

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

RILLA JEFFERSON, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

GENERAL MOTORS LLC,

Defendant.

No. 2:20-cv-02576

MARK RILEY, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

GENERAL MOTORS LLC,

Defendant.

No. 2:24-cv-02982

STIPULATION AND AGREEMENT OF SETTLEMENT

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This settlement agreement (“Agreement”) is made and entered into between Plaintiffs Rilla Jefferson and Mark Riley (each, a “Plaintiff” and together, “Plaintiffs”) and Defendant General Motors LLC (hereinafter “GM”). The Agreement is intended to fully, finally and forever resolve, discharge and settle the claims in the *Jefferson* Action and *Riley* Action and all matters raised or that could have been raised therein, subject to the terms and conditions set forth below as well as approval by the Court. Capitalized terms shall have the meaning ascribed to them in Section II hereof to the extent such terms are defined therein.

I. RECITALS

1.1. WHEREAS, Plaintiffs filed the *Jefferson* Action in August 2020 and the *Riley* Action in March 2021, asserting claims against GM for breach of contract, breach of state-law express and implied warranty, and breach of warranty under the Magnuson-Moss Warranty Act related to the STP Issue on behalf of putative classes of purchasers of the Class Vehicles;

1.2. WHEREAS, in the *Jefferson* Action, in September 2021, the Court granted in part and denied in part GM’s motion to dismiss and struck Plaintiff’s claim for punitive damages; in May 2023, the Court granted in part and denied in part GM’s motion for summary judgment and granted Plaintiff’s motion for class certification; in August 2023, the Court modified its previous order granting class certification; in March 2024, the Court approved Plaintiff’s proposed class notice and notice plan; in May 2024 class notice was mailed and emailed to members of the *Jefferson* Class notifying members of their right to exclude themselves from the class; and no members of the *Jefferson* Class requested to be excluded from the class;

1.3. WHEREAS, in the *Riley* Action, in March 2022, the Ohio Court denied GM’s motion to dismiss and granted GM’s motion to strike Plaintiff’s claim for punitive damages; in May 2023, the Ohio Court granted in part and denied in part GM’s motion for summary judgment and granted Plaintiff’s motion for class certification; and in May 2024, Plaintiff moved for approval of the proposed class notice and notice plan;

1.4. WHEREAS, following mediation of the Actions and subsequent arm’s-length settlement discussions, the Parties entered in a term sheet dated November 19, 2024, which the Parties have now fully and finally agreed and memorialized in this Agreement, including agreement to resolve the Parties’ dispute regarding application of the term sheet , as described further below;

1.5. WHEREAS, on December 11, 2024, in light of the Parties' settlement in principle, the Ohio Court transferred the *Riley* Action to the Court, and on December 16, 2024, the Court consolidated the Actions for the purpose of seeking approval of the Settlement;

1.6. WHEREAS, GM continues to deny all of the allegations that Plaintiffs have asserted in the Actions and specifically denies that GM has engaged in any wrongdoing whatsoever or that the Actions were properly certified and can be maintained as class actions for litigation purposes;

1.7. WHEREAS, the Parties' settlement negotiations were informed by the Parties' exchange of information and supervised by their mediator, Hunter Hughes. After carefully considering the facts and applicable law and the risks, expense, and uncertainty of continued litigation, and after having engaged in extensive negotiations, the Parties agree that it is in their mutual best interests to conclusively resolve the claims in the Actions on fair, reasonable, and adequate terms without the uncertainty, expense, and delay of further litigation pursuant to the terms set forth in this Agreement;

1.8. WHEREAS, Plaintiffs and Class Counsel have examined the benefits to be obtained under the terms of this Agreement, have considered the risks associated with the continued prosecution of the Actions and the likelihood of success on the merits and believe that, after considering all of the circumstances, the proposed Settlement set forth in this Agreement is fair, reasonable, adequate and in the best interests of the Settlement Class;

1.9. WHEREAS, GM recognizes and acknowledges the expense and length of continued proceedings that would be necessary to defend the Actions through trial and any appeals, and in agreeing to enter this Settlement has taken into account the uncertainties of further litigation as well as the difficulties and delays inherent in such litigation;

1.10. WHEREAS, the Parties agree that neither this Agreement nor the Settlement it represents shall be construed in the Actions or any other litigation or proceeding as an admission by GM of any wrongdoing whatsoever, including an admission of a violation of any statute or law or regulation or of liability on the claims or allegations in the Actions;

1.11. WHEREAS, the Parties agree and understand that neither this Agreement nor the Settlement it represents shall be construed or be admissible as an admission or acknowledgement by GM in the Actions or in any other proceedings

that Plaintiffs' claims or any similar claims are or would be suitable for class treatment if the Actions proceeded through both litigation and trial; and

1.12. WHEREAS, the Parties desire to compromise and settle all issues and claims arising out of or related to the claims that were asserted or could have been asserted in the Actions against GM.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties hereto agree as follows, subject to preliminary and final approval by the Court and the resolution of any and all appeals, that the Actions and the Released Claims shall be fully and finally compromised, settled and released and that the Actions shall be dismissed with prejudice as set forth herein subject to and upon the terms and conditions described below:

II. DEFINITIONS

As used in this Agreement, the following terms not defined above shall have the meanings set forth below:

2.1. "Actions" refers collectively to the *Jefferson* Action and the *Riley* Action.

2.2. "Agreement" means this Agreement, including its attached exhibits, which are incorporated herein by reference, duly executed by Class Counsel and GM's counsel, on behalf of the Plaintiffs/class representatives and GM respectively.

2.3. "Attorneys' Fees and Expenses" means those amount(s) awarded to Class Counsel for attorneys' fees and reimbursement of litigation expenses, in amount(s) to be determined by the Court.

2.4. "Attorneys' Fee and Expense Application" means any application that Class Counsel may submit for Attorneys' Fees and Expenses and/or for Service Awards.

2.5. "Automatic Payment" shall mean a payment of \$500 to a Settlement Class Member pursuant to Section IV.B of this Agreement.

2.6. "Claim" means a Potential Class Member's claim that he/she/it is entitled to a Settlement Payment, as established by the appearance of such Potential Class Member's VIN in the Warranty Data and/or by such Potential Class Member's submission of a Claim Form and/or any Supporting Documentation and/or any Proof of Ownership/Lease.

2.7. “Claim Form” means the form that certain Settlement Class Members must complete and submit in order to be eligible for certain benefits under the Settlement, which document shall be substantially in the form of Exhibit 1 hereto, together with any Supporting Documentation necessary to support each Class Member’s entitlement to a Settlement Payment, as provided in Sections IV and V. The Claim Form shall be signed under penalty of perjury.

2.8. “Class Counsel” means Lemberg Law LLC, Lafferty Law Firm, Inc., and The Chandra Law Firm, LLC.

2.9. “Class Members” means Persons who fall within the *Jefferson* Class or *Riley* Class. For the avoidance of doubt, each Plaintiff is also a Class Member.

2.10. “Class Notice” means the Court-approved form of notice to the Potential Class Members, in substantially the same form as Exhibits 2-4, which will notify the Potential Class Members of the Agreement, and the scheduling of the Fairness Hearing, among other things, and will be mailed directly to Potential Class Members and emailed to those email addresses the Settlement Administrator identifies as being associated with Potential Class Members; and posted on the Settlement Website. “Long-Form Notice” means the Class Notice in substantially the same form as Exhibit 2 hereto, “Short-Form Notice” means the Class Notice in substantially the same form as Exhibit 3 hereto, and “Email Notice” means the Class Notice in substantially the same form as Exhibit 4 hereto.

2.11. “Class Vehicles” refers to *Jefferson* Class Vehicles and *Riley* Class Vehicles.

2.12. “Court” refers to the U.S. District Court for the Western District of Tennessee.

2.13. “Customer Pay Data” means the spreadsheets produced by GM’s Counsel on December 19, 2024, reflecting financial and other information associated with non-warranty repairs conducted on certain Class Vehicles.

2.14. “Effective Date” means fifteen (15) days after the Final Order and Judgment and Preliminary Approval Order become Final and Non-Appealable, such that the Agreement and the Final Order and Judgment may be fully implemented without any further risk that the Agreement and/or the Final Order and Judgment could be further challenged, modified and/or reversed.

2.15. “Fairness Hearing” means the final hearing, held after the Preliminary Approval order is issued, to be held before the Court to determine whether the

Settlement should be approved as fair, reasonable and adequate pursuant to Rule 23(e)(2); whether the Judgment should be entered; and whether the Attorneys' Fees and Expenses Application should be granted in whole or in part.

2.16. "Final and Non-Appealable" means (1) if and when thirty (30) days have passed after the date of entry of the relevant order(s) and/or judgment(s) without the filing in any court of any motion that would legally extend the time to appeal such order or judgment or which challenges or seeks reconsideration, modification or vacation of such order or judgment; or (2) if an appeal is filed, when the appellate court enters an order or judgment dismissing or overruling in its entirety the relief requested and that order or judgment itself becomes final and no longer subject to further review in any court, including but not limited to the issuing court.

2.17. "Final Order and Judgment" and "Final Approval" and "Judgment" refers to the Final Order and Judgment issued by the Court as defined in Section III.B that gives full and final approval to the Agreement, and all aspects of the Settlement, and dismissing the Actions with prejudice.

2.18. "GM's Counsel" means Mayer Brown LLP, Seyfarth Shaw LLP, and King & Spalding LLP.

2.19. "Jefferson Action" means the lawsuit styled as *Jefferson v. General Motors LLC*, filed and pending in the Court as case no. 2:20-cv-02576.

2.20. "Jefferson Class" means (1) initial purchasers and lessees of *Jefferson* Class Vehicles who purchased or leased those vehicles in Tennessee; (2) who sought a repair from a GM dealer regarding the STP Issue during the warranty period; and (3) who were not provided with either a silicon-free replacement shifter assembly or silicon-free shifter control wire harness at no charge.

2.21. "Jefferson Class Vehicles" means new model-year 2017-18 GMC Acadia vehicles.

2.22. "Non-Warranty-Data Settlement Class Member" means a Settlement Class Member who is not a Warranty-Data Settlement Class Member.

2.23. "Notice and Administrative Costs" means the reasonable and authorized costs and expenses of disseminating and publishing Class Notice in accordance with the Preliminary Approval Order and the Court's March 13, 2024, Order on Class Notice, and all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement as directed

by the Parties and as approved by the Court, including but not limited to the fees of the Settlement Administrator and its costs and expenses incurred in mailing of the settlement consideration described below to Class Members, subject to any agreements between GM and the Settlement Administrator regarding limitations on any costs, expenses, and fees in excess of the estimate the Settlement Administrator provides the Parties.

2.24. “Notice Date” means the date by which the Settlement Administrator completes (1) the mailing of a copy of the Short-Form Notice by first class mail, postage prepaid, to each Potential Class Member and (2) the emailing of a copy of the Short-Form Notice to all email addresses the Settlement Administrator identifies as being associated with Potential Class Members. The Notice Date shall be no later than ninety (90) days after the Court enters the Preliminary Approval Order.

2.25. “Notice of Intention to Appear” means the document that any Class Member or Class Member’s counsel must file with the Court if the Class Member has an Objection to the Agreement and wishes to appear at the Fairness Hearing.

2.26. “Objection” means a written notice of objection to any aspect of the Agreement submitted by or on behalf of a Settlement Class Member by following the procedures set forth herein and in the Class Notice.

2.27. “Objection Deadline” means the deadline to be set in the Preliminary Approval Order by which an Objection must be filed with the Court.

2.28. “Ohio Court” means the U.S. District Court for the Southern District of Ohio.

2.29. “Opt Out” or “Request for Exclusion” means a request by a Class Member to be excluded from the *Jefferson* or *Riley* Class and, therefore, from the settlement provisions set forth in this Agreement, by following the procedures set forth herein and in the Class Notice.

2.30. “Opt-Out Deadline” or “Request for Exclusion Deadline” means the last date on which a Class Member may request to be excluded from the Settlement Class and thereafter not be bound by the Agreement, Settlement, or any aspect thereof, but also not be entitled to share in any of the compensation available to Class Members pursuant to the Agreement and Settlement.

2.31. “Opt-Out List” means the list compiled by the Settlement Administrator identifying those Class Members who properly Opt Out and submit a Request for Exclusion.

