **Consumer** is a **Consumer** for whom Defendants possess **Covered Driver Data**, within sixty (60) days, Defendants must process the **Consumer's** deletion request and notify the **Consumer** that the request has been processed.

c. Nothing in subparagraph b shall abrogate Defendants' rights to: (i) avail themselves of any and all rights, exceptions, and exemptions existing under any state or federal law or (ii) retain a subset of a **Consumer's Covered Driver Data** to comply with their legal, regulatory, or other obligations. Defendants are not obligated to comply with the requirements under subparagraph b when the requirements conflict with Defendants' ability to comply with federal, state, or local laws or regulations; any civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, local, or other governmental authorities; or any transactional, tax, escheatment, corporate accountability, or other legitimate business need compatible with the context in which the **Consumer** provided the information.

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62. Deletion of Prior-Retained Covered Driver Data: Within one hundred and eighty (180) days of the **Effective Date**, Defendants must:

a. **Delete** or destroy all **Covered Driver Data** retained prior to January 16, 2025, except when **Covered Driver Data** is retained for and necessary to fulfill the following purposes: (a) litigation holds; (b) to comply with lawful governmental requests, regulatory requirements, and legal orders, or for use to prepare for or defend against product liability, breach of contract, consumer protection, or warranty claims; (c) to perform diagnostics and prognostics of components of the **Vehicle**; (d) to conduct research or efforts to improve, repair, enhance safety of, or develop products, services, or technology, provided, however, that (1) only **Deidentified Covered Driver Data** is disclosed to **Third Parties** to fulfill this purpose; and (2) marketing is excluded from this purpose; and (e) to conduct investigations of potential product quality or safety issues; to determine or effectuate **Vehicle** field actions, including customer satisfaction campaigns, technical service bulletins, compliance recalls, and safety recalls; to detect or respond to cybersecurity incidents; or to administer and fulfill **Vehicle** warranties; and

b. Provide a written statement to the Washington State Attorney General confirming that all such information has been **Deleted** or destroyed.

63. Notwithstanding the requirements set forth in Paragraph 62, Defendants may, within ninety (90) days of the **Effective Date**, send an email to **Consumers** whose **Covered Driver Data** was collected and retained prior to January 16, 2025 to request the **Consumer's Affirmative Express Consent** to maintain that data. Defendants must **Delete** such prior-retained

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Covered Driver Data where (1) a **Consumer** does not provide their **Affirmative Express Consent**; (2) the **Consumer** does not respond to the request within thirty (30) days after the request is made; or (3) the data has not been **Deidentified**.

64. Copy of Covered Driver Data: Defendants must provide an easily accessible method by which a **Consumer** may request a copy of their **Covered Driver Data** and a list of the categories of **Third Parties** with whom Defendants shared any **Covered Driver Data**. The method chosen must: (1) consider the ways in which **Consumers** normally interact with Defendants; (2) enable the **Consumer** to submit the request to the Defendants at any time; (3) be described through a **Clear and Conspicuous** disclosure; and (4) be easy for **Consumers** to execute, requiring a minimal number of steps. Upon request by a **Consumer** to obtain a copy of their **Covered Driver Data**, Defendants must provide confirmation of receipt of the **Consumer's** request and must timely (within forty-five (45) days after receipt of the request) process all such requests. Defendants may require a **Consumer** to provide Defendants with information necessary to complete such request but must not use, provide access to, or disclose any information collected for the request for any other purpose. Nothing in this Paragraph shall abrogate Defendants' rights to: (i) avail itself of any and all rights, exceptions, and exemptions existing under any state or federal law, or (ii) retain a subset of a **Consumer's Covered Driver Data** to comply with its legal, regulatory, or other obligations. Defendants are not obligated to comply with the requirements under this Paragraph when the requirements conflict with Defendants' ability to comply with federal, state, or local laws or regulations; any civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, local, or other governmental authorities; or any transactional, tax, escheatment, corporate accountability, or other legitimate business needs compatible with the context in which the **Consumer** provided the information. The obligations set

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forth in this Paragraph shall continue until January 13, 2046.

