

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement”) is made and entered into by and among Plaintiffs Mark Chapman, Kyle McDuffie, Bryan Joyce, Stacy Wade Sizelove, Kevin Allen Lawson, Holly Reasor, Homero Medina, Jacqueline Bargstedt, Calvin Smith, Nathan Howton, and Trisha Alliss (“Class Plaintiffs” or “Class Representatives”), individually and on behalf of the seven certified state Classes as defined in the Court’s March 31, 2023 Order Granting and Denying in Part Plaintiffs’ Motion for Class Certification (*see* ECF No. 170), by and through their undersigned counsel; and General Motors LLC (“GM”) (collectively, the “Parties”), subject to the approval of the Court.

I. RECITALS

WHEREAS, Class Plaintiffs filed a Consolidated and Second Amended Class Action Complaint, ECF No. 40 (“Complaint”) on May 22, 2020, alleging that GM designed, manufactured, and sold 2011-2016 GMC and Chevrolet diesel trucks equipped with 6.6L Duramax engines (the “Class Vehicles”) which contain allegedly defective high-pressure fuel pumps (the “CP4 pump”);

WHEREAS, the Complaint alleged that the CP4 pump has a fragile and unstable design, which causes metal parts to rub against each other, creating metal shavings that contaminate the fuel system, which can cause catastrophic engine failure while the vehicle is in motion;

WHEREAS, the Complaint alleged that GM sold the Class Vehicles knowing about the defective nature of the CP4 pump, which was material to a reasonable consumer;

WHEREAS, GM denies the allegations in the Complaint and specifically denies that the Class Vehicles are defective or that GM knowingly sold vehicles with defective fuel pumps;

WHEREAS, on March 31, 2023, the Court appointed the law firms of Hagens Berman Sobol Shapiro, LLP, Hilliard Martinez Gonzalez LLP (n/k/a Hilliard Law), and The Miller Law Firm P.C. as Class Counsel (*see* ECF No. 170);

WHEREAS, on March 31, 2023, the Court certified seven state-specific classes, for persons and/or entities who purchased Class Vehicles from GM-authorized dealerships in California, Florida, Illinois, Iowa, New York, Pennsylvania, and Texas from March 1, 2010 to the date of the Court-ordered class notice;

WHEREAS, following the class certification ruling, counsel for the Parties met and conferred regarding Class Plaintiffs' allegations and GM's defenses, and to explore the potential for resolution of the above-referenced matter (the "Action");

WHEREAS, the Parties then engaged in extensive arm's-length settlement negotiations over the next several months;

WHEREAS, those negotiations were mediated by Tom McNeill ADR, PLLC;

WHEREAS, 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 resolve the claims in this Action related to the Class Vehicles on behalf of the Class Plaintiffs and the Class (as defined below) on fair, reasonable, and adequate terms as set forth in this Settlement Agreement;

WHEREAS, the Parties agree that neither this Settlement Agreement nor the underlying settlement shall constitute or be construed as any admission of liability or wrongdoing on the part of GM, which GM expressly denies;

WHEREAS, the Parties are entering into this Settlement Agreement to avoid the risks, burdens, and expense of continued litigation;

WHEREAS, each Class Plaintiff and GM has independently determined that it is desirable and beneficial for the Action to be fully and finally resolved in the manner and upon the terms and conditions set forth in this Settlement Agreement;

WHEREAS, on April 6, 2024, the Parties reached an agreement in principle on terms and conditions of settlement and drafted a term sheet; and

WHEREAS, the Parties, by and through their respective undersigned counsel, have agreed to this Settlement Agreement on the terms and conditions set forth below.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Class Plaintiffs (for themselves and the Settlement Class Members) and GM, by and through their counsel, that, subject to the approval of the Court, the Action and the Released Claims will be compromised, settled, and judgment entered on the terms and conditions set forth below.

II. DEFINITIONS

Whenever the following capitalized terms are used in this Settlement Agreement and in the attached Exhibits (in addition to any definitions provided elsewhere in this Settlement Agreement), they shall have the following meanings:

2.1 “Action” means the lawsuit captioned under *Mark D. Chapman, et al. v. General Motors LLC*, 2:19-CV-12333 (E.D. Mich.), including all actions transferred to and/or consolidated in that docket.

2.2 “Administration Expenses” means the cost of the notice program relating to this Settlement Agreement and the costs of administering and processing of claims, disbursements of consideration, and other necessary and reasonable expenses associated with administering the Settlement.

2.3 “Attorneys’ Fees and Expenses” means the amount awarded by the Court to Class Counsel to compensate and reimburse them, and any other attorneys for Plaintiffs or the Settlement Class, and is inclusive of all attorneys’ fees, costs,

and expenses of any kind in connection with the Action and the underlying consolidated cases.

2.4 “Claim” shall mean a request for reimbursement under this Settlement.

2.5 “Claimant” is a Settlement Class Member or other person or entity eligible to make a Claim pursuant to this Settlement Agreement.

2.6 “Claim Form” means a form used to make a Claim under this Settlement, substantially in the forms attached hereto as Exhibit A and Exhibit B.

2.7 “Class” or “Settlement Class” means:

All persons or entities who purchased one or more of the Class Vehicles from a GM-authorized dealership in California from March 1, 2010 to the date of the Court-ordered settlement notice.

All persons or entities who purchased one or more of the Class Vehicles from a GM-authorized dealership in Florida from March 1, 2010, to the date of the Court-ordered settlement notice.

All persons or entities who purchased one or more of the Class Vehicles from a GM-authorized dealership in Illinois from March 1, 2010, to the date of the Court-ordered settlement notice.

All persons who purchased one or more of the Class Vehicles from a GM-authorized dealership in Iowa from March 1, 2010, to the date of the Court-ordered settlement notice.

All persons or entities who purchased one or more of the Class Vehicles from a GM-authorized dealership in New York from March 1, 2010, to the date of the Court-ordered settlement notice.

All persons or entities who purchased one or more of the Class Vehicles from a GM-authorized dealership in Pennsylvania from March 1, 2010, to the date of the Court-ordered settlement notice.

All persons or entities who purchased one or more of the Class Vehicles from a GM-authorized dealership in Texas from March 1, 2010, to the date of the Court-ordered settlement notice.

Excluded from the Settlement Class are: GM; any affiliate, parent, or subsidiary of GM; any entity in which GM has a controlling interest; any officer, director, or employee of GM; any successor or assign of GM; and any judge to whom this Action is assigned, and his or her spouse; individuals and/or entities who validly and timely opted-out out of the previously certified classes or who validly and timely opt-out of the settlement; and current or former owners of a Class Vehicle who previously released their claims in an individual settlement with GM with respect to the issues raised in the Action.

Each member of the Settlement Class shall be referred to as a “Class Member” or “Settlement Class Member.”

2.8 “Class Vehicle” means 2011-2016 GMC Sierra and Chevrolet Silverado diesel trucks equipped with 6.6L Duramax engines and Bosch “CP4” high-pressure diesel fuel pumps, that were purchased from a GM-authorized dealership in California, Florida, Illinois, Iowa, New York, Pennsylvania, or Texas from March 1, 2010 to the date of the Court-ordered settlement notice.

2.9 “Class Counsel” means the law firms Hagens Berman Sobol Shapiro, LLP, Hilliard Martinez Gonzalez LLP (n/k/a Hilliard Law), and The Miller Law Firm P.C.

2.10 “Court” refers to the United States District Court for the Eastern District of Michigan.

2.11 “CP4 Defect” refers to the CP4 high pressure-fuel injection pump’s allegedly fragile and unstable design, which allegedly causes metal parts to rub against each other, creating metal shavings that contaminate the fuel system, which can allegedly cause catastrophic engine failure.

2.12 “Escrow Account” means the escrow account designated and controlled by the Escrow Agent at one or more national banking institutions into which the Settlement Amount will be deposited for the benefit of Settlement Class Members by no later than the dates specified in Paragraph 3.2.

2.13 “Escrow Agent” means the Settlement Administrator or another neutral third party agreed to by the Parties.

2.14 “Effective Date” means ten business days after the later of (a) the date upon which the time for seeking appellate review of the judgment (by appeal or otherwise) shall have expired; or (b) the date upon which the time for seeking appellate review of any appellate decision affirming the judgment (by appeal or otherwise) shall have expired and all appellate challenges to the judgment shall have been dismissed with prejudice without any person having further right to seek appellate review thereof (by appeal or otherwise).

2.15 “Future Warranty” means the terms of limited future warranty coverage provided under this Settlement Agreement as described in Section III.B.

2.16 “Fairness Hearing” means the final hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable jurisprudence, to be held after notice has been provided to the Settlement Class in accordance with this Settlement, and where the Court will: (a) determine whether to grant final approval to the Settlement; (b) rule on Class Counsel’s Application for a Fee and Expense Award; (c) rule on the Class Representatives’ Application for Class Representative Service Awards; and (d) consider whether to enter the Final Approval Order.

2.17 “Final Approval Date” means the date on which the Court enters an order granting final approval to the Settlement.

2.18 “GM’s Counsel” means Morgan, Lewis & Bockius, LLP, who are the attorneys of record representing GM.

2.19 “Judgment” means the judgment to be entered by the Court in the Action finally approving this Settlement Agreement and dismissing the Action with prejudice with respect to Class Plaintiffs and the Settlement Class.

2.20 “Long Form Notice” refers to the notice to be made available to Settlement Class Members through the designated Settlement Class Website

(www.GMFuelPumpLitigation.com), as described in further detail below, and shall be substantially in the same form as Exhibit C.

2.21 “Notice Date” means the date by which the Settlement Administrator completes the mailing of a copy of the Settlement Class Notice by first class mail, postage prepaid, and by email as appropriate, to each Settlement Class Member after first running the addresses of the Settlement Class Members through the National Change of Address database. The Notice Date shall be no later than ninety (90) days after the Court enters the Preliminary Approval Order.

2.22 “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the Settlement and directing that the Settlement Class Notice be given to the Settlement Class, which Preliminary Approval Order shall be without material alteration from Exhibit E attached hereto.

2.23 “Reimbursement Program” means the terms of the limited future repair reimbursement program as described in Section III.B.