2.32. “Out-of-Pocket Reimbursement Payment” means an amount payable to Settlement Class Members, not exceeding \$375 per Class Vehicle, intended to compensate Settlement Class Members for out-of-pocket repair costs associated with the STP Issue, pursuant to Section IV.C of this Agreement.

2.33. “Parties” refers collectively to Plaintiffs and GM. “Party” shall mean any one of the “Parties.”

2.34. “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, affiliates, attorneys, predecessors, successors, representatives, insurers and/or assignees.

2.35. “Plaintiffs” means plaintiffs and class representatives Rilla Jefferson and Mark Riley.

2.36. “Preliminary Approval Motion” means the motion seeking the Court’s preliminarily approval of the Settlement.

2.37. “Preliminary Approval Order” means the order of the Court preliminarily approving the Settlement.

2.38. “Potential Class Members” means (a) initial purchasers and lessees of *Jefferson* Class Vehicles who purchased or leased those vehicles in Tennessee and (b) initial purchasers and lessees of *Riley* Class Vehicles who purchased or leased those vehicles in Ohio.

2.39. “Proof of Ownership/Lease” means documentation establishing a Class Member owned or leased a Class Vehicle at the time of its initial purchase/lease or at the time of the repair(s) and/or requested repair(s) of the STP Issue (as established in the Warranty Data, Customer Pay Data, and/or Claim Form) and shall be established through submission of vehicle title, vehicle purchase/lease agreement, dealer invoice, insurance documentation, financing documentation, or vehicle registration sufficient to identify such Class Member’s ownership or lease of the Class Vehicle at such time(s). Proof of Ownership/Lease shall only be required where the Settlement Administrator cannot verify Class Member ownership or lease status as of the time of the relevant repair(s) using available Department of Motor Vehicle (“DMV”) records, including if DMV records show title to the vehicle transferred within three weeks of the date of the relevant repair(s) reflected in the Warranty Data, Customer Pay Data, and/or Claim Form. In such circumstances, the

Settlement Administrator will request Proof of Ownership/Lease from the Class Member directly.

2.40. “Releases” means the releases of claims against the Released Parties and related agreements described in Section VII below.

2.41. “Released Claims” means the claims released under the Releases set forth in more detail in Section VII below.

2.42. “Released Parties” means GM, any individual or entity, including authorized GM dealerships, involved in any way in the design, manufacture, advertising, marketing, distribution, sale, and/or service of any of the Class Vehicles purchased or leased by the Class Members, as well as all of these individuals’ and entities’ past, present, and future employees, officers, directors, shareholders, owners, partners, members, joint venturers, managers, representatives, adjusters, attorneys, agents, consultants, insurers, excess insurers, reinsurers, indemnitors, contractors, employers, affiliates, divisions, partnerships, independent contractors, servants, parents, subsidiaries, related entities, predecessors, successors, assignors, assignees, including but not limited to, successors or predecessors by merger, and any other person or entity who has, had, or could have legal responsibility relating to the Released Claims.

2.43. “Riley Action” means the lawsuit styled *Riley v. General Motors LLC*, filed in the Ohio Court as case no. 2:21-cv-00924, and now consolidated with the *Jefferson Action* for approval of class action settlement and pending in the Court as case no. 2:24-cv-02982.

2.44. “Riley Class” means (1) initial purchasers and lessees of *Riley Class Vehicles* who purchased or leased those vehicles in Ohio; (2) who sought a repair from a GM dealer regarding the STP Issue during the warranty period; and (3) who were not provided with a silicon-free replacement part.

2.45. “Riley Class Vehicles” means new model-year 2017-2019 GMC Acadia vehicles, new model-year 2019 Chevrolet Blazer vehicles, new model-year 2016-2019 Chevrolet Malibu vehicles, new model-year 2018-2019 Chevrolet Traverse vehicles, and new model-year 2016-2019 Chevrolet Volt vehicles.

2.46. “Section” means a numbered section or subsection in this Agreement.

2.47. “Service Awards” means the amount sought by application to and approved by the Court and that is payable to Plaintiffs as described in Section VI.B

for, *e.g.*, commencing the Actions and subjecting themselves to the loss of privacy, discovery, and potential appearance at trial.

2.48. “Settlement” means the agreement by the Parties to resolve, on a class-wide basis, the Actions and all Released Claims, the consideration and other terms of which have been memorialized and provided for in this Agreement.

2.49. “Settlement Administrator” means a third-party agent or administrator to be selected by Class Counsel and GM’s Counsel and approved by the Court to help implement and effectuate this Agreement.

2.50. “Settlement Class” or “Settlement Class Members” means all Class Members who do not submit a timely Request for Exclusion.

2.51. “Settlement Payment” means a payment due to a Settlement Class Member pursuant to Sections IV and V.

2.52. “Settlement Payment Recipients” means Settlement Class Members who have a right to receive a Settlement Payment under this Agreement.

2.53. “Settlement Website” means the website created and maintained by the Settlement Administrator, which will contain, among other things, the Class Notice and Claim Forms and documents related to the Actions and Settlement.

2.54. “STP Issue” means the “Shift to Park” issue that is the subject of the Actions, whereby a “Shift to Park” message appears on a vehicle’s dashboard even though the vehicle is already in park, along with alleged associated issues, including but not limited to drivers’ inability to turn vehicles off and battery draining.

2.55. “Supporting Documentation” means an invoice and/or other combination of repair documentation substantiating entitlement to an Out-of-Pocket Reimbursement Payment by showing (1) the VIN of the relevant Class Vehicle, (2) the date of the relevant repair, (3) a description of the work performed, (d) proof of the total amount paid (for both parts and labor), and (4) the facility that performed such repair.

2.56. “Total Payment” means the total money payable to a Settlement Class Member, including any Automatic Payment and Out-of-Pocket Reimbursement Payment, pursuant to Section IV. The Settlement Administrator shall cause claims to be paid electronically or issue and mail checks or other payments to the Settlement Class Members in accordance with the notice and other procedures described in Section V and any subsequent order of the Court.

2.57. “Uncashed Payment” means any payment paid by check or other means to a Settlement Payment Recipient that is returned to the Settlement Administrator as undeliverable or that is uncashed, meaning not endorsed and presented to the financial institution or trust company.

2.58. “VIN” means Vehicle Identification Number.

2.59. “Warranty Data” means the spreadsheets produced by GM on December 19, 2024, reflecting financial and other information associated with certain warranty repairs conducted on Jefferson Class Vehicles that were purchased or leased in Tennessee and Riley Class Vehicles that were purchased or leased in Ohio.

2.60. “Warranty-Data Settlement Class Member” means a Settlement Class Member who owned a Class Vehicle (or leased such Class Vehicle, if such Class Vehicle was subject to a lease) with a VIN that the Warranty Data shows either (1) received a warranty repair in or before April 2019 or (2) received the warranty repair referred to in the Warranty Data as “in-line shifter wire harness jumper installation,” provided such Settlement Class Member owned or leased the associated Class Vehicle at the time of the repair(s) reflected in such Warranty Data. For the avoidance of doubt, the Parties agree that there are 4,945 such VINs for *Riley* Class Vehicles and 570 such VINs for *Jefferson* Class Vehicles reflected in the Warranty Data. A list of the agreed-upon 5,515 VINs reflected in the Warranty Data is set forth in a separate Appendix that was prepared and agreed to by the Parties.

III. SETTLEMENT APPROVAL – PRELIMINARY APPROVAL ORDER AND FINAL ORDER AND JUDGMENT

A. Preliminary Approval Order

3.1. Promptly after execution of this Agreement by all Parties, Class Counsel shall take all reasonable and necessary steps to obtain entry of the Preliminary Approval Order, which is without material alteration from Exhibit 5 hereto, and which provides as follows:

- a. Preliminarily approves this Agreement;
- b. Schedules a Fairness Hearing to consider the fairness, reasonableness and adequacy of the proposed Settlement under Fed. R. Civ. P. 23(e)(2) and whether it should be finally approved by the Court, such Fairness Hearing to be no earlier than one hundred eighty (180) days after the entry of the Preliminary Approval Order, subject to Court approval (the

motion for preliminary approval will note that although the Parties worked in good faith to facilitate the June 20, 2025 hearing date the Court set in its Scheduling Order for Settlement Approval, there is good cause to continue such date to facilitate the administrator's Class Notice, allow sufficient time for Class Members to submit Claim Forms, and facilitate the agreed-upon Opt-Out List deadlines);

c. Finds that the proposed Settlement is sufficiently fair, reasonable and adequate to warrant providing the Class Notice to the Class Members;

d. Appoints the Settlement Administrator in accordance with the provisions of Sections 5.1 and 5.2;

e. Approves the Class Notice, the content of which is without material alteration from Exhibits 2-4 hereto, and directs the Class Notice to be provided in accordance with Section V;

f. Approves the Claim Form, the content of which is without material alteration from Exhibit 1 hereto, and sets a deadline for submission of Claim Forms (and any accompanying Supporting Documentation) of ninety (90) days after the Notice Date;

g. Approves the creation of the Settlement Website as described in Section 5.7;

h. Finds that the Class Notice as provided for in Section V.D is: (1) reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice; (2) reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Actions and of their right to object to or exclude themselves from (as applicable) the proposed Settlement; and (3) meets all applicable requirements of applicable law;

i. Requires any Person who wishes to exclude himself/herself/itself from the *Jefferson* or *Riley* Class to submit an appropriate, timely Request for Exclusion, postmarked no later than sixty (60) days after the Notice Date, or as the Court may otherwise direct, to the Settlement Administrator at the address on the Class Notice;

j. Preliminarily enjoins all Settlement Class Members from (1) filing, commencing, prosecuting, intervening in or participating as a plaintiff, claimant or class member in any other lawsuit or administrative,

regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Actions or the Released Claims, (2) filing, commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any Class Members who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Actions or the Released Claims and (3) attempting to effect Opt-Outs of individuals or a class of individuals in any lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Actions or the Released Claims. This Agreement is not, however, intended to prevent Class Members from participating in any action or investigation initiated by a state or federal agency;

k. Orders that any Class Member who does not submit a Request for Exclusion will be bound by all proceedings, orders and judgments in the Actions;

l. Requires each Class Member who wishes to object to the fairness, reasonableness or adequacy of this Agreement or the proposed Settlement or to the Attorneys' Fee and Expense Application or the Service Awards to file with the Court and serve on Class Counsel and GM's Counsel, no later than sixty (60) days after the Notice Date, or as the Court may otherwise direct, a statement of the objection signed by the Settlement Class Member containing all of the information listed in Section 9.3.

m. Requires any response to an Objection to be filed with the Court no later than fifteen (15) days prior to the Fairness Hearing;

n. Specifies that any Settlement Class Member who does not file a timely written Objection to the Settlement or who fails to otherwise comply with the requirements of Section IX shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise;

o. Requires that any attorney hired by a Settlement Class Member will be hired and compensated at the Settlement Class Member's expense for the purpose of objecting to this Settlement Agreement or to the proposed

Settlement or to the Attorneys' Fee and Expense Application or the Service Awards;

p. Requires that any attorney hired by a Settlement Class Member for the purpose of objecting to the proposed Settlement or to the Attorneys' Fee and Expense Application or to the Service Awards and who intends to make an appearance at the Fairness Hearing to provide to Class Counsel and GM's Counsel and to file with the Clerk of the Court a Notice of Intention to Appear no later than sixty (60) days after the Notice Date or as the Court may otherwise direct;

q. Requires any Settlement Class Member who files and serves a written Objection and who intends to make an appearance at the Fairness Hearing to provide to Class Counsel and GM's Counsel and to file with the Clerk of the Court a Notice of Intention to Appear no later sixty (60) days after the Notice Date or as the Court may otherwise direct;

r. Directs the Settlement Administrator to establish a post office box in its name to be used for receiving Requests for Exclusion and any other communications and provides that only the Settlement Administrator, GM's Counsel, the Court, the Clerk of the Court and their designated agents shall have access to this post office box, except as otherwise provided in this Agreement;

s. Directs the Settlement Administrator to, beginning fourteen (14) days after the Notice Date, report to the Parties on a weekly basis the names of all Class Members who have submitted a Request for Exclusion, Claim Form, Supporting Documentation, and/or Proof of Ownership/Lease, and to provide to the Parties at their request copies of such Requests for Exclusion, Claim Forms, Supporting Documentation, and/or Proof of Ownership/Lease, or other accompanying documentation;

t. Directs that Class Counsel shall file their Attorneys' Fee and Expense Application in accordance with the terms set forth in Section VI.

u. Orders the Settlement Administrator to provide a list of all Class Members who have submitted a Request for Exclusion to the Parties no later than twenty (20) days prior to the Fairness Hearing, and then file with the Court the list of all Class Members who have submitted a Request for Exclusion along with an affidavit attesting to the completeness and accuracy

therefore no later than fifteen (15) days prior to the Fairness Hearing or on such other date as the Parties may determine; and

v. Contains any additional provisions mutually agreeable to the Parties that might be necessary or advisable in order to implement the terms of this Agreement and the proposed Settlement.

