

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
VIRGINIA, HARRISONBURG DIVISION

Antwhon Suiter v. GM - General Motors, LLC

Suiter · No. 5:24-cv-00054 · Decided March 12, 2026

SUMMARY

The United States District Court for the Western District of Virginia reviews objections to a magistrate judge’s Report and Recommendation concerning General Motors, LLC’s dispositive motion in Antwhon Suiter’s action arising from alleged defects in a used Chevrolet Malibu. The opinion addresses claims under the Magnuson-Moss Warranty Act, Virginia’s Lemon Law, negligence, the Virginia Consumer Protection Act, and fraudulent concealment, applying both Rule 12(b)(6) and Rule 56 standards. The court overrules Suiter’s objections and adopts the Report and Recommendation in its entirety, granting relief on specified claims while denying without prejudice the motion as to the implied-warranty claim.

CASE DETAILS

COURT	United States District Court for the Western District of Virginia, Harrisonburg Division
WRITING FOR THE COURT	Jasmine H. Yoon
JURISDICTION	United States District Court for the Western District of Virginia, Harrisonburg Division
DECIDED	March 12, 2026
DOCKET	5:24-cv-00054
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff objected to a magistrate judge's report and recommendation addressing GM's motion to dismiss, which had been converted in part to a Rule 56 motion for summary judgment. The district court reviewed the objected-to portions de novo and the remainder for clear error.
STANDARD OF REVIEW	De novo review applied to properly specific objections to the report and recommendation; clear-error review applied to unobjected-to portions. Rule 12(b)(6) claims were evaluated for facial plausibility, accepting well-pleaded allegations as true and construing them in plaintiff's favor. Summary judgment was appropriate if no genuine

	dispute of material fact existed and the movant was entitled to judgment as a matter of law.
PRECEDENTIAL VALUE	unknown
PARTIES	Antwhon Suiter v. GM - General Motors, LLC

TOPICS

summary judgment motions to dismiss breach of contract consumer protection negligence

PRACTICE AREAS

civil procedure contracts consumer protection products liability

QUESTIONS PRESENTED

1. Whether GM was entitled to summary judgment on the Magnuson-Moss Warranty Act claim based on breach of express warranty because the applicable warranty periods expired before Suiter discovered the alleged defects.
2. Whether the Certified Pre-Owned program or alleged representations restarted or extended the applicable express warranty periods.
3. Whether Virginia's future-performance warranty provision or fraudulent-concealment tolling doctrine extended the contractual warranty coverage period.
4. Whether Suiter's negligence and design-defect claim was barred by Virginia's economic loss doctrine.
5. Whether the Virginia Lemon Law claim was barred because the lemon law rights period ran from the original delivery of the new vehicle and had expired before Suiter's claim.
6. Whether the magistrate judge's remaining recommendations should be adopted after clear-error review.

HOLDINGS

1. GM was entitled to summary judgment on the express-warranty portion of Count I because the applicable express warranty periods expired before Suiter discovered the alleged defects, and Suiter identified no evidence creating a genuine dispute regarding the warranty dates.
2. The vehicle's Certified Pre-Owned status and general representations that it was like new or defect-free did not restart or extend the written warranty periods and did not establish an additional Magnuson-Moss written warranty.
3. Virginia Code § 8.2-725 and fraudulent-concealment tolling did not extend the contractual warranty coverage periods because those doctrines concern statutes of limitations, not the durational limits of warranty coverage.
4. The Virginia Lemon Law claim was time-barred because the lemon law rights period runs for eighteen months from the original delivery of a new motor vehicle, not from the later sale of the used vehicle to Suiter.

5. The negligence and design-defect claim was barred by Virginia's economic loss doctrine because the alleged loss consisted of economic loss and damage to the vehicle itself, without adequately pleaded actual personal injury or damage to other property.

KEY QUOTATIONS

“Virginia’s economic loss doctrine “bars parties from recovering in tort ‘simply by recasting a contract claim as a tort claim.’” (at 25)

“The court will overrule Suiter’s objections, (Dkt. 57), and adopt the R&R, (Dkt. 54), in its entirety.” (at 31)

FACTUAL BACKGROUND

Suiter purchased a used 2018 Chevrolet Malibu from Jim Price Chevrolet on July 20, 2022, after the vehicle had originally been sold new to another owner on April 21, 2018. In May or June 2024, he alleged defects including a cracked brake light allowing water and mold into the interior, a failure to lock into park, and shaking and instability during braking. GM's evidence showed that the applicable bumper-to-bumper, powertrain, Certified Pre-Owned, and Certified Pre-Owned powertrain warranty periods had expired by April 21, 2024, before Suiter discovered the defects.

PROCEDURAL HISTORY

Suiter filed this action in July 2024 and later amended his complaint after the court found that service of the initial complaint did not comply with Federal Rule of Civil Procedure 4. The amended complaint asserted claims under the Magnuson-Moss Warranty Act, the Virginia Lemon Law, negligence, the Virginia Consumer Protection Act, and fraudulent concealment. Magistrate Judge Hoppe recommended granting GM's dispositive motion as to Counts II, III, V, VI, and the express-warranty portion of Count I, while denying it without prejudice as to the implied-warranty portion of Count I. The district court overruled Suiter's objections and adopted the recommendation in its entirety.

DISPOSITION

other

CASES CITED

- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Zak v. Chelsea Therapeutics Int’l, Ltd., 780 F.3d 597, 606-07 (4th Cir. 2015)
- Diamond v. Colonial Life & Accident Ins. Co., 416 F.3d 310, 315 (4th Cir. 2005)
- Elijah v. Dunbar, 66 F.4th 454, 460-61 (4th Cir. 2023)
- United States v. Midgett, 478 F.3d 616, 622 (4th Cir. 2007)
- Edwards v. City of Goldsboro, 178 F.3d 231, 243 (4th Cir. 1999)
- Bing v. Brivo Sys., LLC, 959 F.3d 605, 616 (4th Cir. 2020)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007)
- Wikimedia Found. v. Nat’l Sec. Agency, 857 F.3d 193, 208 (4th Cir. 2017)

- Estelle v. Gamble, 429 U.S. 97, 106 (1976)
- Haines v. Kerner, 404 U.S. 519, 520-21 (1972)
- Wall v. Rasnick, 42 F.4th 214, 218 (4th Cir. 2022)
- Weller v. Dep't of Soc. Servs. for City of Balt., 901 F.2d 387, 391 (4th Cir. 1990)
- Celotex Corp. v. Catrett, 477 U.S. 317, 322-23 (1986)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248, 252 (1986)
- Harbour Gate Owners' Ass'n, Inc. v. Berg, 348 S.E.2d 252, 257 (Va. 1986)
- Subaru of Am., Inc. v. Peters, 500 S.E.2d 803, 805-07 (Va. 1998)
- Sensenbrenner v. Rust, Orling & Neale, Architects, Inc., 374 S.E.2d 55, 57-58 (Va. 1988)
- Tingler v. Graystone Homes, Inc., 834 S.E.2d 244, 265-66 (Va. 2019)
- Redman v. John D. Brush & Co., 111 F.3d 1174, 1183 (4th Cir. 1997)
- Caudill v. Wise Rambler, Inc., 168 S.E.2d 257, 259 (Va. 1969)
- Supermarket of Marlinton, Inc. v. Meadow Gold Dairies, Inc., 71 F.3d 119, 122 (4th Cir. 1995)
- Jones v. Saxon Mortg., Inc., 537 F.3d 320, 327 (4th Cir. 1998)
- Newman v. Walker, 618 S.E.2d 336, 336 (Va. 2005)