2.24 “Released Claims” means any and all disputes, claims, causes of action, demands, debts, liens, suits, liabilities, obligations, damages, actions, rights of action, remedies of any kind and/or causes of action of every nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, regardless of any legal theory, existing now or arising in the future, by Plaintiffs and any and all Settlement Class Members based on the alleged CP4 Defect in Class

Vehicles, whether arising under statute (including a state lemon law), rule, regulation, common law or equity, and including, but not limited to, any and all claims, causes of action, rights or entitlements under any federal, state, local or other statute, law, rule and/or regulation, any claims relating to violation of any consumer protection, consumer fraud, unfair business practices or deceptive trade practices laws, any legal or equitable theories, any claims or causes of action in tort, contract, products liability, negligence, fraud, misrepresentation, concealment, consumer protection, restitution, quasi contract, unjust enrichment, express warranty, implied warranty, secret warranty and/or any injuries, losses, damages or remedies of any kind, in law or in equity, under common law, statute, rule or regulation, including, but not limited to, compensatory damages, economic losses or damages, exemplary damages, punitive damages, statutory damages, restitution, recovery of Attorneys' Fees or litigation costs, or any other legal or equitable relief. The Released Claims do not include claims for death, personal injuries, damage to tangible property other than a Class Vehicle, or subrogation. Further, Plaintiffs and any and all Settlement Class Members waive any and all rights under California Civil Code Section 1542, 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 TO HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

2.25 The Released Claims do not include any claims that other current plaintiffs have brought in this Action who are not a party to this Agreement, including but not limited to the claims of non-class plaintiffs Tim Taylor, Troy Bowen, Teri Egleberry, Bruce Dawson, John Tamburini, William Fortmayer, Ryan Begneaud, and John Cappiello.

2.26 “Releasees” shall refer jointly and severally, individually and collectively, to entities that marketed the Class Vehicles, entities that designed, developed, and/or disseminated advertisements for the Class Vehicles, GM, General Motors Company, any authorized GM dealer, and each of their respective future, present, and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, dealers, distributors, agents, principals, suppliers, vendors, issuers, licensees, and joint ventures, and their respective future, present, and former officers, directors, employees, partners, general partners, limited partners, members, managers, agents, accountants, shareholders (in their capacity as shareholders) and legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this paragraph, “affiliates” means entities controlling, controlled by, or under common control with a Releasee.

2.27 “Short Form Notice” or “Settlement Class Notice” refers to the notice that shall be sent directly to Settlement Class Members as detailed further below, and shall be in substantially the same form as Exhibit D.

2.28 “Service Awards” means the five thousand dollars (\$5,000) that GM has agreed to pay to each of the Class Plaintiffs who have served as class representatives in the Action,¹ upon finalization of this agreement and approval by the Court.

2.29 “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Settlement Agreement and attached exhibits.

2.30 “Settlement Administrator” means JND Legal Administration, the third-party entity who has been selected by Plaintiffs to administer the Settlement and the claims process.

2.31 “Settlement Class Member” means any members of the Class as defined in ¶ 2.7.

2.32 “Settlement Class Vehicle” or “Class Vehicles” refers to 2011-2016 GMC and Chevrolet diesel trucks equipped with 6.6L Duramax engines that were

¹ The Class Plaintiffs entitled to Service Awards are Mark Chapman, Kyle McDuffie, Bryan Joyce, Stacy Wade Sizelove, Kevin Allen Lawson, Holly Reasor, Homero Medina (*see* ECF No. 187), Jacqueline Bargstedt, Calvin Smith, Nathan Howton, and Trisha Alliss.

purchased from a GM-authorized dealership in California, Florida, Illinois, Iowa, New York, Pennsylvania, or Texas from March 1, 2010 to the date of the Court-ordered settlement notice.

2.33 “Settlement Fund” means the sum of Fifty Million Dollars (\$50,000,000) once funded pursuant to Section III.A, together with any interest and accretions thereto.

2.34 “Settlement Website” shall mean the website created and maintained by the Settlement Administrator which will contain, among other things, the Notice and Claim Forms, and documents related to the Settlement, available at <https://www.gmfuelpumplitigation.com/>.

III. SETTLEMENT CONSIDERATION

In consideration for the Settlement, entry of judgment, and dismissal, and for the mutual release provided herein, GM agrees to provide the following consideration to the Class:

A. Settlement Payment.

3.1 GM agrees to establish a settlement fund of Fifty Million Dollars (\$50,000,000) for the benefit of Plaintiffs and the Settlement Class (the “Settlement Fund”). The Settlement Fund shall be held in escrow (the “Escrow Account”), subject to the terms and conditions of an escrow agreement and in accordance with the provisions of Paragraphs 4.1 *et seq.* below.

3.2 Within twenty (20) business days following entry of the Preliminary Approval Order of the Settlement without material change from the order submitted to the Court and receipt of wiring instructions, GM shall deposit one percent of the Settlement Fund (Five-Hundred-Thousand Dollars (\$500,000)) to the designated Escrow Account. Within twenty (20) business days following entry of the Final Approval order and Judgment without material change from the order submitted to the Court, GM shall deposit the balance of the Settlement Fund (Forty-Nine Million Five-Hundred Thousand Dollars (\$49,500,000)) to the designated Escrow Account.

3.3 The allocation of the Settlement Fund shall be based on a methodology established by Class Counsel (in consultation with the Settlement Administrator) and submitted to the Court for approval concurrent with the filing of the Motion for Preliminary Approval.

B. Future Warranty Coverage and Repair Reimbursement Program.

3.4 Effective on the Final Approval Date, and as further consideration for this Settlement Agreement, GM will provide limited future warranty coverage through a reimbursement program for Plaintiffs and Settlement Class Members (the “Reimbursement Program”).

3.5 The Reimbursement Program will provide reimbursement of fifty percent (50%) of all costs incurred by Plaintiffs, Settlement Class Members, or subsequent owners of Class Vehicles for CP4 fuel pump replacements and repairs

performed at GM-authorized dealerships for a period of twelve (12) months from the date of Final Approval, or until the Class Vehicle reaches two hundred thousand (200,000) miles from original sale (whichever occurs first). Repairs and replacements covered under the Reimbursement Program include, without limitation, the costs associated with replacement parts, labor, diagnoses, and mechanical damage to the Class Vehicles' CP4 fuel pump and related components, including specifically repairs, parts, and labor codes listed in GM Technical Service Bulletin 16-NA-102² (the "Future Warranty Coverage").

3.6 The Future Warranty Coverage follows the Class Vehicles and is not personal to any owner, subject to the time and mileage limits set forth in Paragraph 3.5.

3.7 Claims under the Reimbursement Program will be submitted to and administered by the Settlement Administrator. Settlement Class Members and subsequent owners of the Class Vehicles may not obtain payment under the Future Warranty Coverage or Reimbursement Program directly from GM or from a GM Dealership. The exclusive means of receiving reimbursement for repairs or replacements received under the Future Warranty Coverage and Reimbursement Program is by submission of a valid and timely claim form to the Settlement Administrator in accordance with Paragraph 3.9, below.

² <https://static.nhtsa.gov/odi/tsbs/2016/SB-10081221-6903.pdf>

3.8 Prior to the Notice Date, GM shall prepare and submit to the Settlement Administrator and Class Counsel a template Claim Form. Within ten (10) business days of receiving the template Claim Form, Class Counsel and the Settlement Administrator shall submit any proposed changes to the template to GM. GM shall review and give due consideration to any comments and proposed changes. To the extent the Parties cannot agree on the content of the Claim Form, the Settlement Administrator shall have final authority to resolve any disputes over the content of the Future Warranty Notice and Claim Form.

3.9 The terms of the Reimbursement Program are as follows:

- (a) The Settlement Administrator shall notify the current owners of Class Vehicles regarding the Reimbursement Program through the Short Form Notice who will direct all Settlement Class Members to the Settlement Website, where all Settlement Class Members may obtain the aforementioned Claim Forms. The Short Form Notice will be sent to all Settlement Class Members no later than ninety (90) days after the Court enters the Preliminary Approval Order.
- (b) A Class Plaintiff, Settlement Class Member, or subsequent owner of a Class Vehicle, that obtains future CP4 fuel pump-related repairs or replacements at a GM-authorized dealership within twelve (12) months of the Final Approval Date or until the Class Vehicle reaches two hundred thousand (200,000) miles (whichever occurs first), may submit a claim to the Settlement Administrator, with Proof of Payment within 60 days of the repair or replacement.
- (c) The term “Proof of Payment” means service records, receipts or invoices provided by GM or a GM-authorized dealer. To the extent that a service record does not explicitly state that the

amount due was paid, cancelled checks, payment card records, or other bank record will be accepted as Proof of Payment.

- (d) Upon receipt by the Settlement Administrator of a valid and timely claim for warranty coverage through the Reimbursement Program with Proof of Payment, GM will provide reimbursement of fifty percent (50%) of the documented repair cost.
- (e) The Settlement Administrator shall pay a valid and timely claim under the Reimbursement Program within sixty (60) days of the date of claim submission. GM will be solely responsible for providing funds sufficient for payment of all claims under the Reimbursement Program, which will not be paid from the Settlement Fund.
- (f) The Settlement Administrator will provide weekly reports to GM of all claims submitted and/or paid under the Reimbursement Program, and GM retains the right to audit any such claims.

3.10 All rights otherwise available to owners under preexisting warranties will continue to remain available to Settlement Class Members notwithstanding the implementation of this Settlement. Nothing in this Settlement will be construed as diminishing or otherwise affecting any express or implied warranty, duty, or contractual obligation of GM in connection with the Class Vehicles.

3.11 GM may implement or continue to implement any additional customer satisfaction or goodwill policy, program, or procedure at its discretion, and may extend goodwill consideration to individual Settlement Class Members on a case-by-case basis, without regard to their entitlement to relief under the Settlement. No such goodwill decision by GM, however, shall act to deprive a Settlement Class Member or Claimant of the benefits available under the Settlement except that no

Class Member or Claimant shall be entitled to recover more than fifty percent (50%) of his or her incurred repair costs through the Reimbursement Program.

C. Dismissal of Pending Rule 23(f) Petition.

3.12 Upon issuance of the Preliminary Approval Order, GM shall withdraw its Rule 23(f) Petition currently pending in the U.S. Court of Appeals for the Sixth Circuit. Nothing in this Agreement precludes GM from appealing the Court's class certification order in the event the Settlement is not approved by the Court.

IV. SETTLEMENT FUND

4.1 Before the Court issues the Final Approval Order, disbursements for reasonable expenses, including expenses associated with providing notice of the Settlement to the Settlement Class, expenses associated with administering the Settlement, and expenses associated with developing a plan of allocation of the Settlement Fund, and any payments and expenses incurred in connection with taxation matters relating to the Settlement and this Settlement Agreement (collectively, "Administration Expenses") may be made from the Settlement Fund. The Settlement Administrator shall provide monthly reports to the Parties of all expenses, and GM retains reasonable audit rights. Disbursements for Administration Expenses prior to or after the Effective Date may be made without court order up to a total of \$250,000; all Administration Expenses incurred or owed by Class Counsel in excess of this amount whether before or after the Effective Date, shall be borne

by Class Counsel, who may be repaid from the Settlement Fund, or may seek to have outstanding invoices paid from the Settlement Fund, after the Effective Date upon Court approval. In the event the Settlement Agreement is disapproved, terminated, or otherwise fails to become effective, the Settlement Fund shall be refunded to GM plus interest earned (net of any taxes paid on such interest), minus Administration Expenses not to exceed \$250,000. Court approval shall not be required for disbursements for Administration Expenses for amounts (in the aggregate) of less than \$250,000. Otherwise, no disbursement from or distribution of the Settlement Fund shall be made without prior approval of the Court.