B. Final Order And Judgment

3.2. If this Agreement (including any modification thereto made with the consent of the Parties as provided for herein) is approved by the Court following the Fairness Hearing scheduled by the Court in its Preliminary Approval Order, the Parties shall request the Court to enter a Final Order and Judgment pursuant to the Federal Rules of Civil Procedure and all applicable laws that, among other things:

a. Finds that the Court has personal jurisdiction over Plaintiffs and all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Settlement and Agreement and all Exhibits thereto;

b. Grants final approval to this Agreement as being fair, reasonable and adequate as to all Parties, consistent and in compliance with all requirements of due process and applicable law and in the best interests of all Parties and directs the Parties and their counsel to implement and consummate this Agreement in accordance with its terms and provisions;

c. Declares this Agreement and the Final Order and Judgment to be binding on and to have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Releases maintained by or on behalf of Plaintiffs and all other Settlement Class Members, as well as their agents, heirs, executors or administrators, successors and assigns;

d. Finds that the Class Notice as provided for in Section V.D: (i) constituted reasonable notice; (ii) constituted notice that was reasonably calculated under the circumstances to apprise the Class Members of the pendency of the Actions, of their right to object to or exclude themselves from the proposed Settlement as applicable, of their right to appear at the Fairness Hearing and of their right to seek relief; (iii) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (iv) met all applicable requirements of due process and any other applicable law;

e. Approves the Claim Form that was distributed to the Class Members, the content of which was without material alteration from Exhibit 1 hereto;

f. Finds that Class Counsel and Plaintiffs adequately represented the Settlement Class for purposes of entering into and implementing the Agreement and Settlement;

g. Dismisses the Actions on the merits and with prejudice and without fees or costs except as provided herein and awarded by the Court, in accordance with the terms of the Final Order and Judgment as set forth herein;

h. Adjudges that Plaintiffs and the Settlement Class Members have conclusively compromised, settled, dismissed and released any and all Released Claims against GM and the Released Parties;

i. Approves payment of the Attorneys' Fee and Expenses to Class Counsel in a manner consistent with Section VI.A;

j. Without affecting the finality of the Final Order and Judgment for purposes of appeal, reserves jurisdiction over the Settlement Administrator, Plaintiffs, Class Counsel and each member of the Settlement Class as to all matters relating to the administration, consummation, enforcement and interpretation of the terms of the Agreement and Final Order and Judgment and for any other necessary purposes;

k. Provides that upon the Effective Date, Plaintiffs and all Settlement Class Members shall be barred from asserting any Released Claims against GM or any Released Parties, and any such Settlement Class Members shall have released any and all Released Claims as against GM and all Released Parties;

l. Determines that the Agreement and the Settlement provided for herein and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence, a presumption, a concession, an acknowledgement, or an admission of liability of any misrepresentation or omission in any statement or written document approved or made by GM or any Released Parties or of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to this Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the Agreement;

m. Bars and permanently enjoins all Settlement Class Members from (1) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceedings in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Actions or the Released Claims and (2) organizing Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Actions or the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency;

n. Approves the Opt-Out List and determines that the Opt-Out List is a complete list of all Persons who have timely requested exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Order and Judgment except for members of the Settlement Class who Opt Out but subsequently elect to submit Claim Forms during the Claim Period; and

o. Authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of this Agreement and all exhibits hereto as (1) shall be consistent in all material respects with the Final Order and Judgment and (2) do not limit the rights of the Parties or Settlement Class Members.

3.3. The Parties shall cooperate with each other in good faith to carry out the purposes of and to effectuate this Agreement, and they shall take any and all actions and execute and deliver any and all additional documents reasonably necessary or appropriate to carry out the terms of this Agreement and the transactions contemplated hereby.

IV. SETTLEMENT CONSIDERATION

4.1. In consideration of the Releases provided for herein and the dismissal of the Actions with prejudice, under the terms of the Agreement, GM agrees to provide the following benefits to the Settlement Class Members:

A. Maximum Payment To Each Class Member/VIN

4.2. In no event shall each Settlement Class Member's Total Payment, or the Total Payments to all Settlement Class Members for any particular VIN, exceed \$875. To the extent there are multiple Settlement Class Members for any particular Class Vehicle (*i.e.*, if two or more individuals co-owned or co-leased a new vehicle), the Total Payments associated with each such Class Vehicle shall be allocated as described in Sections 4.5 and 4.10.

B. Automatic Payment

4.3. Each Warranty-Data Settlement Class Member shall receive an Automatic Payment of \$500, subject to Section 4.5.

4.4. Each Non-Warranty-Data Settlement Class Member who timely submits a full, complete, and properly-sworn Claim Form establishing his/her/its status as a Class Member shall receive an Automatic Payment of \$500, unless GM demonstrates that such Non-Warranty-Data Settlement Class Member has received a silicon-free repair to his/her/its Class Vehicle without charge, and subject to Section 4.5.

4.5. The Settlement Administrator will use DMV records to identify the initial purchaser/lessee and the approximate date of any subsequent transfer of title for each VIN belonging to a *Jefferson* Class Vehicle initially purchased or leased in Tennessee and for each VIN belonging to a *Riley* Class Vehicle initially purchased or leased in Ohio. If the relevant repair date (whether in the Warranty Data or as claimed on the Claim Form) is within three (3) weeks of the date title transferred for a given VIN, the Settlement Administrator will request Proof of Ownership/Lease to confirm the initial purchaser/lessee continued to own the vehicle as of the date of the relevant repair, and the initial owner/lessee of that VIN will be entitled to the \$500 Automatic Payment only upon providing sufficient Proof of Ownership/Lease. In addition, if there are multiple Settlement Class Members for any particular Class Vehicle, the \$500 Automatic Payment shall be divided equally among such Settlement Class Members.

C. Out-of-Pocket Reimbursement Payments

4.6. Each Warranty-Data Settlement Class Member entitled to an Automatic Payment whose Class Vehicle appears in the Customer Pay Data shall receive an Out-of-Pocket Reimbursement Payment, in the amount of the out-of-pocket payment stated in the Customer Pay Data, up to a maximum of \$375, subject to Section 4.10.

4.7. Each Warranty-Data Settlement Class Member entitled to an Automatic Payment whose Class Vehicle does not appear in the Customer Pay Data who timely submits a full, complete, and properly-sworn Claim Form with Supporting Documentation establishing that such Warranty-Data Settlement Class Member paid out-of-pocket for a repair of the STP Issue in his/her/its Class Vehicle shall receive an Out-of-Pocket Reimbursement Payment, in the amount of the out-of-pocket payment described in the Supporting Documentation, up to a maximum of \$375, subject to Section 4.10.

4.8. Each Non-Warranty-Data Settlement Class Member entitled to an Automatic Payment whose Class Vehicle appears in the Customer Pay Data shall receive an Out-of-Pocket Reimbursement Payment, in the amount of the out-of-pocket payment stated in the Customer Pay Data, up to a maximum of \$375, subject to Section 4.10.

4.9. Each Non-Warranty-Data Settlement Class Member entitled to an Automatic Payment whose Class Vehicle does not appear in the Customer Pay Data who timely submits a full, complete, and properly-sworn Claim Form with Supporting Documentation establishing that such Non-Warranty-Data Settlement Class Member paid out-of-pocket for a repair of the STP Issue in his/her/its Class Vehicle shall receive an Out-of-Pocket Reimbursement Payment, in the amount of the out-of-pocket payment described in the Supporting Documentation, up to a maximum of \$375, subject to Section 4.10.

4.10. If the relevant repair date in the Customer Pay Data is within three (3) weeks of the date DMV records show title transferred for a given VIN (if any), the Settlement Administrator will request Proof of Ownership/Lease to confirm the initial purchaser/lessee continued to own the vehicle as of the date of the relevant repair, and the initial owner/lessee of that VIN will be entitled to the Out-of-Pocket Reimbursement Payment only upon providing sufficient Proof of Ownership/Lease. In addition, if there are multiple Settlement Class Members for any particular Class Vehicle, the Out-of-Pocket Reimbursement Payment shall be divided as follows. Any Out-of-Pocket Reimbursement Payment (of up to \$375) based upon the Customer Pay Data shall be divided equally among such Settlement Class Members. Any other Out-of-Pocket Reimbursement Payment (of up to \$375) shall be paid to the Settlement Class Member listed as payor in the relevant Supporting Documentation. If there are multiple payors identified in the relevant Supporting Documentation, the Out-of-Pocket Reimbursement Payment (of up to \$375) shall be divided equally among such Settlement Class Members. If different payors paid for different out-of-pocket repairs of the STP Issue that collectively exceed \$375, the \$375 Out-of-Pocket Reimbursement Payment shall be allocated among such

Settlement Class Members in proportion to the cost of the respective repairs for which they paid. The total Out-of-Pocket Reimbursement Payments for any given VIN shall not exceed \$375.

V. NOTICE AND ADMINISTRATION OF THE SETTLEMENT

A. Duties Of The Settlement Administrator

5.1. The Parties shall jointly designate a Settlement Administrator to be submitted for approval by the Court for purposes of directing the Class Notice to the Class Members.

5.2. Promptly after the entry of the Preliminary Approval Order, the Parties will direct the Settlement Administrator to issue Class Notice, receive and appropriately respond to all claims submitted by Potential Class Members, establish a “Vehicle Claims Center” to receive and appropriately respond to all Claims submitted by Potential Class Members and to otherwise administer the Agreement. The Vehicle Claims Center will include: (1) personnel assigned to manage the settlement implementation process, including Class Notice; (2) a toll-free telephone number that Potential Class Members may call to obtain information; (3) a mailing address to which Potential Class Members shall send all Claim Forms (if submitted by mail); and (4) a website containing information about the Settlement, including Claim Forms that can be submitted online or downloaded and submitted by mail. For the avoidance of doubt, electronic signatures under penalty of perjury are permitted and Claim Forms can be completed and submitted online.

B. CAFA Notice

5.3. In compliance with the attorney general notification provision of the Class Action Fairness Act, within ten (10) days after the Preliminary Approval Motion is filed, the Settlement Administrator shall provide notice of this Settlement to the Attorney General of the United States and the attorneys general of each state or territory in which a Class Member resides. The Settlement Administrator will provide copies of such notifications to Class Counsel and GM’s Counsel at the time of their submission to the attorneys general.

C. Notice Deadline

5.4. No later than ninety (90) days from the entry of the Preliminary Approval Order, the Settlement Administrator shall cause the Class Notice to the Potential Class Members to be disseminated by U.S. mail and the dedicated Settlement Website.

D. Individual Class Notice Methods

5.5. Following the Preliminary Approval Order, the Settlement Administrator shall provide by direct U.S. mail to all reasonably identifiable Potential Class Members the Short-Form Notice and make available the Claim Form. The Settlement Administrator shall additionally email the Short-Form Notice and make available the Claim Form to all reasonably identifiable email addresses associated with Potential Class Members.

5.6. The Claim Form shall be sworn, shall require certain Class Members to provide the information stated in Sections IV.B and IV.C, and shall be substantially in the form of Exhibit 1 hereto.

5.7. The Settlement Administrator shall further set up and maintain a Settlement Website where Potential Class Members can access the Long-Form Notice, a Claim Form, a copy of this Agreement, the operative complaint, and additional information about the Actions and Settlement. The Short-Form Notice will include the address of the Settlement Website, as well as a toll-free number for an interactive voice recording service that allows Potential Class Members to leave a request for a paper copy of the Long-Form Notice. The Class Notice shall provide Class Members an opportunity to object to or opt out of the Settlement Agreement.

