

**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

**UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF THE PARTIES' MAY 5,
2025, MODIFICATION TO THE CLASS ACTION SETTLEMENT AGREEMENT**

Plaintiffs Rilla Jefferson (“Jefferson”) and Mark Riley (“Riley,” and together with Jefferson, the “Plaintiffs”), by and through undersigned counsel, respectfully move the Court to preliminarily approve Plaintiffs’ and Defendant General Motors LLC (hereinafter “GM” and with Plaintiffs the “Parties”), May 5, 2025, modification (the “Modification” and Exhibit A hereto) to their Class Settlement Agreement (the “Agreement” and at Doc. No. 200-2).¹

Following preparation for the class notice to issue and reviewing updated warranty data regarding class vehicles, the Parties have modified two definitions in their Agreement:

¹ Nothing in this request will disturb the scheduled date for notice to issue (May 21, 2025) or the Fairness Hearing date (August 22, 2025).

- Paragraph 2.59, defining “Warranty Data,” which now references updated Warranty Data produced by GM on March 20, 2025, and
- Paragraph 2.60, defining “Warranty-Data Settlement Class Member,” which now incorporates the updated Warranty Data, clarifies the requirements of the definition, and revises the Parties’ agreement that there are 5,213 VINs, instead of 5,515 VINs as set forth in the prior ¶ 2.60, that, assuming the initial owners or lessees of such VINs owned or leased the associated Class Vehicle at the time of the relevant repair(s) reflected in the Warranty Data, meet the prerequisites of a “Warranty-Data Settlement Class Member.”

Ex. A pp 1-2. The Modification alters no other sections of the Agreement.

As detailed in the preliminary approval papers, Warranty-Data Settlement Class Members automatically recover both \$500 and, in some circumstances, certain Out-of-Pocket repair costs provided they meet the ownership requirements set forth in the Agreement. (Doc. No. 200-2 ¶¶ 4.3, 4.5, 4.6-4.7, 4.10; Preliminary Approval Memo (Doc. No. 200-1) pp 8-9).²

Following production of updated Warranty Data and incorporation and review of all the Warranty Data, the Parties conferred and agreed to clarify and modify the definition of Warranty-Data Settlement Class Members set out in paragraph 2.60. Paragraph 2.60 now reflects that there are at most 5,213 qualifying VINs instead of at most 5,515 qualifying VINs, as the Parties previously believed. The modification is based on the totality of the Warranty Data, reflects the Parties’ agreement to resolve disputes about the meaning of the original Paragraph 2.60, and

² *Non-Warranty Data Settlement Class Members*, those whose vehicles do not appear sufficiently in warranty data such that they get compensation automatically, may recover through the claims process.

identifies VINs that, assuming continued ownership by the initial owner or lessee at the time of the relevant repair(s), meet the perquisites for Warranty-Data Settlement Class Members.

Plaintiffs ask, with GM's consent, that the Court preliminarily approve the modification to the Agreement. The Modification does not disturb the Court's preliminary finding that the Agreement "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." (Preliminary Approval Order, Doc. No. 201, ¶ 4).

Approval of the Modification does not require substantive change to any of the Notice documents which did not quote these two definitions or provide the number of relevant VINs. The Modification will be placed on the important documents page of the Settlement Website and will be clearly labeled as a modification to the Agreement.

CONCLUSION

For the reasons stated herein, Plaintiffs respectfully request that the Court enter the proposed order submitted herewith (Exhibit B) and preliminarily approve the Parties' Modification to their Agreement.

Dated: May 7, 2025

Respectfully submitted,

By: /s/ Sergei Lemberg
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CERTIFICATE OF CONSULTATION

I hereby certify that on I have conferred with counsel for the Defendant regarding Plaintiff's motion. Following the conferrals, Defendant has confirmed that it does not oppose Plaintiff's motion.

/s/ Sergei Lemberg
Sergei Lemberg

CERTIFICATE OF SERVICE

I hereby certify that on May 7, 2025, I caused the foregoing to be filed and served on all counsel of record via the Court's CM/ECF system, which sent the notice of such filing to all counsel of record.

/s/ Sergei Lemberg
Sergei Lemberg

Exhibit A

**UNITED STATES DISTRICT COURT
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No. 2:20-cv-02576

MARK RILEY, on behalf of himself
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GENERAL MOTORS LLC,

Defendant.

No. 2:24-cv-02982

MODIFICATION OF AGREEMENT

Pursuant to Paragraph 14.1 of the Stipulation and Agreement of Settlement (the “Agreement”) between Plaintiffs Rilla Jefferson and Mark Riley (each, a “Plaintiff” and together, “Plaintiffs”) and Defendant General Motors LLC (hereinafter “GM” and with Plaintiffs the “Parties”) executed on February 14, 2025, the Parties hereby modify the Agreement as follows:

Paragraph 2.59 (titled “Warranty Data”) of the Agreement is amended to:

2.59. “Warranty Data” means the spreadsheets produced by GM on December 19, 2024 and March 20, 2025, 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.

Paragraph 2.60 (titled “Warranty-Data Settlement Class Member”) of the Agreement is amended to:

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: (1) either (a) received a warranty repair in or before April 2019 or (b) received the warranty repair referred to in the Warranty Data as “in-line shifter wire harness jumper installation” (*i.e.*, for purposes of this settlement, a non-silicon-free repair) and (2) did not receive a silicon-free repair (*i.e.*, as stipulated for purposes of this settlement, a repair in or after May 2019 other than the repair referred to as the “in-line shifter wire harness jumper installation”) within 90 days of their earliest non-silicon-free repair. In addition, to be a Warranty-Data Settlement Class Member, such Person must have owned or leased the associated Class Vehicle at the time of the relevant repair(s) reflected in the Warranty Data. For the avoidance of doubt, the Parties agree that there are 5,870 VINs that received a non-silicon-free repair for *Riley* Class Vehicles and 570 VINs that received a non-silicon-free repair for *Jefferson* Class Vehicles reflected in the Warranty Data. A list of the those agreed-upon 6,440 VINs reflected in the Warranty Data is set forth in a separate Amended Appendix A that was prepared and agreed to by the Parties. In addition, the Parties agree that of those 6,440 VINs reflected in Amended Appendix A, 5,213 VINs, set forth in a separate Appendix B that was prepared and agreed to by the Parties, did not receive a silicon-free repair within 90 days of their earliest non-silicon-free repair.

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

DATED this 5th day of May, 2025.

By: 

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