4.2 At all times prior to the Effective Date, the Settlement Fund shall be invested as set forth in the Escrow Agreement, in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Money Market Fund or a bank account insured by the Federal Deposit Insurance Corporation (“FDIC”) up to the guaranteed FDIC limit. After the Effective Date, the Settlement Fund shall be invested as directed in writing by Class Counsel or his/her designee. All interest and dividends earned on the Settlement Fund shall become and remain part of the Settlement Fund. Any losses on the Settlement Fund shall be borne by the Settlement Fund and shall not be recoverable from GM. GM shall have no liability, obligation, or responsibility of any kind in connection with the investment,

disbursement, or other oversight of the Settlement Fund, aside from those obligations set forth herein.

4.3 All funds held in the Escrow Account shall be deemed and considered to be in custodia legis of the Court and shall remain subject to the exclusive jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement and/or further order(s) of the Court.

4.4 After the Settlement Amount has been paid into the Escrow Account in accordance with paragraph 3.2, *supra*, the Parties agree to treat the Escrow Account as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. In addition, Class Counsel shall timely make, or cause to be made, such elections as necessary or advisable to carry out the provisions of this paragraph, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such election shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Class Counsel to timely and properly prepare and deliver, or cause to be prepared and delivered, the necessary documentation for signature by all necessary parties, and thereafter take all such actions as may be necessary or appropriate to cause the appropriate filing to occur.

4.3 For the purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B promulgated thereunder, the “administrator”

shall be Class Counsel or their successors, who shall timely and properly file, or cause to be filed, all informational and other tax returns necessary or advisable with respect to the interest earned on the funds deposited in the Escrow Account (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)). In all events all taxes (including any estimated taxes, interest, or penalties) on the income earned on the funds deposited in the Escrow Account shall be paid out of such funds. Taxes on the income of the Settlement Fund and expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties, and the fees and expenses of tax attorneys and accountants) (collectively “Taxes”) shall be paid solely out of the Escrow Account. In all events, GM shall have no liability or responsibility whatsoever for the Taxes or the filing of any tax returns or other documents with the Internal Revenue Service or any other state or local taxing authority.

4.4 Taxes shall be treated as, and considered to be, a cost of Administration of the Settlement and shall be timely paid, or caused to be paid, by Class Counsel out of the Escrow Account without prior order from the Court, and Class Counsel shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Claimants any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). The Parties agree to cooperate with the Escrow Agent, each other, and their tax

attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph.

4.5 After the Effective Date, the Settlement Fund shall be distributed in accordance with the Court-approved plan for such distribution. After making the Settlement Payment, GM shall have no responsibility whatsoever for the allocation or distribution of the Settlement Fund and shall not be responsible for disputes relating to the amount, allocation, or distribution of any fees or expenses, including Attorneys' Fees. GM shall provide reasonable cooperation, as needed, in connection with claims administration, including providing data and answers to data questions.

4.6 GM shall not be liable for any costs, Attorneys' Fees, other fees, or expenses of any of Plaintiffs' or the Settlement Class's respective attorneys, experts, advisors, agents, or representatives in this Action, and any such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Fund as described in Sections 6.1 and 6.2 below.

4.7 To the extent that there is any ambiguity or inconsistency concerning disbursements when this Settlement Agreement and the Escrow Agreement are read together, the terms of this Settlement Agreement shall control.

V. NOTICE TO THE CLASS

A. CAFA Notice.

5.1 In compliance with the Attorney General Notification provision of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, GM shall cause notice of this Settlement to be provided to the Attorney General of the United States, and the attorneys general of each state or territory in which a Class Member resides (“CAFA Notice”). GM shall bear all costs associated with effecting CAFA Notice.

B. Notice Deadline.

5.2 No later than the Notice Date, the Settlement Administrator shall cause notice to the Class to be disseminated by U.S. mail, email, and the dedicated Settlement Website (with a link to the dedicated Settlement Website, <https://www.gmfuelpumplitigation.com/>).

C. Individual Class Notice Methods.

5.3 Within ninety (90) days following the Court granting preliminary approval of this Settlement, the Settlement Administrator shall provide by direct U.S. mail, to all reasonably identifiable Class Members, and by email, a copy of the Short Form Notice, which will direct Class Members to the Settlement Website containing: (i) the Long Form Notice; (ii) a Settlement Fund Claim Form; and (iii) a Reimbursement Program Claim Form.³ For purposes of identifying the requisite

³ Plaintiffs will also make direct payments to Class Members who are identifiable through GM’s records, commercial databases, and DMV records.

names and addresses, within seven (7) days after entry of the Preliminary Approval Order, GM agrees to provide, to the extent it has not already done so, all Class Vehicle VINs to JND, or a similar third-party entity, who shall be authorized to use that information to obtain the names and most current addresses of Settlement Class Vehicle owners through state agencies. Because some states require a prior court order before vehicle owner information can be released, such information may not be available until after the Preliminary Approval Order is entered. Prior to mailing individual notice, the Settlement Administrator shall conduct an address search through the United States Postal Service's National Change of Address database to update the address information for Settlement Class Vehicle owners. For each individual notice that is returned as undeliverable, the Settlement Administrator shall use its best efforts to obtain a deliverable address.

5.4 The Settlement Administrator shall provide by email, to all Class Members for which an email address is available, a hyperlink to the dedicated Settlement Website discussed below and electronic versions of the Long Form Notice and Claim Forms following the Court granting preliminary approval of this Settlement.

5.5 The Settlement Administrator shall maintain a dedicated Settlement Website which will contain: (i) instructions on how to obtain reimbursements; (ii) a mechanism by which Claimants can submit Claims electronically; (iii) instructions

on how to contact the Settlement Administrator for assistance with their Claims; (iv) the Short Form Notice; (v) the Long Form Notice; (vi) the Settlement Fund Claim Form; (vii) the Reimbursement Program Claim Form; (viii) this Settlement Agreement; (ix) any orders issued in this Action approving or disapproving of the proposed settlement; and (x) any other information the Parties determine is relevant to the Settlement. The Settlement Administrator shall maintain the Settlement Website for the duration of the administration until the time when all Class Member payments have been issued and the time to cash or redeem the payments has passed. The Settlement Administrator will notify the Parties in writing to request approval before deactivating the Settlement Website.

5.6 The Settlement Administrator shall be prepared to respond to questions regarding the status of submitted Claims, how to submit a Claim, and other aspects of this Settlement. The Settlement Administrator shall maintain a dedicated toll-free telephone number for Class Members to call. The telephone numbers shall be listed on the Short Form Notice, Long Form Notice, Claim Form, and the dedicated Settlement Website.

5.7 For a period ending ninety (90) days after the Notice Date, the Settlement Administrator shall provide counsel for the Parties with reasonable periodic reports of the total number of Settlement Class Notices sent to Class Members by U.S. mail and email, along with the number of notices returned as

undeliverable. The Settlement Administrator shall communicate with counsel for the Parties regarding delivery of Settlement Class Notices and the number of Class Members who have responded to the Notices.

VI. ATTORNEYS' FEES AND SERVICE PAYMENTS

6.1 The amount of Attorneys' Fees and expenses awarded to Class Counsel will be determined by the Court based on a petition 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 Fifteen Million Dollars (\$15,000,000). GM will not oppose Class Counsel's application for Attorneys' Fees and Expenses up to and not exceeding the above amounts, and Class Counsel may not be awarded, and shall not accept, any amount for Attorneys' Fees and expenses in excess of the above amount. Each party shall have the right of appeal to the extent the award is inconsistent with this Agreement.

6.2 Upon finalization of this Settlement Agreement, GM will separately pay Service Awards of Five Thousand Dollars (\$5,000) to each of the Class Plaintiffs as identified in Footnote 1 of this Agreement.

VII. MUTUAL RELEASE

7.1 Upon entry of a Court order granting final approval of the Settlement and entering judgment pursuant to section VIII.C below, Plaintiffs and the

Settlement Class irrevocably release, waive, and discharge any and all past, present, and future Released Claims, damages, costs, Attorneys' Fees, losses, or demands that have been brought or could have been brought, whether known or unknown, existing or potential, or suspected or unsuspected relating to the alleged CP4 Defect in the Class Vehicles against Releasees, whether or not specifically named herein, asserted or unasserted, under or pursuant to any statute, regulation, common law, or equitable principle, based on the facts alleged in any complaint filed in the Action and all legal claims of whatever type or description arising out of, that may have arisen as a result of, or which could have been brought based on, any of the facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters pleaded in complaints filed in the Action related to the CP4 pump. Further, Class Plaintiffs and all Class Members waive any and all rights under California Civil Code Section 1542, 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 TO HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

7.2 The Settlement Agreement and Mutual Release in Section 7.1 do not release claims for (i) death, (ii) personal injury, (iii) damage to tangible property

other than a Class Vehicle, or (iv) subrogation. The release effected by this Settlement Agreement is intended to be a specific release and not a general release.

7.3 Class Plaintiffs and Settlement Class Members recognize that, even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order and Judgment, Releasors fully, finally, and forever settle and release any and all Released Claims against Releasees. The Parties acknowledge that this waiver and release were bargained for and are material elements of the Settlement.

7.4 By this Settlement Agreement, GM releases the Class Plaintiffs and Class Counsel from any and all claims or causes of action that were, or could have been, asserted by GM pertaining to this Action or Settlement. GM recognizes that, even if it later discovers facts in addition to or different from those which they now know or believe to be true, it nevertheless agrees that, upon entry of an order granting final approval to this Settlement and entering judgment, GM fully, finally, and forever settles and releases any and all such claims. The Parties acknowledge that this waiver and release were bargained for, and are material elements of the Settlement.

7.5 This Settlement and the release in the preceding paragraph do not affect the rights of Settlement Class Members who timely and properly request exclusion from the Class, or who previously timely and properly requested exclusion from the

classes certified by the Court, or anyone encompassed within the Class definitions set forth in the complaints in this Action who is not a Class Member as defined in this Settlement Agreement. The Parties do not intend this Settlement Agreement and release to affect any legal claims that arise out of a consumer's purchase or use of any vehicle other than a Class Vehicle.