5.8. For purposes of mailing and emailing Class Notice, GM agrees to make a good-faith effort to provide to the Settlement Administrator within one (1) day of entry of the Preliminary Approval Order all available Potential Class Members' vehicles' VINs, subject to a protective order. The Settlement Administrator shall provide all available contact information, including such VINs, to IHS Market, or a similar third-party entity, which shall be authorized to use that information to obtain the names and most current addresses of Potential Class Members through state agencies, and email addresses associated with the Potential Class Members. The Parties agree that the names, addresses and email addresses provided to the Settlement Administrator shall not be used for any purpose other than for providing the written notice identified herein and that such names, addresses and email addresses shall be treated as private and confidential information and not disseminated, in any manner, to anyone other than the Settlement Administrator.

5.9. For all Potential Class Members for whom the Class Notice is returned with forwarding address information, the Settlement Administrator shall re-mail the Class Notice to the new address indicated. For all Potential Class Members for whom the Class Notice is returned without forwarding address information, the Settlement

Administrator shall perform an advanced address search and re-mail the Class Notice to the best known address resulting from that search.

5.10. For the period ending ninety (90) days after the Notice Date, or thereafter as agreed to by the Parties, the Settlement Administrator shall provide Class Counsel and GM's Counsel with reasonable periodic reports of the total number of Class Notices sent to Potential Class Members, along with the numbers of Class Notices returned as undeliverable. The Settlement Administrator shall communicate with Class Counsel and GM's Counsel regarding delivery of Class Notice and the number of Class Members who have responded to the Class Notice.

E. Claim Deadline

5.11. Any Claim Forms and Proof of Ownership/Lease, including any accompanying Supporting Documentation, must be received by the Settlement Administrator or postmarked no later than ninety (90) days after the Notice Date. Class Members whose Claim Forms, Supporting Documentation, or Proof of Ownership/Lease are received and/or postmarked after such date shall not be entitled to any Settlement Payment.

5.12. Beginning fourteen (14) days after the Notice Date, the Settlement Administrator will report to the Parties on a weekly basis the names of all Class Members who have submitted a Claim Form, Supporting Documentation, or Proof of Ownership/Lease, and provide to the Parties at their request copies of such Claim Forms, Supporting Documentation, Proof of Ownership/Lease, or other accompanying documentation.

F. Claim Approval, Rejection, And Disputes

5.13. Within sixty (60) days after the Effective Date, the Settlement Administrator may reject any Claim or Claim Form that does not include the required information, documentation, or certification specified in Section IV.B & C, including but not limited to any necessary Supporting Documentation and/or Proof of Ownership/Lease. The Settlement Administrator may investigate any Claim, including by requesting from the Potential Class Member additional documentation to determine whether such Claim is valid. For the avoidance of doubt, any Settlement Class Member who has otherwise released their claims against GM set forth in the Actions are not entitled to any Settlement Payment. If the Settlement Administrator rejects a Claim, it will advise the Potential Class Member who submitted the Claim and/or Claim Form of the reason(s) for the rejection (*e.g.*, missing information, documentation or certification, ineligibility to submit a Claim, Claim does not

involve a Class Vehicle, etc.). If a Claim is rejected due to missing information or documentation, the Settlement Administrator will give the Potential Class Member fourteen (14) days from the date of rejection to resubmit his/her/its Claim Form (if applicable) along with additional information, so long as the Claim Form and/or any documentation was originally submitted by the deadline set forth in Section 5.11. The Settlement Administrator will copy Class Counsel and GM's Counsel on all rejected Claims.

5.14. If a Class Member disputes either the Settlement Administrator's rejection of a Claim or the amount to be paid pursuant to a Claim, the Settlement Class Member may appeal the Settlement Administrator's decision by submitting the Claim, the Settlement Administrator's decision on the Claim, and an explanation of the Settlement Administrator's alleged error to the Settlement Administrator within fourteen (14) days of the postmark date on the envelope in which the Settlement Administrator sent its decision to the Settlement Class Member. The Settlement Administrator will share all appeals received with Class Counsel and GM's Counsel, and shall make a determination of the appeal following its receipt of the Parties' responses to the appeal. If any Party disputes the Settlement Administrator's determination of such appeal, he/she/it may appeal that determination to the Court.

5.15. Within sixty (60) days after the Effective Date, the Settlement Administrator shall notify the Parties of its acceptance or rejection of each Claim and provide a ledger identifying anticipated Settlement Payments to each Settlement Payment Recipient. At any time before the thirty (30) days after such notification (including before the Final Approval), a Party may object to the Settlement Administrator's determination of the validity of any Claim, or any Claim Form, or any related documentation or information, including Proof of Ownership/Lease and Supporting Documentation, or any contemplated Settlement Payment. When a Party makes such an objection, the Settlement Administrator shall promptly confirm other Parties' agreement with the objection. If there is agreement with such objection, the Settlement Administrator shall change its prior determination to conform with that agreed objection. If there is not agreement with such objection, the Settlement Administrator shall evaluate the objection and other Parties' position on that objection to re-assess the acceptance of such acceptance or rejection, then re-issue an acceptance or rejection. If any Party continues to dispute the Settlement Administrator's determination, he/she/it may appeal that determination to the Court.

G. Payments To Settlement Payment Recipients, Class Counsel, And Plaintiffs

5.16. Within forty-five (45) days after receipt of the notification in Section 5.15, GM shall provide to the Settlement Administrator sufficient funds to pay all Settlement Payments, except for any Claim or contemplated Settlement Payment that is subject to a dispute between the Parties. With respect to any such disputed Claims or Settlement Payments (as described in Sections 5.14 and 5.15, GM shall provide to the Settlement Administrator sufficient funds to pay any disputed Claims that the Court rules should be accepted or disputed Settlement Payments that the Court rules should be made within thirty (30) days after the Court's order providing for such acceptance/payment becomes Final and Non-Appealable. The Settlement Administrator shall make the Settlement Payments within thirty (30) days after its receipt from GM of the funds designated for such Settlement Payments.

5.17. In the event the Settlement Administrator receives an Uncashed Payment corresponding to a particular Settlement Payment, the Settlement Administrator shall communicate with the relevant Settlement Payment Recipient to obtain corrected/updated payment information. If the Settlement Administrator is unable to obtain corrected/updated payment information within ninety (90) days after receipt of an Uncashed Payment, the Settlement Administrator shall be distributed by the Settlement Administrator in compliance with applicable unclaimed property and escheat laws.

5.18. Within thirty (30) days after an order of the Court approving payment of Attorneys' Fees and Expenses becomes Final and Non-Appealable, GM shall provide to the Settlement Administrator sufficient funds to pay such Attorneys' Fees and Expenses. The Settlement Administrator shall make payment of such Attorneys' Fees and Expenses to Class Counsel within three (3) business days, or later if agreed by Class Counsel, after its receipt from GM of the funds designated for such Attorneys' Fees and Expenses.

5.19. Within thirty (30) days after an order of the Court approving payment of any Service Awards becomes Final and Non-Appealable, GM shall provide to the Settlement Administrator sufficient funds to pay such Service Awards. The Settlement Administrator shall make payment of such Service Awards to Plaintiffs within three (3) business days, or later if agreed by Class Counsel, after its receipt from GM of the funds designated for such Service Awards.

5.20. For the avoidance of doubt, except for Notice and Administrative Costs, GM shall have no obligation to pay any funds with respect to the Settlement,

including any funds for Settlement Payments, Attorneys' Fees and Expenses, or Service Awards, until after the Final Order and Judgment becomes Final and Non-Appealable, as described in the procedure above.

H. Notice And Administrative Costs

5.21. In addition to payments to Settlement Class Members set forth in this Agreement, GM shall pay the Notice and Administrative Costs directly to the Settlement Administrator as such Notice and Administrative Costs are invoiced, in accordance with a payment schedule agreed between GM and such Settlement Administrator. The Settlement Administrator shall provide a copy of all invoices and charges to Class Counsel when transmitting same to GM and/or GM's Counsel.

VI. ATTORNEYS' FEES AND EXPENSES, AND SERVICE AWARDS

A. Attorneys' Fees And Expenses

6.1. In addition to payments to Settlement Class Members and Notice and Administration Costs set forth in this Agreement, GM agrees to pay Class Counsel's Attorneys' Fees and Expenses in the amounts awarded by the Court.

6.2. The Attorneys' Fees and Expenses awarded to Class Counsel will be determined by the Court based on the Attorneys' Fee and Expense Application filed by Class Counsel. The Parties agree that Class Counsel may apply to the Court for an award of reasonable attorneys' fees and expenses, inclusive of costs, up to, but not to exceed, the total combined sum of \$2,035,000.

6.3. Class Counsel will file their Attorneys' Fee and Expense Application within thirty (30) days of the Notice Date.

B. Service Awards for the Plaintiffs

6.4. In addition to payments to Settlement Class Members, the Notice and Administration Costs, and the Attorneys' Fees and Expenses set forth in this Agreement, GM agrees to pay Service Awards to the Plaintiffs in the amounts awarded by the Court.

6.5. The Parties agree that the Court has authority under this Agreement to make discretionary Service Awards to each of the Plaintiffs. Such Service Awards will be determined by the Court based on the Attorneys' Fee and Expense Application filed by Class Counsel. The Parties agree that Class Counsel may apply to the Court for Service Awards not to exceed \$10,000 for each Plaintiff.

6.6. GM may object in whole or in part to any aspect of Class Counsel's and/or Plaintiffs' request for Service Awards.

C. Agreement Not Contingent Upon Awards Of Attorneys' Fees And Expenses Or Service Awards

6.7. The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval and/or award of any particular amount of Attorneys' Fees and Expenses or Service Awards. If the Court declines to approve, in part or in whole, the Attorneys' Fee and Expense Application or any other request for Attorneys' Fees and Expenses or Service Awards, all remaining provisions of this Agreement shall remain in full force and effect. No decision made by the Court with respect to fees, expenses or Service Awards, or modification, reversal, or appeal of any decision by the Court concerning the Attorneys' Fees and Expenses or Service Awards shall be grounds for termination or cancellation of this Agreement.

VII. RELEASES

7.1. Upon the Effective Date, Plaintiffs and each Settlement Class Member, on behalf of themselves and any other legal entity or natural persons who may claim by, through, or under them, shall fully, finally and forever release, relieve, and discharge the Released Parties from and against any and all claims, demands, actions, suits, causes of action, allegations, rights, obligations, costs, losses, interests, debts, penalties, costs, fees, expenses, liabilities, injunctive or declaratory relief, attorneys' fees, and damages of any sort, known and unknown, suspected or unsuspected, fixed or contingent, now existing or hereafter, arising in whole or in part from or in connection with acts or omissions of the Released Parties that were brought or could have been brought in the Actions whether in law or in equity, in tort or contract, or arising under any statute or regulation that share a factual predicate with the claims pled in the complaints in the STP Actions. The release shall be given by Plaintiffs and each Settlement Class Member on behalf of themselves and their respective legal representatives, heirs, executors, administrators, predecessors, agents, attorneys, successors in interest, insurers, subrogees, transferees, and assignees, in their capacities as such.

7.2. In connection with this Agreement, Plaintiffs and Settlement Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Releases provided herein. Nevertheless, it is the intention of Class Counsel, Plaintiffs and Settlement Class Members in executing this Agreement to fully, finally and forever

settle, release, discharge and hold harmless all such matters and all claims relating thereto which exist, hereafter may exist or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, except as otherwise stated in the Agreement.

7.3. The Plaintiffs expressly understand and acknowledge and all Plaintiffs and Settlement Class Members will be deemed by the Final Order and Judgment to acknowledge and waive and relinquish with respect to such claims, any and all provisions, rights, and benefits of Section 1542 of the Civil Code of the State of California and any and all similar provisions, rights and benefits conferred by any law or any state or territory of the United States or principles of common law that is similar, comparable or equivalent to Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

7.4. The Plaintiffs and Settlement Class Members expressly agree that the Final Order and Judgment is, will be and may be raised as a complete defense to and will preclude any action or proceeding encompassed by these Releases.

