



Jul 16, 2025

Categories:

[Class Action](#)

Authors:

[Michael R. McDonald](#)

Sixth Circuit Vacates Certification of a Sprawling Multistate Class of GM Vehicle Owners Alleging Transmission Defects

In *Speerly v. GM, LLC*, the Sixth Circuit *en banc* reversed a district court's order granting summary judgment on GM's claims alleging defects in GM's Hydra-Matic 8-Speed Transmission in vehicle models with a total of 59 state-law claims on behalf of roughly 800,000 individual car owners. (i) the transmission fluid absorbed moisture, changing its viscosity and causing vehicles to lunge forward or "shudder."

Before addressing the substantive elements of each cause of action, the court addressed the Rule 23 requirements. The court held that the Rule 23 analysis "will inevitably address issues of commonality and predominance." The court noted that the "district court, as a result, must not defer merits questions bearing on Rule 23's demands." The Rule 23 analysis "will inevitably address issues of commonality and predominance," required for the commonality and predominance element, claim-by-claim inquiry" required for the commonality and predominance element. The court noted that the "district court, as a result, must not defer merits questions bearing on Rule 23's demands."

Regarding the commonality requirement, the Sixth Circuit explained that under Rule 23(a), the court must identify an issue that is "central" to the validity of each claim, and "an issue is not 'central' to the validity of each claim if it is not 'central' to the cause of action." Thus, "it flows from *Wal-Mart* that only an element-oriented analysis permits a court to certify a class for a lawsuit forward."

As such, the court rejected the district court's reasoning that commonality was satisfied because all transmissions had shift or shudder defects, whether GM knew of the defects, and whether generalized questions yield a common answer." "By hitching all 59 claims to a single question, the court ignored how significant differences across each cause of action raise serious commonality questions. In conducting an element commonality analysis, this court cannot effectively review which questions are central to the cause of action."

A court might find that the element of breach in an express-warranty claim asks whether GM promised to fix? But the element of breach in an implied-warranty claim asks whether the transmission amount to a defect that makes the car unfit for its ordinary purpose. The court noted that class members' transmission problems might not seriously disrupt the safety and performance of the car, while others who merely felt a "light punch" while upshifting while others felt a "lurch[.]"

The same goes for knowledge. Is the right question whether GM knew that the transmission was defective? That might lend itself to a common question that GM knew that it couldn't fix buyer vehicles and kept selling them. The court noted that the question does not lend itself to a common answer because GM repaired the shudder defect in some vehicles but not others, and some were covered with its free warranties.

Thus, by resolving the commonality question "at the level of generality of a 'defect' in the transmission," the court failed to address the question of a 'defect' in the transmission.

Regarding the predominance requirement, the court likewise emphasized that a "common question" was necessary to determine which ones, if any, predominated. The court noted that the cause of action could not be proven with class-wide evidence, and further, parties' testimony and evidence in the district courts cannot ignore the variations in states' laws and cannot defer ruling on the question of predominance.

Finally, the Sixth Circuit rejected the district court's conclusion that GM waived its right to arbitration as to the named plaintiffs. "[W]aiver, or GM's 'voluntary relinquishment' of its right to arbitration, cannot speak for the unnamed class members."

The lengthy *en banc* decision was followed by two concurring opinions and a dissent. The Supreme Court may be asked to weigh in.

© 2026 FBT Gibbons LLP. May be considered attorney advertising in some jurisdictions.