7.6 The administration and consummation of the Settlement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement. The Court retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to the Settlement and allowing for discovery related to objectors.

7.7 Upon issuance of the Final Approval Order and Judgment: (i) the Settlement shall be the exclusive remedy for Class Members; (ii) Releasees shall not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Action except as set forth herein; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all released claims against the Releasees.

VIII. SETTLEMENT APPROVAL PROCESS

A. **Intention to Complete Settlement.**

8.1 The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement and the transactions contemplated hereby. Class Plaintiffs shall prepare all preliminary approval and final approval papers.

8.2 If the Preliminary Approval Order or the Final Approval Order and Judgment is not obtained from the Court in the form contemplated by this Settlement or the Final Approval Order and Judgment is reversed or materially modified on appeal, this Settlement should be null and void ab initio upon election of any of the Parties and have no further force and effect with respect to any of the Parties in this Action.

B. **Preliminary Court Approval.**

8.3 Promptly after execution of this Settlement by the Parties, counsel for the Parties shall present this Settlement to the Court for review and jointly seek entry of an order that conditionally certifies the Class as a settlement class, grants preliminary approval of this Settlement, and directs the Settlement Administrator to provide notice of the Settlement in the manners listed herein.

8.4 No later than twenty (20) days before the Court hearing on final approval of the Settlement, the Settlement Administrator shall provide affidavits for the Court, with a copy to counsel for the Parties, attesting that notice was disseminated in a manner consistent with the terms of this Settlement Agreement, or as otherwise required by the Court.

C. Final Court Approval.

8.5 Once the Court enters a Preliminary Approval Order, counsel for the Parties shall use their best efforts to promptly obtain entry of a Final Approval Order and Judgment that:

- (a) Finds the Settlement to be fair, reasonable, and adequate;
- (b) Finds that the Settlement Class Notice and ancillary notices described herein constitute the best notice practicable;
- (c) Approves the release specified in Section VII as binding and effective as to all Settlement Class Members who have not properly excluded themselves from the Class;
- (d) Directs that judgment be entered on the terms stated herein; and
- (e) Provides that the Court will retain jurisdiction over the Parties and Settlement Class Members to enforce the terms of the Final Order and Judgment.

8.6 Upon entry of the Final Order and Judgment, this Action shall be dismissed, on its merits and with prejudice, with respect to all Class Plaintiffs and Settlement Class Members who have not properly excluded themselves from the Settlement Class, subject to the continuing jurisdiction of the Court.

IX. REQUESTS FOR EXCLUSION

9.1 The provisions of this section shall apply to any request by a Settlement Class Member for exclusion from the Class.

9.2 Any Class Member may make a request for exclusion by submitting such request in writing as set forth in the Settlement Class Notice.

9.3 Any request for exclusion must be submitted not later than the date specified in the Court's preliminary approval order.

9.4 Any request for exclusion shall (i) state the Class Member's full name and current address, (ii) provide the model, model year, and Vehicle Identification Number ("VIN") of his/her/its Class Vehicle(s) and the dealership name and approximate date(s) of purchase or lease, and (iii) specifically and clearly state his/her/its desire to be excluded from the Settlement and from the Class.

9.5 Failure to comply with these requirements and to timely submit the request for exclusion will result in the Class Member being bound by the terms of the Settlement Agreement.

9.6 Any Class Member who submits a timely request for exclusion (or who previously submitted a timely request for exclusion from the certified classes) may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

9.7 The Settlement Administrator shall report the names of all Class Members who have submitted a request for exclusion to counsel for the Parties on a weekly basis, beginning thirty (30) days after the Notice Date. The Settlement Administrator shall also report a final tabulation of the names and addresses of such entities and natural persons to the Court and counsel for the Parties no less than seven (7) days before the Fairness Hearing.

9.8 Upon Final Approval of the Settlement, all Settlement Class Members who do not timely and properly opt out of the Settlement shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully and completely released, acquitted, and discharged the Released Parties from all Released Claims as set forth in the Settlement Agreement, and the Action will be deemed dismissed with prejudice.

9.9 Class Counsel represent and warrant that they have no other agreements with other counsel respecting Class Members, including any agreements with respect to referring, soliciting, or encouraging any Class Members to request to be excluded (or “opt out”) from this Settlement Agreement.

9.10 Upon modification of the class definition in connection with the Preliminary Approval of this agreement, Class Counsel agree to seek in the Preliminary Approval Order from the Court a provision encouraging all written communications to multiple Class Members with respect to this Settlement

Agreement to be reviewed and approved by counsel for the Parties and the Court, and Class Counsel agree to abide by that provision as may be required by the Court.

X. OBJECTIONS

10.1 The Parties will request that the Court enter an order requiring any Class Member who wishes to enter an objection to be considered, to submit a written notice of objection to the Settlement Administrator by the deadline set in the Court's Preliminary Approval Order.

10.2 To state a valid objection to the Settlement, an objecting Class Member must provide the following information in his, her, or its written objection: (i) the case name and number, *Mark Chapman, et al. v. General Motors LLC*, 2:19-CV-12333 (E.D. Mich.); (ii) his/her/its full name, current address, and current telephone number; (iii) the model, model year, and VIN of his/her/its Class Vehicle(s); (iv) a statement of the objection(s), including all factual and legal grounds for the position; (v) copies of any documents the objector wishes to submit in support; (vi) 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; (vii) a statement of whether the Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel; (viii) the identity of all counsel (if any) who will appear on behalf of the Class Member objecting at the Final Approval Hearing and all persons (if any) who

will be called to testify in support of the objection; and (ix) 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, and the date of the objection. In addition, any Class Member objecting to the Settlement shall provide 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 (5) years. If the Class Member or his or her counsel has not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection.

10.3 If the objecting Class Member intends to appear, in person or by counsel, at the Final Approval Hearing, the objecting Class Member must so state in the objection. Any Class Member who does not state his or her intention to appear in accordance with the applicable deadlines and other specifications, or who has not filed an objection in accordance with the applicable deadlines and other specifications, will be deemed to have waived any objections to the Settlement and can be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

10.4 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.

10.5 Any objector who seeks a fee for their objection shall do so as prescribed under Federal Rule of Civil Procedure 23(e)(5)(B).

10.6 These procedures and requirements for objecting are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement, in accordance with the due process rights of all Class Members.

10.7 Any Class Member who fails to file and serve a timely written objection containing all of the information listed in paragraphs 10.2 and 10.3 above, including notice of his/her intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by any means, including but not limited to an appeal.

10.8 The Parties shall promptly inform the Court of any consideration sought by an objector and the circumstances of such a request.

XI. MISCELLANEOUS

A. Choice of Law.

11.1 This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Michigan without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

B. Not Evidence.

11.2 The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with this Settlement Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or an acknowledgment or admission by any party of any fault, liability or wrongdoing of any kind whatsoever to any other party.

11.3 Neither this Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of it: (a) is, or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any legal claim made by Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of GM, or (b) is, or may be deemed to be, or may be used as, an admission of, or evidence of,

any fault or omission of Releasors or Releasees in any proceeding in any court, administrative agency, or other tribunal.

11.4 This provision shall survive the expiration or voiding of the Settlement Agreement.

C. Headings.

11.5 The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

D. Effect of Exhibits.

11.6 The exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

E. Entire Agreement.

11.7 This Settlement Agreement represents the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, term sheets, agreements, and understandings relating to the subject matter of this agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this agreement has been made or relied on except as expressly set forth in this Settlement Agreement. No modification or waiver of any provisions of this Settlement Agreement shall in

any event be effective unless the same shall be in writing and signed by the person or Party against whom enforcement of the Agreement is sought.

F. Counterparts.

11.8 This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it, and all of which shall be deemed a single agreement.

G. Arm's-Length Negotiations.

11.9 The Parties have negotiated all terms and conditions of this Settlement Agreement at arm's length. The provisions for attorneys' fees set forth herein were negotiated separately from and after agreement on the provisions for relief to Plaintiffs and the Settlement Class.

11.10 All terms, conditions, and exhibits in their exact form are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

11.11 The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of

settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Agreement.

H. Public Statements.

11.12 The Parties and their Counsel agree to keep the substance of this Settlement Agreement confidential until the date on which the Settlement Agreement is filed with the Court, provided that this Section shall not prevent GM from disclosing such information, prior to the date on which the Settlement Agreement is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers, or attorneys, nor shall it prevent the Parties and their Counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of the Settlement Agreement; provided further that GM may disclose publicly the terms of the Settlement Agreement that it deems necessary to meet its regulatory obligations or fiduciary duties; and provided further that Plaintiffs may disclose the terms to their expert(s) solely for the purpose of establishing a proposed allocation methodology for the Settlement Fund, on the condition that any such expert or other third party agrees to comply with the confidentiality provisions of this Paragraph. Neither the Parties nor their Counsel shall issue (or cause any other Person to issue)

any press release concerning the existence or substance of this Settlement Agreement prior to the date on which the Agreement is publicly filed with the Court.

I. Good Faith.

11.13 The Parties acknowledge that prompt approval, consummation, and implementation of this Settlement is essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement, shall promptly perform their respective obligations hereunder, and shall attempt to resolve any dispute that may arise under this Settlement in a good faith and expeditious manner.

J. Continuing Jurisdiction.

11.14 The Parties agree the Court may retain continuing and exclusive jurisdiction over them, and all Settlement Class Members, for the purpose of the administration and enforcement of this Settlement.

K. Extensions of Time.

11.15 The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement without further notice (subject to Court approval as to court dates).

L. Service of Notice.

11.16 Whenever, under the terms of this Settlement Agreement, written notice is required to GM or Class Counsel, such service or notice shall be directed

to the individuals and addresses specified below, unless those individuals or their successors give notice to the other parties in writing:

As to Plaintiffs:

Jerrod Patterson
HAGENS BERMAN SOBOL SHAPIRO, LLP
1301 Second Avenue, Suite 2000
Seattle, WA 98101

Lauren Akers
HILLIARD LAW
719 S. Shoreline Blvd.
Corpus Christi, TX 78401

As to General Motors LLC:

April N. Ross
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Avenue NW
Washington, DC 20004

IN WITNESS HEREOF, each of the Parties hereto has caused this agreement to be executed, as of the day(s) set forth below.

Dated: June 7, 2024

HAGENS BERMAN SOBOL SHAPIRO, LLP

By: 

THE MILLER LAW FIRM, PC

By: 

HILLARD LAW

By: _____

GIBBS LAW GROUP LLP

By: _____

Class Counsel for Plaintiffs and the Settlement Class

APPROVED AND AGREED TO BY AND ON BEHALF OF GENERAL MOTORS, LLC

Dated: June ___, 2024

By: _____

THE MILLER LAW FIRM, PC

By: _____

HILLIARD LAW

By: _____

A handwritten signature in black ink is written over the signature line for Hilliard Law. The signature is cursive and somewhat stylized, with a large initial letter.