7.5. The Plaintiffs and Settlement Class Members shall not now or hereafter institute, maintain, prosecute, assert and/or cooperate in the institution, commencement, filing or prosecution of any suit, action and/or proceeding against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Agreement.

7.6. Nothing in these Releases shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

VIII. REQUEST FOR EXCLUSION BY CLASS MEMBERS

8.1. The Class Notice shall provide that the Opt-Out Deadline will be sixty (60) days following the Notice Date. In order to opt out, the Class Member must complete and send to the Settlement Administrator a Request for Exclusion that is post-marked no later than the Opt-Out Deadline. The Request for Exclusion shall: (1) state the Class Member's full name, telephone number, and current address;

(2) provide the model year and VIN of his/her/its Class Vehicle(s) and the approximate date(s) of purchase or lease; and (3) specifically and clearly state his/her/its desire to be excluded from the Settlement and from the Settlement Class. All Requests for Exclusion shall be in writing and shall be personally signed by the Class Member who is opting out. No other person or entity may opt out for a Class Member or sign a request for exclusion. Failure to strictly comply with these requirements and to timely submit the request for exclusion will result in the Class Member being bound by the terms of this Agreement.

8.2. Opt Outs may be done on an individual basis only; so-called “mass” or “class” opt outs shall not be allowed.

8.3. Any Class Member who submits a timely Request for Exclusion shall not: (1) be bound by any orders or judgments entered in the Actions after the date of exclusion; (2) be entitled to any relief under, or be affected by, the Agreement; (3) gain any rights by virtue of the Agreement; or (4) be entitled to object to any aspect of the Agreement.

8.4. The Settlement Administrator shall report the names of all Class Members who have submitted a Request for Exclusion and provide copies of any and all written Requests for Exclusion to the Parties on a weekly basis, beginning fourteen (14) days after the Notice Date. The Settlement Administrator shall provide the complete Opt-Out List to the Parties twenty (20) days prior to the Fairness Hearing. Class Counsel shall provide the Opt-Out List to the Court at least fifteen (15) days prior to the Fairness Hearing.

8.5. Except for those Class Members who timely and properly file a Request for Exclusion, all other Class Members will be deemed to be Settlement Class Members for all purposes under the Agreement and upon the Effective Date, will be bound by its terms, regardless of whether they file a Claim Form, submit any documentation, or receive relief.

IX. OBJECTIONS BY CLASS MEMBERS

9.1. The Class Notice shall provide that the Objection Deadline will be sixty (60) days following the Notice Date. The Class Notice and the Preliminary Approval Order shall state that any objection to the Settlement or any part of this Agreement, including any objection to the Attorneys’ Fee and Expense Application and/or Service Awards, must be in writing and comply with all the requirements set forth herein and set by the Court in the Preliminary Approval Order and Class Notice.

9.2. The Class Notice shall require that any Class Member who elects to object to this Agreement (or any part thereof) or to the Attorneys' Fees and Expenses Application shall object in a writing signed by the Class Member who is objecting, which Objection shall be filed with the Court and served on counsel for the Parties by the Objection Deadline.

9.3. To state a valid objection to the Settlement, an objecting Class Member must provide the following information in his, her or its written objection: (1) the case name and number of one or both of the Actions; (2) his/her/its full name, current address, and current telephone number; (3) the model year and VIN of his/her/its Class Vehicle(s); (4) a statement of the objection(s), including all factual and legal grounds for the position; (5) copies of any documents the objector wishes to submit in support; (6) the name and address of the attorney(s), if any, who is representing the objecting Class Member in making the objection or who may be entitled to compensation in connection with the objection; (7) a statement of whether the Class Member objecting intends to appear at the Fairness Hearing, either with or without counsel; (8) the identity of all counsel (if any) who will appear on behalf of the Class Member objecting at the Fairness Hearing and all persons (if any) who will be called to testify in support of the objection; (9) the signature of the Class Member objecting, in addition to the signature of any attorney representing the Class Member objecting in connection with the objection; (10) the date the objection is signed; (11) a list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five years; (12) a statement that he/she/it is a member of the *Riley* Class or *Jefferson* Class; and (13) sufficient information and/or documentation to establish, if necessary, that he/she/it is a member of the *Riley* Class or *Jefferson* Class. If the Class Member or his or her counsel have not made any prior objections, the Class Member shall affirmatively so state in the written materials provided with the objection.

9.4. Any Class Member who fails to timely file and serve such written statement and provide the required information will not be permitted to present any objections at the Fairness Hearing and such failure will render any such attempted objection untimely and of no effect, unless otherwise ordered by the Court. All presentations of objections will be further limited by the information listed. A Class Member's mere compliance with the foregoing requirements does not in any way guarantee a Class Member the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of objections at the Fairness Hearing, will be in the sole discretion of the Court.

9.5. The Parties will request that the Court enter an order providing that the filing of an Objection allows Class Counsel or GM's Counsel to notice such objecting person for, and take his, her or its deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to make himself/herself/itself available for a deposition or comply with expedited discovery requests may result in the Court striking the objection and otherwise denying that person the opportunity to be heard. The Court may tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or made for improper purpose.

9.6. Any objecting Class Member who appeals the Final Approval may be required to post an appeal bond.

X. NOTICES

10.1. All notices to Class Counsel and GM's Counsel required by this Agreement shall be made in writing and communicated by email and United States mail to the following address:

All notices to Class Counsel shall be sent to:

Sergei Lemberg
LEMBERG LAW LLC
43 Danbury Road
Wilton, CT 06897
slemberg@lemborglaw.com

All notices to GM's Counsel shall be sent to:

John Nadolenco
MAYER BROWN LLP
333 S. Grand Ave., 47th Floor
Los Angeles, CA 90071
jnadolenco@mayerbrown.com

10.2. The notice recipients and addresses designated in this Section may be changed by written request.

10.3. Upon the request of any Party, the Parties agree to promptly provide each other with copies of comments, Objections, Requests for Exclusion or other documents or filings received as a result of the Class Notice.

XI. NO ADMISSION OF LIABILITY AND PRESERVATION OF ALL DEFENSES

11.1. This Agreement does not constitute an admission as to the merits, validity or accuracy or lack thereof of any of the allegations or claims asserted in the Actions.

11.2. The Parties understand and agree that this Agreement embodies a compromise of disputed claims, and nothing in this Agreement, including the furnishing of consideration hereunder, shall be deemed to constitute an admission, finding or wrongdoing by GM, or to give rise to any inference of wrongdoing or admission of wrongdoing or liability, whether factual or legal, in this or any other proceeding.

11.3. GM specifically denies any liability or wrongdoing as well as the validity and accuracy of the allegations or the claims asserted in the Actions.

11.4. Neither the fact nor the terms of this Agreement or Settlement shall be offered or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce this Agreement or arising out of or relating to any court order enforcing this Agreement.

11.5. By its agreement thereto, GM does not waive any defense or affirmative defenses that they may be entitled to assert in any future litigation.

XII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

12.1. Counsel for the Parties represent and warrant that they have the authority, on behalf of their clients, to execute, deliver and perform this Agreement and to consummate all of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by all Parties and constitutes their legal, valid and binding obligation.

XIII. WITHDRAWAL AND TERMINATION

13.1. If (1) the Court fails to issue the Preliminary Approval Order, (2) the Court fails to enter the Final Order and Judgment, or (3) an appellate court reverses the Court's entry of the Preliminary Approval Order and/or entry of the Final Order and Judgment, the Parties agree that this Agreement is voidable by any Party by providing written notice to the other Parties' counsel within fifteen (15) days of such action. In such event, as described in Section 13.5, each Party shall return to its

respective pre-settlement posture without prejudice or waiver to any Party's pre-settlement position on any legal or factual issue.

13.2. Any Party shall also have the option to withdraw from this Agreement, and to render it null and void, if any of the following occurs:

a. Any objections to the proposed Settlement are sustained and such objection results in Court-ordered changes to the Agreement that the withdrawing Party deems in good faith to be material (*e.g.*, because it substantially increases the cost of the settlement, deprives the withdrawing Party of a material benefit of the Settlement; a mere delay of the approval and/or implementation of the Settlement including a delay due to an appeal procedure, if any, or occurrences outside the control of the Parties or the Court (such as Force Majeure, a national or global pandemic, or the like), shall not be deemed material));

b. Any attorney general is allowed to intervene in one or more of the Actions and such intervention results in Court-ordered changes to the Agreement that the withdrawing party deems in good faith to be material (*e.g.*, because it substantially increases the cost of the settlement, or deprives the withdrawing Party of a material benefit of the Settlement; a mere delay of the approval and/or implementation of the Settlement including a delay due to an appeal procedure, if any, or occurrences outside the control of the Parties or the Court (such as Force Majeure, a national or global pandemic, or the like), shall not be deemed material));

c. The preliminary or final approval of the Agreement is not obtained without substantive modification to the terms described in Section III.A, and any modification to such orders requested or stated by the Court or an appellate court as a condition for approval is deemed in good faith to be material and is not agreed to by the withdrawing Party (*e.g.*, because it substantially increases the cost of the settlement or deprives the withdrawing Party of a material benefit of the Settlement; a mere delay of the approval and/or implementation of the Settlement including a delay due to an appeal procedure, if any, or occurrences outside the control of the Parties or the Court (such as Force Majeure, a national or global pandemic, or the like), shall not be deemed material));

For purposes of this Section 13.2, any reduction in the amount of Attorneys' Fees and Costs or Service Award requested shall not be deemed a material change to the Agreement.

13.3. To withdraw from the Agreement under any provision of Sections 13.1 to 13.2, the withdrawing Party must provide written notice of withdrawal to the other Parties' lead counsel and to the Court.

13.4. In the event that the number of Class Members who submit valid and timely Requests for Exclusion from the Settlement exceeds 10% of Settlement Class Members, GM will have the exclusive right, at its option, to terminate the Agreement.

- a. To elect to terminate the Agreement under this provision, GM must notify Class Counsel in writing of its election to do so within ten (10) days after the complete Opt-Out List has been provided to the Parties by the Settlement Administrator. If the number of valid and timely Requests for Exclusion exceeds the threshold before the provision of the final Opt-Out List, GM also may notify Class Counsel in writing of its election to terminate the Agreement under this provision before the provision of the final Opt-Out List.
- b. In the event GM exercises its right to terminate the Agreement under this provision, Class Counsel shall have, at their discretion, thirty (30) days or such longer period as agreed to by the Parties to address the concerns of the Class Members who have submitted Requests for Exclusion, and to seek a postponement of the Fairness Hearing while such concerns are addressed. If through such efforts the total number on the Opt-Out List subsequently becomes and remains fewer than the confidential threshold the Parties have separately agreed to, GM shall withdraw its election to terminate the Agreement. In no event, however, shall GM have any further obligation under this Agreement to any Class Member who has submitted a Request for Exclusion unless he/she/it withdraws his/her/its Request for Exclusion.

13.5. In the event of withdrawal or termination, the Agreement shall be null and void, shall have no further force and effect with respect to any Party and shall not be offered in evidence or used in any litigation for any purpose. Each Party shall return to its pre-settlement posture without prejudice or waiver to any Party's pre-settlement position on any legal or factual issue. This Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Parties, and shall not be deemed or

construed to be an admission or confession by any Party of any fact, matter or proposition of law, and shall not be admitted into evidence or otherwise used in any manner for any purpose. Upon withdrawal, any Party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of the Agreement.

XIV. MISCELLANEOUS PROVISIONS

14.1. This Agreement shall not be modified, altered, or amended except in writing signed by all Parties. To the extent there is a conflict between the provisions of this Agreement, the Preliminary Approval Order, and the Final Approval Order, each such document shall have controlling effect in the following rank order: (1) the Final Approval Order; (2) the Preliminary Approval Order; and (3) this Agreement.

14.2. This Agreement may be executed in one or more counterparts and may be exchanged by pdf and/or other imaged signatures, which shall be as effective as original signatures. All executed counterparts taken together shall constitute one and the same instrument. Counsel for the Parties shall exchange among themselves signed counterparts and a complete, assembled counterpart shall be filed with the Court.

14.3. The captions and headings of Sections herein are included for convenience only and in no way define, limit, construe or otherwise describe the scope or intent of the provisions of this Agreement.