65. Notice of Consumer Options: Within (30) days of the expiration of the litigation hold on **Covered Driver Data** (the "**Lit Hold Expiration Date**"), Defendants must post **Clearly and Conspicuously** on their public-facing website(s), a notice that **Consumers** may request deletion of their **Covered Driver Data** and a copy of their **Covered Driver Data** with a link to Defendants' online Consumer Privacy Request Form, in accordance with this Judgment ("**Notice**"). Defendants must leave this **Notice** in place for six (6) months after posting it. Within thirty (30) days of the **Lit Hold Expiration Date**, Defendants must also email the **Notice** to **Consumers** that were enrolled in **OnStar** at any time between January 1, 2018 through the **Effective Date**.

66. Consumer Complaints: Defendants must maintain a point of contact, such as a dedicated e-mail address, for the Plaintiff or any U.S. federal or state governmental agency charged with enforcement of a U.S. federal or state **Consumer Protection Law** or **Personal Information Protection Law** ("**Consumer Protection Agency**") for the receipt of **User** complaints relating to **Covered Driver Data** or the disclosure of **Personal Information**. Defendants must promptly review and respond to all **User** complaints submitted by a **Consumer Protection Agency.**

67. Retention Schedule – Internal: Within one hundred and eighty (180) days of the **Effective Date**, Defendants must document and adhere to a retention schedule for **Covered Driver Data**, setting forth: (1) the purpose(s) for which each type of **Covered Driver Data** is collected; (2) the specific business needs for retaining each type of **Covered Driver Data**; and (3) the specific timeframe for deleting each type of **Covered Driver Data** (absent any intervening deletion requests from consumers), limited to the shortest time necessary to fulfill the purpose for which the data was collected, or as otherwise consistent with Paragraph 41.b. The obligations set forth in

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this Paragraph shall continue until January 13, 2046.

68. Retention Schedule – Public: Within one hundred and eighty (180) days of the **Effective Date**, Defendants must document, adhere to, and make publicly available from a link on the Defendants' **Apps** or the home page of their website(s), a retention schedule for **Covered Driver Data** setting forth: (1) the purpose for collecting and retaining each type of **Covered Driver Data**, and (2) the specific timeframe set for deleting each type of **Covered Driver Data**. The obligations set forth in this Paragraph shall continue until January 13, 2046.

69. Retention Schedule – Updates: Prior to collecting or using any new type of **Covered Driver Data** that was not being collected as of the date of creation of retention schedules required by Paragraphs 67 and 68, Defendants must update those retention schedules.

IV. DOCUMENT RETENTION

70. After the **Effective Date**, Defendants must maintain the following records for a period of not less than five (5) years:

a. Accounting records showing the revenues from all **OnStar** goods or services sold, the costs incurred in generating those revenues, and resulting net profit or loss;

b. Personnel records showing, for each employee providing **OnStar** services, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination if the termination is related to non-compliance with this Judgment;

c. Copies of all **Consumer** complaints that relate to **Covered Driver Data** and disclosure of **Personal Information**, whether received directly or indirectly, including from a **Consumer Protection Agency** pursuant to Paragraph 66, and any written response;

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d. A copy of each widely disseminated representation by Defendants, including a copy of each **Privacy Notice**, that describes the extent to which Defendants maintain or protect the privacy of any **Covered Driver Data**, including any representation concerning a material change in any website or other service controlled by Defendants that relates to the privacy of **Covered Driver Data**.

e. Reports, assessments, and documentation required by this Judgment in Paragraphs 31, 32.d, 32.e, 35, 38, 49, 50, 52, 53, 56, 57, and 59;

f. Records showing **Affirmative Express Consent** for any individual **Consumer** on which Defendants have relied to collect, use, or disclose **Covered Driver Data**, including the specific notice(s) that individual **Consumers** viewed and consented to, and the time and date of consent;

g. Records of all **Consumer** requests processed pursuant to Paragraphs 61 and 64;

h. Copies of all subpoenas and subpoena responses with law enforcement agencies located in the U.S. if such subpoenas relate to Defendants' compliance with this Judgment; and

i. All materials the **Third-Party Assessor** relied upon to conduct the **Third-Party Privacy Assessments** to the extent identified by the **Third-Party Assessor** in the **Third-Party Assessment Report**.