GIBBS LAW GROUP LLP

By: _____

Class Counsel for Plaintiffs and the Settlement Class

APPROVED AND AGREED TO BY AND ON BEHALF OF GENERAL MOTORS, LLC

Dated: June __, 2024

By: _____

THE MILLER LAW FIRM, PC

By: _____

HILLARD LAW

By: _____

GIBBS LAW GROUP LLP

By:  _____

Class Counsel for Plaintiffs and the Settlement Class

APPROVED AND AGREED TO BY AND ON BEHALF OF GENERAL
MOTORS, LLC

Dated: June __, 2024

By: _____

THE MILLER LAW FIRM, PC

By: _____

HILLARD LAW

By: _____

GIBBS LAW GROUP LLP

By: _____

Class Counsel for Plaintiffs and the Settlement Class

APPROVED AND AGREED TO BY AND ON BEHALF OF GENERAL
MOTORS, LLC

Dated: June 7, 2024

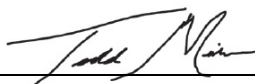
By:  _____

Exhibit A

CLAIM FORM INSTRUCTIONS

GM Fuel Pump Settlement

Use this form to claim a cash payment if you paid out of pocket for repairs to the CP4 fuel pump or related components on or before [Notice Date] OR you no longer own your truck and you did not pay out of pocket for a fuel pump repair. Eligible repairs include repair or replacement of the CP4 high-pressure fuel pump or the related components listed in GM Technical Service Bulletin 16-NA-102 (<https://static.nhtsa.gov/odi/tsbs/2016/SB-10081221-6903.pdf>).. **The deadline to submit a claim for a cash payment is [date].**

You must be a Settlement Class Member to qualify for settlement benefits. You are a Settlement Class Member if you:

- Purchased a model year 2011-2016 Chevrolet Silverado or GMC Sierra diesel truck equipped with a 6.6L Duramax engines and Bosch “CP4” high-pressure diesel fuel pump (a “Class Vehicle”);
- Purchased the Class Vehicle from a GM-authorized dealer in California, Florida, Illinois, Iowa, New York, Pennsylvania, or Texas; and
- Purchased the Class Vehicle from March 1, 2010 through [Notice Date].

To check whether you have a Class Vehicle, you may enter your Vehicle Identification Number (VIN) using the VIN lookup tool at www.GMFuelPumpLitigation.com.

If you owned a Class Vehicle on [Notice Date], but you did not pay out of pocket for a CP4 repair, you are not eligible for this cash payment. **However, you may be eligible for a cash-back payment for future repairs** that occur after [Notice Date]. For additional information on the Reimbursement Program, visit the Settlement Website at www.GMFuelPumpLitigation.com.

All claims require supporting documentation, including Proof of Purchase and Proof of Repair. If you no longer own the truck and did not pay out of pocket for a CP4 repair on or before [Notice Date], you do *not* need to submit Proof of Repair, but you are required to submit Proof of Sale. Details are provided below.

- 1. Proof of Purchase:** You must submit proof that you purchased your truck from a GM-authorized dealer in California, Florida, Illinois, Iowa, New York, Pennsylvania, or Texas from March 1, 2010 through [Notice Date], such as a purchase agreement or financing documentation showing your name as well as the name and address of the GM-authorized dealer where you purchased your truck.
- 2. Former Owner Proof of Sale:** If you sold the truck on or before [Notice Date] and you did not pay out of pocket for a CP4 repair while you owned the truck, you must submit proof showing the date you sold your truck. It should include the date, your name, the Vehicle Identification Number (VIN), and the buyer’s name.
- 3. Proof of Repair:** If you paid out of pocket for a Qualifying Repair on or before [Notice Date], you must submit proof of the repair that includes your name, the Vehicle Identification Number (VIN), and clearly identifies the covered components that were repaired or replaced. This could take the form of a repair order, invoice, or other contemporaneous document from the facility that completed the repair.

The fastest way to submit a claim is online at www.GMFuelPumpLitigation.com. If you submit a paper Claim Form, it must be **mailed or emailed** to info@GMFuelPumpLitigation.com or GM Fuel Pump Settlement, c/o JND Legal Administration, PO Box 91445, Seattle, WA 98111.

QUESTIONS? Please contact the Settlement Administrator at GM Fuel Pump Settlement, c/o JND Legal Administration, PO Box 91445, Seattle, WA 98111, via email at info@GMFuelPumpLitigation.com, or by calling 1-866-848-0815.

PLEASE KEEP A COPY OF YOUR CLAIM FORM FOR YOUR RECORDS.

Questions? Visit www.GMFuelPumpLitigation.com or call toll-free 1-866-848-0815

To view JND’s privacy policy, please visit <https://www.jndla.com/privacy-policy>

CLAIM FORM

GM Fuel Pump Settlement

If you have more than one eligible truck, you must submit a separate Claim Form for each truck. If you need to file Claims for more than 10 trucks, please do not use this Claim Form. Instead, please contact info@GMFuelPumpLitigation.com for assistance in filing your Claim. **The deadline to submit a claim for a cash payment is [date].** The fastest way to submit a claim is online at www.GMFuelPumpLitigation.com. If you submit a paper Claim Form, it must be mailed or emailed to info@GMFuelPumpLitigation.com or GM Fuel Pump Settlement, c/o JND Legal Administration, PO Box 91445, Seattle, WA 98111.

Please neatly print or type all information requested on the Claim Form. If you received a Postcard or Email Notice with a Unique ID, please include it below.

I. VEHICLE OWNER INFORMATION

Please provide your name and contact information below. Communications concerning this claim will be directed to the contact information you provide below. You must notify the Settlement Administrator if your contact information changes after your claim is submitted.

Primary Owner Full Name		
Company Name (if the truck was owned by a company)		
Title (if submitting on behalf of a company)		
Address 1		
Address 2		
City	State	ZIP Code
Email	Phone Number	
Unique ID*		

**The Unique ID is listed in your Postcard or Email Notice. If you misplaced that Notice, please contact the Settlement Administrator. If you do not have a Unique ID, you may leave this field blank.*

II. VEHICLE & REPAIR INFORMATION

1. Vehicle Identification Number (VIN)

Please neatly print or type the Vehicle Identification Number (VIN)* of your truck below. **If you have more than one eligible truck, you must submit a separate Claim Form for each truck.**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**VINs are 17 characters in length and do not include the letters I, O, or Q.*

CLAIM FORM GM Fuel Pump Settlement

2. Did you purchase your truck from a GM-authorized dealer in California, Florida, Illinois, Iowa, New York, Pennsylvania, or Texas?

Yes / No*

**If you did not purchase the truck from a GM-authorized dealer in one of these states, you are not a Settlement Class Member, and you are not eligible for settlement benefits. Do not submit this form.*

3. Did you still own the truck on [Notice Date]?

Yes / No

4. Did you pay out of pocket for a CP4 repair on or before [date]?

Yes / No*

**If you paid for a CP4 repair after [date], you should complete the Reimbursement Request Form, available at www.GMFuelPumpLitigation.com.*

5. How many CP4 repairs did you pay for out of pocket on or before [Notice Date]? _____

- a. Repair 1 Date: _____ / Amount Paid: _____
- b. Repair 2 Date: _____ / Amount Paid: _____
- c. Repair 3 Date: _____ / Amount Paid: _____
- d. Repair 4 Date: _____ / Amount Paid: _____
- e. Repair 5 Date: _____ / Amount Paid: _____

III. PAYMENT METHOD

Please select your preferred payment method for your claim. If you do not make a selection and provide the required email address or phone number for an electronic payment, or if you select more than one option, your payment will be sent by check.

- Virtual Debit Card Virtual Debit Card Email: _____
- PayPal PayPal Email: _____
- Venmo Venmo Phone Number: _____
- Paper Check by Mail

IV. CERTIFICATION

I certify that all the information that I supplied in this Claim Form is true and correct to the best of my knowledge and belief. I understand that the information I submit in this Claim Form is subject to verification and the Settlement Administrator may reach out to me for further information or documentation to verify my Claim.

Signature

Date - -

Printed Name

Exhibit B

REIMBURSEMENT REQUEST FORM INSTRUCTIONS

GM Fuel Pump Settlement

Use this Reimbursement Request Form to claim a cash-back payment if you paid for repairs to your CP4 fuel pump or related components after [date], and the repairs were performed at a GM-authorized dealership. **You must submit the Reimbursement Request Form and the required supporting documentation within 60 days from the date any future repairs are performed.** Although you may complete and return this form by mail, the fastest way to submit a Reimbursement Request is online at www.GMFuelPumpLitigation.com.

The Future Warranty Coverage and Reimbursement Program will provide reimbursement of 50% of all costs incurred by Class Members or subsequent owners of Class Vehicles for CP4 fuel pump replacements and repairs performed at GM-authorized dealerships for a period of 12 months from the date of Final Approval, or until the Class Vehicle reached 200,000 miles, whichever occurs first. Repairs and replacements covered under the Reimbursement Program include costs associated with replacement parts, labor, diagnostic testing, and mechanical damage to the CP4 fuel pump and the related components listed in GM Technical Service Bulletin 16-NA-102 (<https://static.nhtsa.gov/odi/tsbs/2016/SB-10081221-6903.pdf>). The Reimbursement Program does not cover diagnostic fees or repairs for components that are not specifically included in this list.

If you are seeking a cash payment based on repairs that took place on or before [Notice Date] or you sold your vehicle on or before [Notice Date], **you may be eligible for a different cash payment. The deadline to file a claim for a payment based on past repairs is [date].** Visit www.GMFuelPumpLitigation.com for more information.

All submissions require supporting documentation. You must submit proof of the repair that includes your name and the Vehicle Identification Number (VIN), and it must clearly identify the covered components that were repaired or replaced. This could take the form of a repair order, invoice, or other contemporaneous document from the facility that completed the repair.

QUESTIONS? Please contact the Settlement Administrator at GM Fuel Pump Settlement, c/o JND Legal Administration, PO Box 91445, Seattle, WA 98111, via email at info@GMFuelPumpLitigation.com, or by calling 1-866-848-0815.