14.4. The administration and consummation of the Settlement embodied in this Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve and implement the Agreement, including but not limited to the Releases. The Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of this Agreement. By this provision, the Parties do not, however, intend to give the Court authority to change any term or condition of this Agreement over the objection of any Party.

14.5. Except as otherwise provided in this Agreement, the Parties shall bear their own attorneys' fees and costs and other expenses of the Actions and in connection with this Agreement.

14.6. The Parties, their successors and assigns and their counsel agree to cooperate with one another in seeking Court approval of this Agreement and to use their best efforts to effect the prompt consummation of this Agreement and the proposed Settlement.

14.7. The drafting of this Agreement and the determination of the terms thereof has been by mutual agreement after arm's-length negotiation, with consideration by and participation of all Parties and their counsel. No provision of this Agreement shall be construed against any Party on the ground that one of the Parties or its counsel drafted the provision. The Parties were represented by competent and effective counsel throughout the course of the settlement negotiations and in the drafting and execution of this Agreement. There was no disparity in the bargaining power among the Parties.

14.8. This Agreement constitutes the entire, fully integrated agreement among the Parties. This Agreement cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the settlement of the Action. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding concerning any part of all of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement.

14.9. If any dispute arises regarding the implementation or interpretation of this Agreement, the Parties agree to use reasonable efforts to resolve the dispute. If no agreement can be reached, the dispute will be submitted to the Court, which will retain continuing jurisdiction to resolve disputes. The Parties do not intend by this provision to give the Court authority to change any term or condition of this Agreement over the objection of a Party.

14.10. In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions only if Class Counsel and GM mutually elect to proceed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

14.11. All time periods set forth in this Agreement shall be computed in calendar days unless otherwise expressly provided. If the date for performance of any act required by or under this Agreement falls on a Saturday, Sunday, or court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the time specified by or under this Agreement.

14.12. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement, as well as to correct any inadvertent, non-substantive mistakes or typographical errors contained in this Agreement,

without notice to Class Members except that the Settlement Administrator shall ensure that any such changes to dates are posted on the Settlement Website.

14.13. No delay or failure by any Party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver a Party gives on any one occasion is effective only in that instance and will not be construed as a waiver of any right on any other occasion unless otherwise agreed in writing.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized attorneys below.

DATED this 14th day of February, 2025.

By: 

Sergei Lemberg
LEMBERG LAW LLC
43 Danbury Road
Wilton, Connecticut 06897
slemberg@lemborglaw.com

Counsel for Plaintiffs

By: _____

John Nadolenco
MAYER BROWN LLP
333 S. Grand Ave., 47th Floor
Los Angeles, California 90071
jnadolenco@mayerbrown.com

Counsel for General Motors LLC

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized attorneys below.

DATED this 14th day of February, 2025.

By: _____

Sergei Lemberg
LEMBERG LAW LLC
43 Danbury Road
Wilton, Connecticut 06897
slemberg@lemborglaw.com

Counsel for Plaintiffs

By:  _____

John Nadolenco
MAYER BROWN LLP
333 S. Grand Ave., 47th Floor
Los Angeles, California 90071
jnadolenco@mayerbrown.com

Counsel for General Motors LLC

Exhibit 1

CLAIM FORM

This Claim Form was sent to you because you are listed as the purchaser or lessor of a Class Vehicle (certain model years GMC Acadia or Chevrolet Blazer, Malibu, Traverse or Volt).

How to Qualify for a \$500.00 Settlement Payment. If you had a problem with the Shift to Park Issue in your car and sought a repair from a GM dealer during its warranty period, you may be entitled to compensation. You must submit this Claim Form to receive the \$500 cash payment under the settlement unless GM's Warranty Data shows you are already entitled to a payment. To check whether you are already entitled or must submit this Claim Form to receive the \$500 cash payment, go to www.xyz.com.

How to Qualify for \$375.00 Additional Reimbursement. If you qualify for the \$500 cash payment, you may also request an additional reimbursement payment if you paid money out-of-pocket to repair the Shift to Park Issue in your car. If you paid money to fix the car, you must submit this Claim Form and Supporting Documentation to receive an additional reimbursement payment of up to \$375 unless GM's Customer Pay Data shows you are already entitled to a payment. To check whether you are already entitled or must submit this Claim Form to receive an additional reimbursement payment of up to \$375, go to www.xyz.com.

Complete and attest under the penalties of perjury the following form by providing your contact information, answering the below questions and signing. The Settlement Administrator may contact you using the contact information provided. The form can be uploaded online at www.xyz.com or can be mailed to:

[class administrator address]

Full Name:		
Street Address:		
City:	State:	Zip:
Telephone Number:	Email Address:	
Vehicle Identification Number (VIN) of the Class Vehicle (if you do not have the VIN available, please so state):		

Please answer the following questions to establish whether you qualify for the \$500 cash payment:

1. Did your vehicle experience the Shift to Park Issue? Yes ☐ No ☐
2. If You answered 'Yes' to Question No. 1, did you bring your vehicle to a GM dealer and request repair of the Shift to Park Issue during your vehicle's warranty period? Yes ☐ No ☐

3. If You answered 'Yes' to Question No. 2, please identify the GM dealer you visited.

Dealer Name: _____ Dealer City, State: _____

4. If You answered 'Yes' to Question No. 2, please provide the estimated date on which you visited this dealership for repair of the Shift to Park Issue (MM/DD/YYYY) and your vehicle's estimated mileage at that time:

Questions? Call toll-free at 1-XXX-XXX-XXXX or visit www.xyz.com

If you don't recall when (or where) you took the car, please provide a description of what you did the best you can.

Please answer the following questions if you would like to request up to \$375 as reimbursement for any repair of the Shift to Park Issue for which you paid out-of-pocket:

1. Did you pay out-of-pocket for repair of the Shift to Park Issue, whether at a GM dealer or at another third-party facility? Yes ☐ No ☐

2. If you answered "Yes" to Question No. 1, please provide the amount that you paid:

Note: You are only eligible for reimbursement of up to \$375.

3. **Supporting Documentation:** To support your claim for an out-of-pocket reimbursement payment, you must provide an invoice and/or other combination of repair documentation showing:
- The VIN of the relevant Class Vehicle;
 - The date of the relevant repair;
 - A description of the work performed;
 - Proof of the total amount paid (for both parts and labor); and
 - The facility that performed such repair.

Note: You may request documentation from the dealership or facility you visited for repair of the Shift to Park Issue.

CERTIFICATION

By signing this form, I attest under penalty of perjury under the laws of the United States that the information provided in this Claim Form is true and correct.

Dated: _____, 2025

(Signature)

Exhibit 2

NOTICE OF PROPOSED CLASS SETTLEMENT

**YOU MAY BE ENTITLED TO A \$500 CASH PAYMENT AND ADDITIONAL
REIMBURSEMENT OF OUT OF POCKET REPAIR EXPENSES IF:**

- 1) You purchased or leased one of the following vehicles in **Ohio** new: 2017-2019 GMC Acadia, 2019 Chevrolet Blazer, 2016-2019 Chevrolet Malibu, 2018-2019 Chevrolet Traverse, or 2016-2019 Chevrolet Volt; OR You purchased or leased one of the following vehicles in **Tennessee** new: 2017-2018 GMC Acadia; and
- 2) You experienced the “shift to park” issue discussed below and sought a repair from a GM dealership during your vehicle’s warranty period

Your rights may be affected by this settlement whether you act or not. Read this notice carefully.

A proposed class action settlement (the “Settlement”) resolves allegations that some 2017-2019 GMC Acadia, 2019 Chevrolet Blazer, 2016-2019 Chevrolet Malibu, 2018-2019 Chevrolet Traver and 2016-2019 Chevrolet Volt vehicles (referred to here as the “Class Vehicles”) contain defective shifters that cause the vehicles to not recognize when they are placed in park, display a “Shift to Park” message when owners attempt to turn off the ignition, and prevent the vehicles from shutting off. This is referred to as the “STP Issue” or the “Shift to Park Issue” in this Notice. The Parties have reached a Settlement to avoid the costs of litigation and to provide class members with relief. Qualifying class members are entitled to a \$500 cash payment and up to \$375 in reimbursement for qualifying out-of-pocket repair expenses. The Settlement provides the following benefits:

1. **\$500 Cash Payment.** Class Members (defined below) will receive cash payments of \$500.

You **must** submit a Claim Form to receive the payment unless you appear in GM’s warranty data.

More information regarding eligibility for the \$500 cash payment is available below.

2. **Out-of-Pocket Reimbursement Payment.** Class Members who paid out-of-pocket for a repair for the STP Issue will receive an additional payment of up to \$375 as reimbursement.

You **must** submit a Claim Form and Supporting Documentation (defined below) to receive a reimbursement payment unless you appear in GM’s warranty and customer pay data.

More information regarding eligibility for the reimbursement payment is available below.

What is this Case About?

Mark Riley of Ohio and Rilla Jefferson of Tennessee (together, the “Plaintiffs”) sued General Motors (“GM”) for breach of warranty and breach of contract arising from their purchase of Class Vehicles which allegedly contained defective shifters suffering from the Shift-to-Park Issue and GM’s alleged failure to repair the Issue under applicable warranties. GM denies all of Plaintiffs’ allegations of wrongdoing, fault, liability, or damage to Plaintiffs or the Settlement Class, and denies that it acted improperly or wrongfully in any way. To read more about the claims and defenses in this case you can view case documents at www.xyz.com.

A court in Ohio certified a class of similarly situated vehicle purchasers as Mark Riley. A court in Tennessee certified a class of similarly situated vehicle purchasers as Rilla Jefferson. The two actions have been consolidated in Tennessee for the purposes of this Settlement. Judge Jon Phipps McCalla of the United States District Court for the Western District of Tennessee is in charge of the consolidated case.

Who is Included? Am I in the Class?

The Ohio Class is:

(1) Initial purchasers and lessees of new *Riley* Class Vehicles—2017-2019 GMC Acadia, 2019 Chevrolet Blazer, 2016-2019 Chevrolet Malibu, 2018-2019 Chevrolet Traverse, or 2016-2019 Chevrolet Volt vehicles—who purchased or leased their vehicles in Ohio; (2) who sought a repair from a GM dealer regarding the STP Issue during the warranty period; and (3) who were not provided with a silicon-free replacement part.

The Tennessee Class is:

(1) Initial purchasers and lessees of new *Jefferson* Class Vehicles—2017-2018 GMC Acadia vehicles—who purchased or leased those vehicles in Tennessee; (2) who sought a repair from a GM dealer regarding the STP Issue during the warranty period; and (3) who were not provided with either a silicon-free replacement shifter assembly or silicon-free shifter control wire harness at no charge.

The Ohio and Tennessee Classes are referred to in this Notice as “the Class.” Therefore, you are a member of the Class (a “Class Member”) if (1) you purchased or leased a new 2017-2019 GMC Acadia, 2019 Chevrolet Blazer, 2016-2019 Chevrolet Malibu, 2018-2019 Chevrolet Traverse, or 2016-2019 Chevrolet Volt in Ohio **OR** you purchased or leased a new 2017-2018 GMC Acadia in Tennessee; (2) sought a repair from a GM dealer regarding the Shift to Park Issue during the warranty period; and (3) in response you either received no repair attempts at all, or you received repair attempt(s) that were not a silicon-free replacement shifter assembly or silicon-free shifter control wire harness.

You are receiving this Notice because records indicate you purchased a new *Riley* Class Vehicle in Ohio or a new *Jefferson* Class Vehicle in Tennessee. If you are not sure whether you are included in the Settlement, you may visit WEBSITE. You may also write with questions to the Settlement Administrator at ADDRESS, or call NUMBER.

Excluded from the Class all entities and natural persons who submit a valid request for exclusion following this Notice of Pendency of Class Action in this litigation.

QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT
www.XYZ.com

Your receipt of a Postcard Notice or Email does not mean you are necessarily a member of the Class. Only people who meet the class definition are members of the Class.

**If you meet the definition of the Class above you ARE a Class Member.
YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

RECEIVE THE \$500 CASH PAYMENT

All Class Members are entitled to receive a \$500 cash payment (to be divided equally among any class members who co-own or co-lease a given Class Vehicle). GM has records of some but not all owners who sought repairs for the STP Issue during the warranty period but did not receive silicon-free replacement parts (called the “warranty data”). Those Class Members who do not appear in GM’s warranty data must submit a Claim Form to receive the \$500 cash payment.