V. MONETARY PAYMENT

71. No later than thirty (30) days after the **Effective Date**, Defendants shall pay the sum of Two Hundred and Twenty Million Dollars ($220,000,000.00) to be divided by and among

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the participating states[2] and paid by Defendants directly to the Plaintiff in the amount designated in Paragraph 72.

72. Defendants must pay Five Million, One Hundred Seventeen Thousand, One Hundred and Four dollars ($5,117,104.00) to Wisconsin. Said payment may be used for purposes that may include, but are not limited to, attorneys' fees, and other costs of investigation and litigation, or be placed in, or applied to, any consumer protection law enforcement fund, including future consumer protection or privacy enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of the Wisconsin Attorney General.

VI. RELEASE

73. Following full payment of the amounts due under this Judgment, the Plaintiff shall release and discharge Defendants from all civil claims that the Plaintiff could have brought under the **Consumer Protection Law** based on Defendants' conduct as set forth in the Complaint up to and including the **Effective Date**. Nothing contained in this paragraph shall be construed to limit the ability of the Plaintiff to enforce the obligations that Defendants have under this Judgment. Further, nothing in this Judgment shall be construed to (a) create, waive, or limit any private right of action; or (b) excuse or exempt Defendants from complying with any state or federal law, rule, or regulation in the future.

74. Notwithstanding any term of this Judgment, any and all of the following forms of liability are specifically excluded from the release in Paragraph 73 above as to any entity or person, including Defendants:

a. Any criminal liability that any person or entity, including Defendants, have or may

[2] *Supra*, note 1.

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have to the States; and

b. Any civil liability or administrative liability that any person or entity, including Defendants, have or may have to the States under any statute, regulation, or rule not expressly covered by the release in Paragraph 73 above, including but not limited to, any and all of the following claims: (i) State or federal antitrust violations; (ii) State or federal securities violations; or (iii) State or federal tax claims.

VII. NO ADMISSION OF LIABILITY

75. In stipulating to the entry of this Judgment, Defendants do not admit to any violation or liability arising from any state, federal, or local law.

76. Nothing contained in this Judgment shall be construed as an admission or concession of liability by Defendants, nor to any express or implied allegations relating to current or historical data processing policies or practices. By entering into this Judgment, Defendants do not intend to create any legal or voluntary standard of care and expressly deny that any practices, policies, or procedures inconsistent with those set forth in this Judgment violate any applicable legal standard. This Judgment is not intended to be and shall not be construed as, deemed to be, represented as, or relied upon in any manner by any party in any civil, criminal, or administrative proceeding before any court, administrative agency, arbitration, or other tribunal as an admission, concession, or evidence that Defendants have violated any federal, state, or local law, or that Defendants' current or prior practices related to their **Privacy Program** is or was not in accordance with any federal, state, or local law.

VIII. GENERAL PROVISIONS

77. Nothing in this Judgment may be construed to limit the authority or ability of the

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Plaintiff to protect the interests of Wisconsin or the people of Wisconsin. This Judgment shall not bar the Plaintiff or any other governmental entity from enforcing laws, regulations, or rules against Defendants for conduct subsequent to or otherwise not covered by this Judgment.

78. Nothing in this Judgment may be construed as excusing or exempting Defendants from complying with any state, federal, or other jurisdiction's law, rule, or regulation, nor shall any provision of this Judgment be construed in a manner to prevent Defendants from complying with any such law, regulation, or rule where in conflict with this Judgment. Furthermore, no provisions of this Judgment shall be construed as authorizing, permitting, or requiring Defendants to engage in any acts or practices prohibited by any state, federal, or other jurisdiction's law, rule, or regulation.

79. Defendants must not participate in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices that are prohibited by this Judgment or that would circumvent any term of this Judgment. Defendants must not knowingly cause, permit, or encourage any other persons or entities acting on their behalf, to engage in practices prohibited by this Judgment.

80. Defendants must pay all court costs associated with the filing of this Judgment, as applicable.

81. Plaintiff and Defendants agree to waive any attorneys' fees as a prevailing party under any statute, regulation, or rule.

82. This Judgment may not be construed to waive any claims of sovereign immunity that Wisconsin may have in any action or proceeding.