Additional Terms: The right to participate in the Limited Reimbursement Program is provided only to those owners who complete the Reimbursement Request Form and submit proof of payment. *Customers may not assign their right to submit reimbursement claims, or to receive reimbursement, or any other rights granted by this Limited Future Warranty Coverage to any third party, including but not limited to service contract providers, and this Special Coverage is not intended to and does not confer any third party beneficiary, subrogation or contribution rights, or any other rights to reimbursement, against GM or JND Legal Administration, whether in law, equity or otherwise, on any third parties.*

Questions? Visit www.GMFuelPumpLitigation.com or call toll-free 1-866-848-0815

To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

REIMBURSEMENT REQUEST FORM

GM Fuel Pump Settlement

I. VEHICLE OWNER INFORMATION

Please provide your name and contact information below. Communications concerning this claim will be directed to the contact information you provide below. You must notify the Settlement Administrator if your contact information changes after your claim is submitted.

Primary Owner Full Name		
Company Name (if the vehicle was owned by a company)		
Title (if submitting on behalf of a company)		
Address 1		
Address 2		
City	State	ZIP Code
Email	Phone Number	

II. VEHICLE & REPAIR INFORMATION

Vehicle Identification Number (VIN)

Please neatly print or type the Vehicle Identification Number (VIN)* of your eligible vehicle below.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**VINs are 17 characters in length and do not include the letters I, O, or Q.*

Date of Repair: _____ **Mileage at Time of Repair:** _____

Amount of Reimbursement Requested (50% of out-of-pocket repair costs): _____

REIMBURSEMENT REQUEST FORM

GM Fuel Pump Settlement

III. PAYMENT METHOD

Please select your preferred payment method for your claim. If you do not make an election and provide the required email address or phone number for an electronic payment, or if you elect more than one option, your payment will be sent by check.

- Virtual Debit Card Virtual Debit Card Email: _____
- PayPal PayPal Email: _____
- Venmo Venmo Phone Number: _____
- Paper Check by Mail

IV. CERTIFICATION

I certify that all the information I supplied in this Reimbursement Request Form is true and correct to the best of my knowledge and belief. I understand that the information I submit in this Reimbursement Request Form is subject to verification and the Settlement Administrator may reach out to me for further information or documentation to verify my submission.

Signature

Date - -

Printed Name

PLEASE KEEP A COPY OF YOUR REIMBURSEMENT REQUEST FORM FOR YOUR RECORDS.

Deadline Reminder: You must submit the Reimbursement Request Form and the required supporting documentation **within 60 days from the date any future repairs are performed.**

Exhibit C

NOTICE OF CLASS SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

PLEASE READ THIS BECAUSE YOU MAY BE ENTITLED TO A CASH PAYMENT if you bought a 2011-2016 Duramax diesel Chevrolet Silverado or GMC Sierra from a GM-authorized dealer in California, Florida, Illinois, Iowa, New York, Pennsylvania, or Texas.

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

- A proposed Settlement has been reached in a class action lawsuit called *Chapman, et al. v. General Motors LLC*, Case No. 2:19-cv-12333-TGB-DRG.
- To qualify for settlement benefits, you must have bought a model year 2011–2016 Chevrolet Silverado or GMC Sierra equipped with a 6.6L Duramax diesel engine from a GM-authorized dealer in California, Florida, Illinois, Iowa, New York, Pennsylvania, or Texas from March 1, 2010 through [date]. This notice refers to these trucks as “Class Trucks” and to purchasers of the Class Trucks as “Class Members.”
- The Settlement provides a *cash payment* for Class Members who paid out of pocket for repairs to the CP4 fuel pump, and for Class Members who no longer own their truck(s) and did not pay for a fuel pump repair.
- The Settlement also provides for *partial cash back for future repairs* for CP4 fuel pump replacements and repairs performed after [date] at GM-authorized dealerships, subject to certain terms and conditions.
- Please read this Notice carefully and in its entirety. Your legal rights are affected whether you act or do not act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
FILE A CLAIM FOR A CASH PAYMENT BASED ON PAST REPAIRS	Submit a claim to receive a cash payment if you paid for CP4 fuel pump repairs. The deadline to submit a claim is [date] .
FILE A CLAIM FOR A CASH PAYMENT AS A FORMER OWNER	If you didn’t pay for a repair to your CP4 fuel pump, you can still get a cash payment if you sold your truck on or before [date]. The deadline to submit a claim is [date] .
CASH BACK FOR FUTURE REPAIRS	If you pay for a CP4 fuel pump repair after [date] , YOU STILL MAY GET A PAYMENT to reimburse you for 50% of your repair costs. Reimbursement forms must be submitted within 60 days of the date of the repair. The Reimbursement Program will be available until 12 months after the date the Court grants final approval of the Settlement or the date the truck reaches 200,000 miles, whichever occurs first.
GET OUT OF THIS SETTLEMENT	If you don’t want to be a part of this settlement, request exclusion to get out of it. You will not receive cash or future warranty coverage. This is the only option that allows you to be part of any other lawsuit against General Motors about the legal claims in this case. The deadline to exclude yourself is [date] .
OBJECT	Write to the Court about why you don’t like the Settlement. The deadline to object is [date] .
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement. The deadline to submit a notice of intention to appear is [date] .

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The Court in charge of this case still must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

Questions? Visit www.GMFuelPumpLitigation.com or call 1-866-848-0815

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BASIC INFORMATION

1. Why did I receive a notice?

The Court in charge of this case authorized this Notice to inform you about a class action settlement in a lawsuit known as *Chapman, et al., v. General Motors LLC*, Case No. 2:19-cv-12333, currently before Judge Terrence G. Berg in the United States District Court for the Eastern District of Michigan. You received this Notice because General Motors LLC's ("GM") records indicate you may be a current or past purchaser of a Class Truck.

2. What is this lawsuit about?

Plaintiffs sued GM alleging that the Class Trucks had a defective high-pressure fuel injection pump known as the CP4 pump. Plaintiffs allege that the CP4 pump is unreasonably fragile and prone to catastrophic failure. Plaintiffs allege the failure occurs when the CP4 pump parts rub against each other and generate metal shavings which contaminate the entire high-pressure fuel injection system, sometimes leading to engine shutdown.

Plaintiffs claim that GM knowingly concealed this defect and filed a class action lawsuit based on this defect. Plaintiffs further claim that they and other owners of the Class Trucks have suffered economic damages because of the alleged defect. This lawsuit does not involve any claims for personal injuries.

GM denies any wrongdoing and denies that the Class Trucks' fuel pumps are defective. GM asserted a number of defenses to Plaintiffs' claims. The Court did not decide who is right or wrong. Instead, the Parties agreed to the Settlement to avoid the costs, risk, and delays associated with further litigation.

3. Why is there a settlement?

The Court did not decide in favor of any Plaintiff or GM on the legal claims being resolved here. Instead, both sides agreed to a settlement, which avoids the risk and cost of a trial but still provides relief to the people affected. The Class Representatives and their attorneys think that the Settlement is in the best interests of Class Members and that it is fair, adequate, and reasonable.

WHO IS INCLUDED?

4. Am I part of the Settlement Class?

You are a Settlement Class Member if you purchased a Class Truck from a GM-authorized dealer in California, Florida, Illinois, Iowa, New York, Pennsylvania, or Texas from March 1, 2010 through [date]. Class Trucks include model year 2011-2016 Chevrolet Silverado or GMC Sierra diesel trucks equipped with 6.6L Duramax engines and Bosch "CP4" high-pressure diesel fuel pumps.

To check whether you have a Class Truck, you may enter your VIN using the VIN lookup tool found at www.GMFuelPumpLitigation.com.

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

If approved, the Settlement will provide cash payments and other valuable benefits to Class Members. These benefits include:

- \$30 million to pay Class Members who paid out of pocket for a CP4 repair that was not covered by warranty (the "Repair Fund"). The cash you may get depends on how many valid claims are received and could range from \$6,356 to \$12,712 (see *Question 8* below).

- \$5 million to pay Class Members who no longer own their trucks and did not pay out of pocket for a CP4 repair (the “Former Owner Fund”). Again, the cash you may get depends on how many other claims are received and could range from \$400 to \$800 (see *Question 8* below).
- Cash back for future repairs. A Partial Repair Reimbursement Program (the “Reimbursement Program”) provides future warranty coverage by reimbursing 50% of costs paid for a CP4 repair. The repair must be performed at a GM-authorized dealership after [date]. The Reimbursement Program will be available for 12 months from the date of Final Approval or until the truck reaches 200,000 miles (whichever occurs first). **So if you still own the truck and haven’t had a CP4 repair, please keep this notice so you have it handy in case you need to repair the truck in the future.** Payments might be approximately \$5,000 based on average repair cost.

For more information: See *Question 8* for **estimated payment amounts**; See *Question 7* to learn more about **how to claim a cash** payment. See *Question 11* to learn more about **how to request cash back for future repairs**.

6. Do I have to file a claim to receive a cash payment?

Some of you may be paid directly if our records identify you as a Class Member who paid out of pocket for a CP4 repair. But **everyone should submit a claim form** to make sure that we identify you as a Class Member.

If you no longer owned a Class Truck on [date], and you did not pay for a CP4 repair, you must file a claim to receive a payment. Former owners who do not file a timely and valid claim will not receive any payment from the Settlement.

See *Question 7* for information on how to submit a claim for a cash payment. See *Question 8* for information on how much money you might receive.

7. How do I get a cash payment?

To get a *cash payment*, file a claim online at **www.GMFuelPumpLitigation.com**. You can also download a copy of the Claim Form from the website if you cannot complete the form online. If you cannot access the website, you can request a copy of the Claim Form be mailed or emailed to you by calling or emailing the Settlement Administrator at info@GMFuelPumpLitigation.com or 1-866-848-0815. You should keep a copy of the completed Claim Form for your own records. Mail or email the Claim Form with the required documentation to the Settlement Administrator at:

GM Fuel Pump Settlement
c/o JND Legal Administration
P.O. Box 91445
Seattle, WA 98111
info@GMFuelPumpLitigation.com

The deadline to file Claim Forms and supporting documents is [date]. If you do not submit or mail the Claim Form and supporting documents by the required deadline, you will not get a payment unless we are able to pay you directly. Submitting a Claim Form late or without documentation will be the same as doing nothing. Payments will be made only if the Court approves the Settlement.

8. How much money will I receive?

Different payments are available depending on whether you paid for a CP4 repair on or before [date] and whether you still own the truck.

Repair Fund: The Repair Fund will be distributed to all of the people that we can pay directly and to people who submit valid and timely claims. The payment amount will be based on the number of people we pay directly, plus the number of people who submit valid claims. Payment amounts for each CP4 repair will be the same for people who are paid directly and people who submit valid claims. Payment estimates for each CP4 repair are provided below.

- If 25% of the Class Members who paid for CP4 repairs submit valid claims or are paid directly, payments are estimated to be approximately \$12,712.
- If 50% of the Class Members who paid for CP4 repairs submit valid claims or are paid directly, payments are estimated to be approximately \$6,356.