You must submit a valid Claim Form to receive the \$500 cash payment unless you appear in GM’s warranty data: if you do not appear in GM’s warranty data but are a member of the Class you must submit a valid Claim Form by _____, 2025, to receive the \$500 cash payment.

You can submit a Claim Form on the Settlement Website or by mailing the Claim Form to: _____.

If you appear in GM’s warranty data you do not need to do anything to receive the \$500 cash payment: if you appear in GM’s warranty data you do not need to submit a Claim Form or take any other actions to receive the \$500 automatic cash payment.

You can check whether you are in the warranty data by going to this website: www.xyz.com.

RECEIVE REIMBURSEMENT OF OUT-OF-POCKET REPAIR EXPENSES

In addition to the \$500 cash payment, Class Members who paid out-of-pocket for repairs for the Shift to Park Issue are also entitled to reimbursement of their repair expenses in an amount up to and not to exceed \$375. GM has records of some but not all owners who paid out-of-pocket for repairs at GM dealers or service departments (called the “customer pay data”). Those Class Members who do not appear in GM’s customer pay data must submit a Claim Form and Supporting Documentation (defined below) to receive a payment of up to \$375 as reimbursement for any such repair expenses.

You can check whether you are in the warranty and customer pay data or submit a claim by going to this website: www.xyz.com.

1. **You must submit a Claim Form AND Supporting Documentation (defined below) establishing your out-of-pocket expenses unless you appear in GM’s warranty data AND you appear in GM’s customer pay data:** if you do not appear in GM’s warranty data and you do not appear in GM’s customer pay data, you must submit both (1) a valid Claim Form and (2) Supporting Documentation (defined below) by _____, 2025 to receive reimbursement.
2. **You must submit a Claim Form AND Supporting Documentation (defined below) establishing your out-of-pocket expenses if you do appear in GM’s warranty data BUT do not appear in**

QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT

www.XYZ.com

GM's customer pay data: if you appear in GM's warranty data but you do not appear in GM's customer pay data, you must submit both (1) a valid Claim Form and (2) Supporting Documentation (defined below) to establish your qualifying out of pocket expenses by _____, **2025** to receive reimbursement.

3. **If you appear in GM's warranty data AND you appear in GM's customer pay data you do not need to do anything to receive reimbursement:** if you appear in GM's warranty data AND you appear in GM's customer pay data, you will automatically be reimbursed up to \$375 dollars for your qualifying out-of-pocket expenses as reflected in GM's records. You can check whether you are in the warranty and customer pay data by going to this website: www.xyz.com.

Supporting Documentation: Those Class Members who must submit Supporting Documentation to receive reimbursement must submit either an invoice and/or other combination of repair documentation such as a repair order or service record showing:

- (1) the Vehicle Identification Number ("VIN") of your vehicle,
- (2) the date of the repair for the Shift to Park Issue,
- (3) a description of the work performed,
- (4) proof of the total amount paid (for both parts and labor), and
- (5) the facility that performed such repair.

To determine whether you need to submit a Claim Form and/or Supporting Documentation to receive the reimbursement payment, read the above to see which category you fall into. You can check whether you appear in GM's warranty data and/or customer pay data by visiting www.xyz.com.

Note: If there are multiple co-owners or co-lessees of any particular Class Vehicle, the out-of-pocket reimbursement payment shall be divided as follows. Any out-of-pocket repair expenses (of up to \$375) appearing in GM's customer pay data shall be divided equally among such Class Members. Any other reimbursement payment (of up to \$375) shall be paid to the Class Member listed as payor in the relevant supporting documentation. If there are multiple payors identified in the relevant supporting documentation, the reimbursement payment (of up to \$375) shall be divided equally among such Class Members. If different payors paid for different out-of-pocket repairs of the STP Issue that collectively exceed \$375, the \$375 reimbursement payment shall be allocated among such Class Members in proportion to the cost of the respective repairs for which they paid. The total reimbursement payments for any given VIN shall not exceed \$375.

EXCLUDE YOURSELF FROM THE CLASS

If you ask to be excluded, you will not get any of the settlement payments discussed above, and you cannot object to the Settlement. You will not be legally bound by anything that happens or has happened in the lawsuit. You may be able to sue (or continue to sue) GM in the future for the issues in this case. The deadline for excluding yourself is _____, **2025**.

Any Class Member who wishes to be excluded from the Class must submit a request for exclusion ("Request for Exclusion") to the Settlement Administrator at the following address _____. To be effective, the Request for Exclusion must contain the following information:

1. The name of one or both of the lawsuits: *Jefferson v. General Motors LLC*, No. 2:20-cv-02576 (W.D. Tenn.) OR *Riley v. General Motors, LLC*, No. 2:24-cv-02982 (W.D. Tenn.);

QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT
www.XYZ.com

2. The Class Member's full name, telephone number and current address;
3. The model, model year and VIN of the Class Vehicle and the approximate date(s) of purchase or lease;
4. A clear and unambiguous statement of the Class Member's intent to be excluded from the Settlement and the Class; and
5. The Class Member's signature and the date he/she/it signed it.

If you do not follow these procedures by the deadline to exclude yourself from the Settlement, you will remain a Class Member and lose any opportunity to exclude yourself from the Settlement. This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

OBJECT TO THE SETTLEMENT

If you are a Class Member, you can object to the settlement, any award of attorneys' fees and costs and/or service awards to the Plaintiffs. You can give reasons why you think the Court should not approve the Settlement or any awards. The Court will consider your views. The deadline for objecting is ____, 2025.

Any Class Member who intends to object to the fairness of the Class Settlement must submit a written objection. The written objection must be filed with the Court via the Court's electronic filing system, and if not filed via the Court's electronic system, must mail the objection to the Court and the following persons, by first-class mail postmarked no later than ____, 2025 Sergei Lemberg, Lemberg Law, LLC, 43 Danbury Road, 3rd Floor, Wilton, Connecticut 06897 on behalf of Settlement Class Counsel; John Nadolenco, MAYER BROWN LLP, 333 S. Grand Ave., 47th Floor, Los Angeles, CA 90071, on behalf of GM Counsel; and the Settlement Administrator, XYZ

Objections must include the following information: (1) the name and case number of the lawsuit (*Jefferson v. General Motors LLC*, Case No. 2:20-cv-02576-JPM-tmp OR *Riley v. General Motors, LLC*, No. 2:24-cv-02982 (W.D. Tenn.); (2) the Class Member's full name, current address, and current telephone number; (3) the model year and VIN of his/her/its Class Vehicle(s); (4) a statement of the objection(s), including all factual and legal grounds for the position; (5) copies of any documents the objector wishes to submit in support; (6) the name and address of the attorney(s), if any, who is representing the objecting Class Member in making the objection or who may be entitled to compensation in connection with the objection; (7) a statement of whether the Class Member objecting intends to appear at the Fairness Hearing, either with or without counsel; (8) the identity of all counsel (if any) who will appear on behalf of the Class Member objecting at the Fairness Hearing and all persons (if any) who will be called to testify in support of the objection; (9) the signature of the Class Member objecting, in addition to the signature of any attorney representing the Class Member objecting in connection with the objection; (10) the date the objection is signed; (11) a list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five years; (12) a statement that the objector is a member of the Riley Class or Jefferson Class; and (13) sufficient information and/or documentation to establish, if necessary, that he/she/it is a member of the Riley Class or Jefferson Class. If the Class Member or his or her counsel have not made any prior objections, the Class Member shall affirmatively so state in the written materials provided with the objection.

DO NOTHING

If you do nothing, you will be bound by the terms of the Settlement. You may or you may not receive the \$500 cash payment and/or reimbursement of out-of-pocket payments discussed above depending on whether or not you appear in GM's warranty and/or GM's customer pay data. Please see the sections above entitled "Receive the \$500 Cash Payment" and "Receive Reimbursement of Out-Of-Pocket Repair Expenses" to determine whether you must submit a Claim Form and/or Supporting Documentation to get a payment.

By doing nothing you do give up certain rights to sue GM or other Released Persons or Entities.

QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT
www.XYZ.com

ATTEND THE FINAL APPROVAL HEARING

To decide whether to grant final approval to the Settlement, the Court will hold a Fairness Hearing on **June 20, 2025, at 10:00 a.m. CT**, in-person at the U.S. District Court for the Western District of Tennessee, Odell Horton Federal Building, 167 North Main Street, Memphis, Tennessee 38103. The class action cases covered by this Settlement are captioned *Jefferson v. General Motors LLC*, No. 2:20-cv-02576 (W.D. Tenn.) and *Riley v. General Motors, LLC*, No. 2:24-cv-02982 (W.D. Tenn.). The Court may hold the Fairness Hearing remotely, reschedule the Fairness Hearing, or change any of the deadlines described in the Notice. The date of the Fairness Hearing may change without further notice to the Class Members. Be sure to check the Settlement Website for news of any such changes.

THE CLASS REPRESENTATIVES AND CLASS COUNSEL

Who are the class representatives and how much will they receive?

There are two class representatives: Rilla Jefferson and Mark Riley. The Class Representatives will receive their benefits of the settlement as Class Members and they will request incentive awards of up to \$10,000 each, to be paid by GM, for having pursued the actions. No amount of an incentive has been awarded. The Class Representatives will request that the Court approve their awards and the awards are subject to Court Approval.

Do I have a lawyer in this case?

To represent the Classes, the Court has appointed attorneys with the law firm of Lemberg Law, LLC, 43 Danbury Road, Wilton, CT 06897, the Lafferty Firm, 1321 Murfreesboro Pike, Suite 521, Nashville, TN 37217, and the Chandra Law Firm, 1265 W. 6th Street, Suite 400, Cleveland, OH 44113.1326 as “Class Counsel.”

Class Counsel will request an award of attorney’s fees and costs of up to \$2,035,000 to be paid by GM. Class Counsel’s petition for an award of attorneys’ fees and costs will be available on the Settlement Website. Any attorney’s fee and expense award is subject to Court Approval. You may hire your own attorney, but only at your own expense.

Exhibit 3

A FEDERAL COURT AUTHORIZED
THIS NOTICE

IF YOU PURCHASED OR LEASED A
NEW MODEL YEAR
2017-2019 GMC ACADIA, 2019
CHEVROLET BLAZER, 2016-2019
CHEVROLET MALIBU, 2018-2019
CHEVROLET TRAVERSE, OR 2016-
2019 CHEVROLET VOLT IN OHIO OR
A NEW 2017-2018 GMC ACADIA IN
TENNESSEE; AND EXPERIENCED
AND SOUGHT A REPAIR FOR THE
"SHIFT TO PARK" ISSUE YOU MAY
BE ENTITLED TO A **\$500 CASH**
PAYMENT AND REIMBURSEMENT
OF REPAIR EXPENSES

This postcard provides limited
information about the class action.

For more information, visit
[www.\[website\].com](http://www.[website].com), call XXX-XXX-XXXX, or
email [EMAIL].

[Class Administrator Address]

CLASS ID: #####

<<BARCODE>>

Postal Service: Please do not mark barcode

«F_NAME»«L_NAME»

«CF_ADDRESS_1»

«CF_ADDRESS_2»

«CF_CITY»«CF_STATE»«CF_ZIP»

«CF_COUNTRY»

A proposed class action settlement (the "Settlement") has been reached in class action lawsuits called *Jefferson v. General Motors LLC*, 2:20-cv-02576 and *Riley v. General Motors LLC*, 2:24-cv-02982, related to allegations that General Motors LLC ("GM") manufactured and sold vehicles with a "STP Issue" causing the dashboard to display a message saying "Shift to Park" even though the vehicle is already in "Park."

What is this about? Plaintiffs allege there is a shifter defect in Class Vehicles that causes the vehicles to fail to recognize when they are placed in park and display a "Shift to Park" message when owners attempt to turn off the ignition, preventing the vehicles from being shut off. If you are in the Class, you can recover cash. Go to [www.\[website\].com](http://www.[website].com) and input your Class ID [#####] to see if you must submit a claim.