83. Defendants must deliver a copy of this Judgment to, and otherwise fully apprise, its Chief Executive Officer, General Counsel, **Chief Privacy Officer**, and Board of Directors within

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ninety (90) days of the **Effective Date**. To the extent Defendants replace any of the above-listed officers or directors, Defendants must deliver a copy of this Judgment to their replacements within ninety (90) days from the date on which such person assumes his or her position with Defendants unless such person has previously been provided a copy pursuant to this Judgment.

84. If any portion of this Judgment is held invalid or unenforceable, the remaining terms of this Judgment will not be affected and will remain in full force and effect.

85. Solely for the purposes of entry of this Judgment, Defendants waive any defect associated with service of the Plaintiff's Complaint and does not require issuance or service of process of a summons. Further, Defendants waive any statutorily required notice associated with the commencement of this action, including any requirement to seek injunctive relief.

86. The Court retains jurisdiction over this Judgment and the Parties hereto for the purpose of enabling any party to the Judgment to apply to the Court at any time for such further orders and directions as may be necessary or appropriate for the construction or the carrying out of this Judgment, enforcing or modifying this Judgment, and for the purpose of granting such additional relief as may be necessary and appropriate.

87. The Parties hereby acknowledge that their undersigned representative or representatives are authorized to enter into and execute this Judgment. Defendants are and have been represented by legal counsel and have been advised by their legal counsel of the meaning and legal effect of this Judgment.

88. Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which will be considered one and the same Judgment.

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IX. NOTICES

89. Any notices or other documents required to be sent to the Parties pursuant to the Judgment shall be sent by electronic mail. Nothing herein prohibits the sending party from simultaneously providing notice by electronic mail and by United States Mail, Certified Return Receipt Requested, or other nationally recognized courier service that provides tracking services and identification of the person signing for the documents. Any notices or other documents sent pursuant to the Judgment shall be sent to:

For Plaintiff:

Gregory A. Myszkowski, Assistant Attorney General
Division of Legal Services
Wisconsin Department of Justice
17 West Main Street
P.O. Box 7857
Madison, WI 53707-7857
gregory.myszkowski@wisdoj.gov

For Defendants:

Christina Montgomery Chief Privacy and Trust Officer & Assistant General Counsel
1240 Woodward Ave, Detroit, MI 48265
Mail Code 482-22381-1101
Email: christina.montgomery@gm.com

Phyllis Sumner
Elizabeth Adler
1180 Peachtree Street, NE, Suite 1600 Atlanta, GA 30309
Email: PSumner@kslaw.com
Email: EAdler@kslaw.com

A Party may update its designee or address by sending written notice to the other Party informing them of the change.

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X. MEET AND CONFER

90. If Plaintiff has reason to believe that Defendants have failed to comply with this Judgment, and if in the Plaintiff's sole discretion the failure to comply does not threaten the health or safety of citizens and/or does not create an emergency requiring immediate action, the Plaintiff shall notify Defendants of such failure to comply and Defendants shall have thirty (30) days from receipt of such notice to provide a good faith written response, including either a statement that Defendants believe they are in full compliance or otherwise a statement explaining how the violation occurred, how it has been addressed or when it will be addressed, and what Defendants will do to make sure the violation does not happen again. The Plaintiff may agree to provide Defendants more than thirty (30) days to respond.

91. Nothing herein shall be construed to exonerate any failure to comply with any provision of this Judgment, or to compromise the authority of the Plaintiff to initiate a proceeding for any failure to comply with this Judgment after receiving the response from Defendants described in Paragraph 90 above, the Plaintiff determines that an enforcement action is in the public interest.

PROPOSED

The clerk is ordered to enter this Judgment forthwith.

It is so ordered.

JOINTLY APPROVED AND SUBMITTED FOR ENTRY:

FOR STATE OF WISCONSIN

Joshua L. Kaul
Attorney General of Wisconsin

By: _____ Date: October 29, 2026
Gregory A. Myszkowski
Assistant Attorney General
State Bar #1050022

Wisconsin Department of Justice
17 West Main Street
Post Office Box 7857
Madison, Wisconsin 53707-7857
(608) 266-7656
(608) 294-2907 (Fax)
Gregory.Myszkowski@wisdoj.gov

FOR DEFENDANT, GENERAL MOTORS LLC

_____ Date: _____
John Kim,
Assistant Secretary
General Motors LLC

_____ Date: _____
Phyllis B. Sumner,
Counsel for General Motors LLC
King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, Georgia 30309
Tel: (404) 572-4600

PROPOSED

The clerk is ordered to enter this Judgment forthwith.