Former Owner Fund: The Former Owner Fund will be distributed evenly among former owners who did not pay for a CP4 repair and who submit valid and timely claims. Payment estimates are provided below.

- If 5% of former owners submit valid claims, payments are estimated to be approximately \$800.
- If 7% of former owners submit valid claims, payments are estimated to be approximately \$571.43.
- If 10% of former owners submit valid claims, payments are estimated to be approximately \$400.

When you submit your claim, you can choose whether to receive a paper check in the mail or an electronic payment by virtual debit card, Venmo, or PayPal.

9. When will I get paid?

Payments will be sent after the Settlement's "Effective Date" and after the Settlement Administrator has validated the claims. The "Effective Date" will depend on when the Court enters its order finally approving the Settlement and its Judgment, and whether there is an appeal of the Judgment.

Please check **www.GMFuelPumpLitigation.com** after the Final Approval Hearing for information about the timing of settlement payments. The Court will hold its Final Approval Hearing on [date].

10. What does the Reimbursement Program cover?

The Settlement will provide cash-back reimbursement of 50% of all costs paid by Class Members or future Class Truck owners for CP4 repairs or replacements performed at GM-authorized dealerships for the following time period: 12 months from the date of Final Approval or until the Class Truck reaches 200,000 miles, whichever occurs first. Covered repairs and replacements include the costs associated with replacement parts, labor, diagnostic testing, and mechanical damage to the CP4 fuel pump and the related components listed in GM Technical Service Bulletin 16-NA-102, available at www.GMFuelPumpLitigation.com. The Reimbursement Program does not cover diagnostic fees or repairs for components that are not specifically included in this list.

The future repairs described above must be performed by a GM-authorized dealer or they will not be eligible for cash-back reimbursement. This part of the Settlement does not revoke or alter any existing warranties that apply to the Class Trucks. All existing warranty coverage for the Class Trucks is still in effect. Additional terms apply.

For further information about the Future Warranty Coverage and Repair Reimbursement Program, please review the Settlement Agreement, which is available at **www.GMFuelPumpLitigation.com**.

11. How do I receive a cash-back payment under the Reimbursement Program?

To qualify for the Reimbursement Program and receive cash back for future repairs, you must first obtain and pay for a CP4 repair or replacement at a GM-authorized dealerships as described above in Question 10. Then you can complete the “Reimbursement Request Form,” available at www.GMFuelPumpLitigation.com. If you cannot complete the form online, you can download the form from the website or email or call the Settlement Administrator to request that a copy be mailed or emailed to you.

The deadline to file a Reimbursement Request Form is 60 days after the date the repair was performed. The Reimbursement Program will be available for 12 months after the date the Court grants final approval of the Settlement or until the date the truck reaches 200,000 miles, whichever occurs first. The Settlement Website will be updated when the Final Approval Order is issued.

GM-authorized dealerships cannot reimburse you for these repairs or answer questions about the Reimbursement Program. You can only receive cash-back reimbursement by submitting the Reimbursement Request Form along with all required documentation to the Settlement Administrator. If you have questions about the Reimbursement Program, please contact the Settlement Administrator at info@GMFuelPumpLitigation.com or 1-866-848-0815.

If you believe your truck needs a CP4 repair and is within the qualifying time/mileage requirements, you should contact your local GM-authorized dealer to find out how long they will need to have your truck so you can schedule the appointment at a time that is convenient for you, as the dealer may not provide a loaner or rental vehicle. This will also allow the dealer to order parts if they are not already in stock.

12. When will I get paid my reimbursement?

Payments will be sent to Class Members with approved Reimbursement Requests within 60 days of the form’s submission.

13. Does the Future Warranty Coverage transfer with my truck?

Yes. The Future Warranty Coverage will transfer with your truck for the duration of the warranty period, subject to the time and mileage limits described in Question 10.

14. What happens to any unclaimed funds in the Settlement?

No amount of the Settlement Funds will be returned to GM. If there are any funds that remain after paying all Class Members with valid claims and other settlement costs, and if it is not feasible and/or economically reasonable to distribute the remaining funds to eligible Class Members, then the remaining balance will be paid to charitable causes that indirectly benefit the Class.

15. What am I giving up by staying in the Settlement Class?

Unless you exclude yourself, you will be part of the Settlement Class. By staying in the Settlement Class, you will be eligible for all settlement benefits described in this Notice, and you will release GM and all Released Parties from any liability, cause of action, claim, right to damages or other relief, and any other legal rights to which you may otherwise be entitled under the law(s) of your state or any other applicable law, relating to the CP4 pump in your truck. By staying in the Settlement Class, you will give up your right to be a part of any lawsuit or arbitration, or pursue any claim, against GM and any Released Parties relating to the claims in this lawsuit. Staying in the Class also means that all of the Court’s orders will apply to you and legally bind you.

This settlement does not release any claims for death, personal injury, damage to property (other than damage to the Class Truck related to a qualifying condition), or subrogation.

The scope of the claims and causes of action being released and the parties being released are outlined in Section VII of the Settlement Agreement, and also available at **www.GMFuelPumpLitigation.com**, should you wish to review it. You may also contact Class Counsel, listed below in Question 19, with any questions you may have.

I WANT OUT—EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I get out of the Settlement?

If you do not want to receive benefits from the Settlement and/or you want to keep the right to sue GM about the legal issues in this case, then you must take steps to remove yourself from the Settlement. You may do this by asking to be excluded from the Settlement—sometimes referred to as “opting out.”

To opt out of the Settlement, you must mail or email a letter or other written document to the Settlement Administrator. Your request must include:

- Your name and current address;
- The model, model year, and VIN(s) of your Class Truck(s) and the dealership name and approximate date(s) of purchase;
- A statement specifically and clearly expressing your desire to be excluded from the Settlement and from the Class; and
- Your handwritten signature (electronic signatures, including DocuSign, are invalid and will not be considered personal signatures).

Your Exclusion Request must be postmarked or emailed no later than **[date]** to:

GM Fuel Pump Settlement
c/o JND Legal Administration
PO Box 91445
Seattle, WA 98111
info@GMFuelPumpLitigation.com

IF YOU CHOOSE TO BE EXCLUDED: (1) you will NOT be entitled to future warranty coverage or any cash payment; (2) you will NOT be bound by any judgment or settlement release entered in this lawsuit; and (3) at your own expense, you MAY pursue any claims that you have against GM by filing a separate lawsuit.

Only request exclusion if you do NOT wish to be part of the Settlement Class and do NOT wish to share in the settlement benefits.

17. If I do not exclude myself, can I sue GM for the same thing later?

No. If you do not send your request for exclusion before the deadline passes, or if you fail to include the required information, you will remain a Class Member and will not be able to sue GM about the claims that the Settlement resolves. If you do not exclude yourself from the Settlement, you will be bound like all other Class Members by the Court’s orders and judgments in this class action lawsuit, even if you do not file a claim.

18. If I exclude myself, can I get the benefits of this settlement?

No. You will not get money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not submit a Claim Form asking for benefits from the Settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

Yes. The Court has appointed the law firms of Hagens Berman Sobol Shapiro LLP, Hilliard Martinez Gonzalez LLP (n/k/a Hilliard Law), and The Miller Law Firm P.C. to represent Plaintiffs and the Class Members in this Action. These law firms are known as “Class Counsel,” and they are listed below.

HAGENS BERMAN SOBOL
SHAPIRO LLP
1301 Second Avenue
Ste. 2000
Seattle, WA 98101
CP4-GMsettlement@hbsslaw.com

HILLIARD LAW
719 S. Shoreline Blvd.
Corpus Christi, TX 78401
Fuelump@hilliard-law.com

THE MILLER LAW FIRM, P.C.
950 West University Drive
Ste. 300
Rochester, MI 48226

20. How will the lawyers be paid?

Class Counsel will ask the Court to award reasonable attorneys’ fees and expenses up to \$15,000,000 including costs, for litigating this case and securing this settlement for the Settlement Class. These attorneys’ fees and expenses *are completely separate* from the \$35 million available to Settlement Class Members discussed in Question 5 above. The Court must approve Class Counsel’s request for fees and expenses before it is paid from the Settlement Fund.

Settlement Class Counsel will file their request by [date], and that document will be available at www.GMFuelPumpLitigation.com shortly after it is filed with the Court. Settlement Class Members will have an opportunity to comment on and/or object to the request for attorneys’ fees and costs, as explained further in Question 22. Any attorney fee award is ultimately determined by the Court. Please check www.GMFuelPumpLitigation.com regularly for updates on the request for attorneys’ fees and expenses.

21. Will the Settlement Class Representatives receive service payments?

Class Counsel will also ask to the Court for service awards of \$5,000 for each of the 11 Class Plaintiffs who have conditionally been approved as Settlement Class Representatives (Mark Chapman, Kyle McDuffie, Bryan Joyce, Stacy Wade Sizelove, Kevin Allen Lawson, Holly Reasor, Homero Medina, Jacqueline Bargstedt, Calvin Smith, Nathan Howton, and Trisha Alliss), for their initiative and effort in pursuing this litigation for the benefit of the Settlement Class. Service awards will not affect the \$35,00,000 fund for Class Member payments.

OBJECTING TO THE SETTLEMENT

22. How do I tell the Court that I don’t like the Settlement?

If you are a member of the Settlement Class and do not request to be excluded, you can still object to the Settlement if you do not like all or any part of it. The Court will consider all comments from Class Members. As a Class Member, you will be bound by the Court’s final decision on the approval of this settlement.

To object, you must send an email to info@GMFuelPumpLitigation.com or mail a letter to the Settlement Administrator at the address below. Your letter must include:

- The case name and number, *Mark Chapman, et al. v. General Motors LLC*, 2:19-CV-12333 (E.D. Mich.);
- Your full name, current address, and telephone number;
- The model, model year, and VIN of your Class Truck(s);
- A statement of the objection(s), including all factual and legal grounds for your position;
- Copies of any documents you wish to submit in support;
- The name and address of the attorney(s), if any, who are representing you in making the objection and who may be entitled to compensation in connection with the objection;
- A statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel;
- The identity of all attorneys representing you, if any, who will appear on your behalf at the Final Approval Hearing and all persons (if any) who will be called to testify in support of the objection;
- A list of any other objections (if any) you, or your attorney, made within the past five (5) years to any class action settlement in any court in the United States, OR, if you or your attorney have not made any such prior objection, an affirmative statement to that effect; and
- Your signature, in addition to the signature of any attorney representing you in connection with the objection, and the date of the objection.