Am I in the Class? The Settlement includes all persons and entities who: (1) purchased or leased a new model year 2017-2018 GMC Acadia vehicle in Tennessee or a new model year 2017-2019 GMC Acadia, 2019 Chevrolet Blazer, 2016-2019 Chevrolet Malibu, 2018-2019 Chevrolet Traverse, or 2016-2019 Chevrolet Volt vehicle in Ohio; (2) sought a repair from a GM dealer regarding the STP Issue during the vehicle's warranty period; and (3) did not receive a silicon-free replacement part ("Class Members").

What does the Settlement provide? All Class Members are entitled to a \$500 cash payment, plus an additional payment of up to \$375 as reimbursement for any out-of-pocket payments made to repair the STP Issue, subject to certain provisions for co-owners and co-lessees.

How do I get the Settlement payments? To see if you qualify for automatic payments or if you must submit a Claim Form and/or Supporting Documentation go to [www.\[website\].com](http://www.[website].com) and input your Class ID [#####]. Claim Forms are available and all materials may be submitted online or by mail to ADDRESS. You must provide all necessary materials by _____.

What are my other options? Do nothing. You will be bound by the terms of the Settlement, you will receive Settlement payments only if you qualify for automatic payments, and you give up certain rights to sue GM and other related entities. Exclude yourself. If you ask to be excluded, you will not get any Settlement payments and you cannot object to the Settlement. You will not be legally bound by anything that happens or has happened in the lawsuits. You may be able to sue (or continue to sue) GM in the future. Object. If you do not exclude yourself, you can object to the Settlement, any award of attorneys' fees and expenses and/or service awards. The deadline for exclusion requests and objections is _____, 2025.

What happens next? The Court will hold a Fairness Hearing on _____ at _____ a.m. at the Odell Horton Federal Building, 167 North Main Street Memphis, TN, to consider whether to approve the Settlement, Class Counsel's attorneys' fees and expenses, and service awards to each Class Representative (Rilla Jefferson and Mark Riley). The applications for fees, expenses and service awards will be posted on the website.

Additional details of the Fairness Hearing and the Settlement, an explanation of your rights, and the court filings are available at [www.\[website\].com](http://www.[website].com) or by contacting the Class Administrator using the information provided on the front of this postcard.

Correcting your mailing address. If this Notice was forwarded by the postal service, or if it was sent to an individual or address that is not correct or current, you should immediately contact the Class Administrator at www.XYZ.com.

Exhibit 4

TO:
FROM:
SUBJECT: *Jefferson v. General Motors LLC* and *Riley v. General Motors LLC* Settlement

If you purchased or leased a new model year 2017-2019 GMC Acadia, 2019 Chevrolet Blazer, 2016-2019 Chevrolet Malibu, 2018-2019 Chevrolet Traverse, or 2016-2019 Chevrolet Volt in Ohio, or a new 2017-2018 GMC Acadia in Tennessee; and experienced and sought a repair for the "Shift to Park" Issue, you may be entitled to a \$500 cash payment and reimbursement of repair expenses.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

A proposed class action settlement (the "Settlement") has been reached in class action lawsuits called *Jefferson v. General Motors LLC*, 2:20-cv-02576 and *Riley v. General Motors LLC*, 2:24-cv-02982, related to allegations that General Motors LLC ("GM") manufactured and sold vehicles with a "STP Issue" causing the dashboard to display a message saying "Shift to Park" even though the vehicle is already in "Park."

What is this about? Plaintiffs allege there is a shifter defect in Class Vehicles that causes the vehicles to fail to recognize when they are placed in park and display a "Shift to Park" message when owners attempt to turn off the ignition, preventing the vehicles from being shut off. If you are in the Class, you can recover cash. Go to [www.\[website\].com](http://www.[website].com) and input your Class ID [\[#####\]](#) to see if you must submit a claim.

Am I in the Class? The Settlement includes all persons and entities who: (1) purchased or leased a new model year 2017-2018 GMC Acadia vehicle in Tennessee or a new model year 2017-2019 GMC Acadia, 2019 Chevrolet Blazer, 2016-2019 Chevrolet Malibu, 2018-2019 Chevrolet Traverse, or 2016-2019 Chevrolet Volt vehicle in Ohio; (2) sought a repair from a GM dealer regarding the STP Issue during the vehicle's warranty period; and (3) did not receive a silicon-free replacement part ("Class Members").

What does the Settlement provide? All Class Members are entitled to a \$500 cash payment, plus an additional payment of up to \$375 as reimbursement for any out-of-pocket payments made to repair the STP Issue, subject to certain provisions for co-owners and co-lessees.

How do I get the Settlement payments? To see if you qualify for automatic payments or if you must submit a Claim Form and/or Supporting Documentation go to [www.\[website\].com](http://www.[website].com) and input your Class ID [\[#####\]](#). Claim Forms are available and all materials may be submitted online or by mail to ADDRESS. You must provide all necessary materials by _____.

What are my other options? Do nothing. You will be bound by the terms of the Settlement, you will receive Settlement payments only if you qualify for automatic payments, and you give up certain rights to sue GM and other related entities. Exclude yourself. If you ask to be excluded, you will not get any Settlement payments and you cannot object to the Settlement. You will not be legally bound by anything that happens or has happened in the lawsuits. You may be able to sue (or continue to sue) GM in the future. Object. If you do not exclude yourself, you can object to the Settlement, any award of attorneys' fees and expenses and/or service awards. The deadline for exclusion requests and objections is _____, 2025.

What happens next? The Court will hold a Fairness Hearing on _____ at _____ a.m. at the Odell Horton Federal Building, 167 North Main Street Memphis, TN, to consider whether to approve the Settlement, Class Counsel's attorneys' fees and expenses, and service awards to each Class Representative (Rilla Jefferson and Mark Riley). The applications for fees, expenses and service awards will be posted on the settlement website.

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Additional details of the Fairness Hearing and the Settlement, a explanation of your rights, and the court filings are available at [www.\[website\].com](http://www.[website].com) or by contacting the Class Administrator at XXX-XXX-XXXX, [EMAIL], or [CLASS ADMINISTRATOR ADDRESS].

Correcting your e-mail address. If this Notice was sent to an individual or address that is not correct or current, you should immediately contact the Class Administrator at www.XYZ.com.

1-____-____-____
[www.\[website\].com](http://www.[website].com)

Exhibit 5

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

RILLA JEFFERSON, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

GENERAL MOTORS LLC,

Defendant.

No. 2:20-cv-02576

MARK RILEY, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

GENERAL MOTORS LLC,

Defendant.

No. 2:24-cv-02982

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF THE PARTIES’
CLASS ACTION SETTLEMENT AGREEMENT**

WHEREAS, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Parties seek entry of an order preliminarily approving the settlement of these consolidated actions (the “Actions”) pursuant to their settlement agreement (the “Settlement Agreement” or “Settlement”), which, together with its attached exhibits, sets forth the terms and conditions for a proposed class action settlement of the Actions and dismissal of the Actions with prejudice; and

WHEREAS, the Court has read and considered the Settlement and its exhibits, and Plaintiffs’ Motion for Preliminary Approval;

**NOW, THEREFORE, IT IS ON THIS ____ DAY OF _____, 2025, ORDERED
THAT:**

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter and parties to this proceeding pursuant to the Class Action Fairness Act, 28 U.S.C. §§ 1332(d) & 1453(b).

3. Venue is proper in this District.

4. The Court preliminarily approves the Settlement and finds that the Settlement, including the exhibits attached thereto, is sufficiently fair, reasonable and adequate under Rule 23 to justify preliminary approval of the Settlement, dissemination of notice to the Classes, as set forth below and in the Settlement, and to schedule a Fairness Hearing to determine whether to grant final approval of the Settlement and enter a final approval order and judgment.

5. The Court sets a Fairness Hearing on _____ at 10:00 a.m. CT to consider the fairness, reasonableness and adequacy of the proposed Settlement under Fed. R. Civ. P. 23(e)(2) and whether it should be finally approved by the Court, to rule on Class Counsel's request for Attorneys' Fees and Expenses and Service Awards, and to consider whether to enter the Final Order and Judgment.

6. The Court appoints Verita as the Settlement Administrator.

7. The Court approves the forms of Class Notice attached as Exhibits 2, 3 and 4 to the Settlement and directs the Class Notice to be provided in accordance with Section V of the Settlement.

8. The Court approves the Claim Form attached to the Settlement as Exhibit 1, approves the submission of any Claim Forms in accordance with the procedures set forth in the Settlement Agreement, and sets a deadline for submission of any Claim Forms (and any accompanying Supporting Documentation and/or Proof of Ownership/Lease) of ninety (90) days after the Notice Date.

9. The Court approves the creation of the Settlement Website as described in the Settlement.

10. The Court finds that the Class Notice as provided for in the Settlement is: (1) reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice; (2) reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Actions and of their right to object to or exclude themselves from (as applicable) the proposed Settlement; and (3) meets all applicable requirements of applicable law.

11. Any Person who wishes to exclude himself/herself/itself from the *Jefferson* or *Riley* Class must mail an appropriate, timely Request for Exclusion, postmarked no later than sixty (60) days after the Notice Date, to the Settlement Administrator at the address on the Class Notice.

12. The Court preliminarily enjoins all Settlement Class Members from (1) filing, commencing, prosecuting, intervening in or participating as a plaintiff, claimant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Actions or the Released Claims, (2) filing, commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any Class Members who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a

pending action), based on, relating to or arising out of the claims and causes of action of the facts and circumstances giving rise to the Actions or the Released Claims and (3) attempting to effect Opt-Outs of individuals or a class of individuals in any lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Actions or the Released Claims.

13. Any Class Member who does not submit a Request for Exclusion will be bound by all proceedings, orders and judgments in the Actions.

14. Each Class Member who wishes to object to the fairness, reasonableness or adequacy of the Parties' Settlement or to the Attorneys' Fee and Expense Application or the Service Awards must file with the Court and serve on Class Counsel and GM's Counsel, no later than sixty (60) days after the Notice Date, a statement of the objection signed by the Settlement Class Member containing all of the information listed in Section 9.3 of the Parties' Settlement Agreement.

15. Any response to an Objection must be filed with the Court no later than fifteen (15) days prior to the Fairness Hearing.

16. Any Settlement Class Member who does not file a timely written Objection to the Settlement or who fails to otherwise comply with the requirements of Section IX of the Parties' Settlement Agreement shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

17. Any attorney hired by a Settlement Class Member will be hired and compensated at the Settlement Class Member's expense for the purpose of objecting to this Settlement Agreement or to the proposed Settlement or to the Attorneys' Fee and Expense Application or the Service Awards.

18. Any attorney hired by a Settlement Class Member for the purpose of objecting to the proposed Settlement or to the Attorneys' Fee and Expense Application or to the Service Awards and who intends to make an appearance at the Fairness Hearing must provide Class Counsel and GM's Counsel and file with the Clerk of the Court a Notice of Intention to Appear no later than sixty (60) days after the Notice Date.

19. Any Settlement Class Member who files and serves a written Objection and who intends to make an appearance at the Fairness Hearing must provide Class Counsel and GM's Counsel and file with the Clerk of the Court a Notice of Intention to Appear no later sixty (60) days after the Notice Date.

20. The Settlement Administrator is directed to establish a post office box in its name to be used for receiving Requests for Exclusion and any other communications. Only the Settlement Administrator, GM's Counsel, the Court, the Clerk of the Court and their designated agents shall have access to this post office box, except as otherwise provided in the Settlement Agreement.

21. The Settlement Administrator must, beginning fourteen (14) days after the Notice Date, report to the Parties on a weekly basis the names of all Class Members who have submitted a Request for Exclusion, Claim Form, Supporting Documentation, and/or Proof of Ownership/Lease, and provide to the Parties at their request copies of such Requests for Exclusion, Claim Forms, Supporting Documentation, and/or Proof of Ownership/Lease, or other accompanying documentation.

22. Class Counsel shall file their Attorneys' Fee and Expense Application within thirty (30) days after the Notice Date.

23. The Settlement Administrator must provide a list of all Class Members who have submitted a Request for Exclusion to the Parties no later than twenty (20) days prior to the Fairness Hearing.

24. The Settlement Administrator must file with the Court the list of all Class Members who have submitted a Request for Exclusion along with an affidavit attesting to the completeness and accuracy therefore no later than fifteen (15) days prior to the Fairness Hearing or on such other date as the Parties may determine.

Date _____

JON P. McCALLA
UNITED STATES DISTRICT JUDGE