It is so ordered.

JOINTLY APPROVED AND SUBMITTED FOR ENTRY:

FOR STATE OF WISCONSIN

Joshua L. Kaul
Attorney General of Wisconsin

By: _____ Date: _____
Gregory A. Myszkowski
Assistant Attorney General
State Bar #1050022

Wisconsin Department of Justice
17 West Main Street
Post Office Box 7857
Madison, Wisconsin 53707-7857
(608) 266-7656
(608) 294-2907 (Fax)
Gregory.Myszkowski@wisdoj.gov

FOR DEFENDANT, GENERAL MOTORS LLC

_____ Date: October 29, 2026
John Kim,
Assistant Secretary
General Motors LLC

_____ Date: Oct. 29, 2026
Phyllis B. Sumner,
Counsel for General Motors LLC
King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, Georgia 30309
Tel: (404) 572-4600

PROPOSED

_____ Date: _____

Negassi H. Tesfamichael
WI Bar No. 1146758
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1700 Pennsylvania Avenue, NW
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Telephone: (202) 626-2398
Fax: (202) 626-3737
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DEFENDANT, GENERAL MOTORS HOLDINGS LLC



_____ Date: October 29, 2026

John Kim,
Assistant Secretary
General Motors Holdings LLC



_____ Date: Oct. 29, 2026

Phyllis B. Sumner,
Counsel for General Motors Holdings LLC
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DEFENDANT, ONSTAR, LLC



Date: October 29, 2026

John Kim,
Assistant Secretary
OnStar, LLC



Date: Oct. 29, 2026

Phyllis B. Sumner,
Counsel for OnStar, LLC
King & Spalding LLP
1180 Peachtree Street, NE
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PROPOSED

The clerk is ordered to enter this Judgment forthwith.

It is so ordered.

JOINTLY APPROVED AND SUBMITTED FOR ENTRY:

FOR STATE OF WISCONSIN

Joshua L. Kaul
Attorney General of Wisconsin

By: _____ Date: _____
Gregory A. Myszkowski
Assistant Attorney General
State Bar #1050022

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17 West Main Street
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Gregory.Myszkowski@wisdoj.gov

FOR DEFENDANT, GENERAL MOTORS LLC

_____ Date: _____
John Kim,
Assistant Secretary
General Motors LLC

_____ Date: _____
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Date: 10/29/2026

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DEFENDANT, GENERAL MOTORS HOLDINGS LLC

Date: _____

John Kim,
Assistant Secretary
General Motors Holdings LLC

Date: _____

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Date: 10/29/2026

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PROPOSED

DEFENDANT, ONSTAR, LLC

_____ Date: _____
John Kim,
Assistant Secretary
OnStar, LLC

_____ Date: _____
Phyllis B. Sumner,
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STATE	CONSUMER PROTECTION LAWS	COMPREHENSIVE CONSUMER PRIVACY LAWS
AK - ALASKA	Unfair Trade Practices Act, Alaska Stat. 45.50.471, *et seq*.	
AL - ALABAMA	Alabama Deceptive Trade Practices Act, Ala. Code §§ 8-19-1, *et seq*.	
AZ - ARIZONA	Arizona Consumer Fraud Act, Ariz. Rev. Stat. §§ 44-1521, *et seq*.	
CO - COLORADO	Colorado Consumer Protection Act, C.R.S. §§ 6-1-101, *et seq*.	Colorado Privacy Act, C.R.S. §§ 6-1-1301, *et seq.*
CT- CONNECTICUT	Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. §§ 42-110b, *et seq*.	Data Privacy and Security, Conn. Gen. Stat. §§ 42-515, *et seq*.
DC - DISTRICT OF COLUMBIA	Consumer Protection Procedures Act, D.C. Code §§ 28-3901, *et seq*.	
DE - DELAWARE	Consumer Fraud Act, 6 Del. C. §§ 2511, *et seq*., Uniform Deceptive Trade Practices Act, 6 Del. C. §§ 2531, *et seq.*	Delaware Personal Data Privacy Act, 6 Del. C. §§ 12D-101, *et seq.*
FL-FLORIDA	Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, § 501.201 *et seq*., Florida Statutes	
HI - HAWAII	Uniform Deceptive Trade Practice Act, Haw. Rev. Stat. § 481A and Haw. Rev. Stat. § 480-2	

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ID - IDAHO	Idaho Consumer Protection Act, Idaho Code §§ 48-601, *et seq*.	
IL - ILLINOIS	Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq*.	
KS - KANSAS	Kansas Consumer Protection Act, K.S.A §§ 50-623, *et seq*.	
KY- KENTUCKY	Kentucky Consumer Protection Act, KRS §§ 367.110-367.300, 367.990	Kentucky Consumer Data Protection Act (§§ KRS 367.3611 *et seq*.) (effective Jan. 1, 2026)
MA - MASSACHUSETTS	Massachusetts Consumer Protection Act, Mass. Gen. Laws ch. 93A	
MD - MARYLAND	Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101, *et seq*.	Maryland Online Data Privacy Act, Md. Code Ann., Com. Law §§ 14-4701, *et seq*.
ME - MAINE	Maine Unfair Trade Practices Act, 5 M.R.S.A. §§ 205-A, *et seq.*	
MI - MICHIGAN	Michigan Consumer Protection Act, MCL 445.901 *et seq*.	

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MN - MINNESOTA	Uniform Deceptive Trade Practices Act, Minn. Stat. §§ 325D.43-.48; Consumer Fraud Act, Minn. Stat. §§ 325F.68-.6945	Minnesota Consumer Data Privacy Act, Minn. Stat. §§ 325M.10-325M.21 (effective July 31, 2025)
MS - MISSISSIPPI	Miss. Code. Ann. § 75-24-1 *et seq*.	
NC - NORTH CAROLINA	North Carolina Unfair and Deceptive Trade Practices Act, N.C.G.S. §§ 75-1.1, *et seq*.	
NH - NEW HAMPSHIRE	New Hampshire Consumer Protection Act, N.H. Rev. Stat. Ann. §§ 358-A:1, *et seq*.	N.H. Rev. Stat. Ann. §§ 507-H:1, *et seq*. (effective Jan. 1, 2025)
NJ - NEW JERSEY	New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, *et seq*.	N.J.S.A. 56:8-166.4 to 56:8-166.19 (effective Jan. 15, 2025)
NV - NEVADA	Nevada Deceptive Trade Practices Act, Nev. Rev. Stat. §§ 598.0903, *et seq*.	
NY - NEW YORK	N.Y. Exec. Law § 63(12); N.Y. Gen. Bus. Law §§ 349/350	
ND - NORTH DAKOTA	N.D. Cent. Code §§ 51-15-01, *et seq.*	

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OH - OHIO	Ohio Consumer Sales Practices Act, R.C. §§ 1345.01, *et seq*.	
OK - OKLAHOMA	Oklahoma Consumer Protection Act, 15 O.S. Section 751, *et seq*.	
OR - OREGON	Oregon Unlawful Trade Practices Act, ORS 646.605, *et seq*.	Oregon Consumer Privacy Act, ORS 646A.570-646A.589 (effective July 1, 2024)
PA - PENNSYLVANIA	Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1, *et seq*.	
SC - SOUTH CAROLINA	South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10, *et seq*.	
SD - SOUTH DAKOTA	Deceptive Trade Practices and Consumer Protection Act, S.D. Codified Laws §§ 37-24-1, *et seq.*	
UT - UTAH	Utah Consumer Sales Practices Act Utah Code §§ 13-11-1, *et. seq.*	Utah Consumer Privacy Act, Utah Code §§ 13-61-101, *et seq.*
VA - VIRGINIA	Virginia Consumer Protection Act, Virginia Code §§ 59.1-196 through 59.1-207	Consumer Data Protection Act, Virginia Code §§ 59.1-575-59.1-584

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VT - VERMONT	Vermont Consumer Protection Act, 9 V.S.A. §§ 2451, *et seq*.	
WA - WASHINGTON	Washington Consumer Protection Act, RCW 19.86.010, *et seq*.	
WI - WISCONSIN	Wisconsin Deceptive Trade Practices Act, Wis. Stat. §§ 100.18, *et seq.*	

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