You must send your objection to the Settlement Administrator at the address below, postmarked or emailed by **[date]**:

GM Fuel Pump Settlement
c/o JND Legal Administration
PO Box 91445
Seattle, WA 98111
info@GMFuelPumpLitigation.com

23. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class, in which case you will be bound by the Court's final ruling. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

FINAL APPROVAL HEARING

24. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [__:__ a.m./p.m.] on [date], in Courtroom 709 of the United States District Court for the Eastern District of Michigan, Theodore Levin U.S. Courthouse, 231 W. Lafayette Blvd., Detroit, Michigan 48226. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and whether to approve service awards. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take the Court to make its decision.

25. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. However, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as your written objection is timely, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not required.

26. Can I speak at the hearing?

Yes. If you do not exclude yourself, you may ask the Court's permission to speak at the hearing. If you intend to appear at the Final Approval Hearing personally or through counsel, you or your attorney must file with the Clerk of the Court and serve on all counsel identified in Question 19 a notice of intention to appear at the hearing. The notice of intention to appear must include copies of any papers, exhibits, or other evidence and identity of witnesses that will be presented at the hearing. Your notice of intention to appear must be postmarked by [date], or it will not be considered, and you will not be allowed to speak at the hearing.

IF YOU DO NOTHING

27. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it and release the claims described under Section 2.24 of the Settlement Agreement. Unless you are paid directly, you must file a claim to seek a payment.

28. Will I receive further notices if the Settlement is approved?

No. You will receive no further notice concerning approval of the proposed Settlement.

ADDITIONAL INFORMATION

29. How can I get more information?

This Notice summarizes the terms of the proposed Settlement. To view this Notice and other court documents, including the Court's Order on Class Certification, the Settlement Agreement, the Preliminary Approval Order, and the Plaintiffs' Motion for Attorneys' Fees and Cost (once filed), visit **www.GMFuelPumpLitigation.com**. Please check the website regularly for updated information about the Settlement. You may also access the Court's publicly available legal files at the U.S. District Court for the Eastern District of Michigan in Detroit, Michigan.

For more information, please call the Settlement Administrator toll-free at 1-866-848-0815. You may also contact Class Counsel by calling 1-206-623-7292.

For definitions of any capitalized terms used in this Notice, please see the Settlement Agreement, available on the Important Documents page of the Settlement Website, www.GMFuelPumpLitigation.com.

DO NOT CONTACT THE COURT OR GM REGARDING THIS NOTICE.

Date: [date]

Exhibit D

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

**Owners of certain
Chevrolet and GMC
trucks can claim
cash from a
\$35 million settlement.
Estimated payments
range from
\$400 - \$12,700.**

GM Fuel Pump Settlement
c/o JND Legal Administration
PO Box 91445
Seattle WA 98111

«Barcode»

Postal Service: Please do not mark barcode

You are receiving this notice because
GM's records indicate you may qualify
for this class action settlement.

Questions?
Visit www.GMFuelPumpLitigation.com or
Call 1-866-848-0815

Plaintiffs claim that General Motors LLC's ("GM") model year 2011-2016 Chevrolet Silverado and GMC Sierra trucks with a Duramax diesel 6.6L V8 engine were equipped with a defective high-pressure fuel injection pump, known as the CP4, that is unreasonably fragile and susceptible to catastrophic failure. Plaintiffs claim that Class Trucks have suffered from this alleged defect since the lawsuit does not involve any claims for personal injuries. GM denies any wrongdoing and has asserted a number of defenses. The Court has not decided who is right or wrong. Instead, the Parties have agreed to the Settlement to avoid the costs, risk, and delays associated with further litigation.

Who is included?

You are a Class Member if you purchased a Class Truck from a GM-authorized dealer in California, Florida, Illinois, Iowa, New York, Pennsylvania, or Texas from March 1, 2010 through [the date of this Notice]. Class Trucks include model year 2011-2016 Chevrolet Silverado or GMC Sierra diesel trucks equipped with 6.6L Duramax engines and Bosch "CP4" high-pressure diesel fuel pumps. To check whether you have a Class Truck, enter your VIN using the VIN lookup tool at www.GMFuelPumpLitigation.com.

What does the Settlement provide?

If approved, the Settlement will provide cash payments and other valuable benefits to Class Members, including:

- **\$30 million** to pay Class Members who paid out of pocket for a CP4 repair that was not covered by warranty (the "Repair Fund"). The cash you may get depends on how many valid claims are received, and **payments could range from \$6,356 to \$12,712**.
- **\$5 million** to pay Class Members who no longer own their trucks and did not pay out of pocket for a CP4 repair (the "Former Owner Fund"). The payment you may get depends on how many valid claims are received, and **payments could range from \$400 to \$800**.
- **Cash back for future repairs** from a Partial Repair Reimbursement Program. The "Reimbursement Program" provides future warranty coverage by reimbursing 50% of costs paid for a CP4 repair performed at a GM-authorized dealership after [notice date]. The Reimbursement Program ends 12 months after Final Approval or when the truck reaches 200,000 miles (whichever occurs first).

How do I get a payment?

To get a cash payment, file a claim online at www.GMFuelPumpLitigation.com. You may also download a Claim Form or request one by calling 1-866-848-0815 or emailing info@GMFuelPumpLitigation.com. The deadline to file Claim Forms is **Month x, 2024**.

How do I get a cash-back payment under the Reimbursement Program?

You must obtain and pay for a CP4 repair or replacement at a GM-authorized dealership, then you can complete the Reimbursement Request Form, available at www.GMFuelPumpLitigation.com, by calling 1-866-848-0815, or by emailing info@GMFuelPumpLitigation.com. **The deadline to file a Reimbursement Request Form is 60 days after the date the repair was performed.**

- ✓ **Get out of the Settlement / Exclude Yourself.** If you don't want to be a part of this settlement, request exclusion and get out of it. You will not receive cash or future warranty coverage. This is the only option that allows you to be part of any other lawsuit against GM about the legal claims in this case. The deadline to exclude yourself is **Month x, 2024**.
- ✓ **Object.** Write to the Court about why you don't like the Settlement. The deadline to object is **Month x, 2024**.

For more details about your rights and options and how to exclude yourself or object, go to www.GMFuelPumpLitigation.com.

What happens next?

The Court will hold a Final Approval Hearing on **Month x, 2024** to consider whether the Settlement is fair, reasonable, and adequate; and how much to pay and reimburse Class Counsel and Class Plaintiffs. The Court has appointed the law firms of Hagens Berman Sobol Shapiro LLP, Hilliard Martinez Gonzalez LLP (n/k/a Hilliard Law), and The Miller Law Firm P.C. as Class Counsel. Class Counsel will ask the Court to award reasonable attorneys' fees and expenses up to \$15 million including costs, for litigating this case and securing this settlement. These attorneys' fees and expenses are *completely separate* from the \$35 million available to Class Members. Class Counsel will also ask the Court for service awards of \$5,000 for each of the 11 Class Plaintiffs. Service awards will not affect the \$35 million fund for Class Member payments. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to.

Questions?

For more information, including the Settlement Agreement and a Detailed Notice that summarizes the terms to the Settlement, visit www.GMFuelPumpLitigation.com.

For questions, you can email info@GMFuelPumpLitigation.com, call toll-free 1-866-848-0815, or write GM Fuel Pump Settlement, c/o JND Legal Administration, P. O. Box 91445, Seattle, WA 98111. You may also access the Court's publicly available legal files at the U.S. District Court for the Eastern District of Michigan in Detroit, Michigan.

YOUR VIN:	XXXXXXXXXXXXXXXXXXXX
YOUR UNIQUE ID:	<<Unique_ID>>
YOUR PIN:	XXXXXXXXXX

PLEASE REFER TO YOUR UNIQUE ID AND PIN TO FILE A CLAIM



PLACE
STAMP
HERE

Name: _____
Current Address: _____

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

GM Fuel Pump Settlement
c/o JND Legal Administration
PO Box 91445
Seattle, WA 98111

Exhibit E

CONFIDENTIAL DRAFT – SUBJECT TO FRE 408

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

MARK D. CHAPMAN, *et al.*,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

Case No. 2:19-cv-12333-TGB-DRG

Hon. Terrence G. Berg
Magistrate Judge David R. Grand

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
AND MODIFICATION OF CLASS CERTIFICATION ORDER**

Plaintiffs Mark Chapman, Kyle McDuffie, Bryan Joyce, Stacy Wade Sizelove, Kevin Allen Lawson, Holly Reasor, Homero Medina, Jacqueline Bargstedt, Calvin Smith, Nathan Howton, and Trisha Alliss (collectively, “Class Plaintiffs or Class Representatives”), and General Motors LLC (“GM”) (together, the “Parties”), by and through their undersigned counsel, hereby submit this proposed Stipulated Order for Preliminary Approval of Class Action Settlement:

WHEREAS, the Court having reviewed and considered the Motion for Preliminary Approval and supporting materials filed by Settlement Class Counsel;

WHEREAS, the Court held a hearing on the Motion for Preliminary Approval on [REDACTED]; and

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WHEREAS, this Court has fully considered the record and requirements of law; and good cause appearing;

WHEREAS, this Court previously certified seven state-specific classes for California, Florida, Illinois, Iowa, New York, Pennsylvania, and Texas, which covered truck purchasers from March 1, 2010 to “the date of the Court-ordered notice” to the state Classes;¹

IT IS THIS [REDACTED] day of [REDACTED], 2024 ORDERED that the Settlement is hereby PRELIMINARILY APPROVED. The Court further finds the order as follows:

1. The Court has subject matter jurisdiction under 28 U.S.C. § 1332(d), and venue is proper in this District.
2. The Court has personal jurisdiction over the Class Plaintiffs, Settlement Class Members, and GM.
3. To the extent not otherwise defined herein, all defined terms in this Order shall have the meaning assigned in the Settlement Agreement.
4. The Settlement was the result of the Parties’ good-faith negotiations. The Settlement was entered into by experienced counsel and only after extensive arm’s length negotiations. The Settlement is not the result of collusion.

¹ See *Chapman v. Gen. Motors LLC*, 2023 WL 274780, at *21-22 (E.D. Mich. Mar. 31, 2023).

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5. The proceedings and discovery that occurred before the Parties reached the Settlement gave counsel the opportunity to adequately assess this case’s strengths and weaknesses and thus to structure the Settlement in a way that adequately accounts for those strengths and weaknesses.

6. The Court has carefully reviewed the Settlement Agreement and finds that the Settlement is fair, reasonable, adequate and meets the standards for preliminary approval under Fed. R. Civ. P. 23(a) and (b). Accordingly, the Court preliminarily approves all terms of the Settlement and all of its Exhibits.

7. The Court conditionally modifies the class definitions in its Class Certification Order (ECF No. 170) to include the following Settlement Classes:

All persons or entities who purchased one or more of the Class Vehicles from a GM-authorized dealership in California from March 1, 2010 to the date of the Court-ordered settlement notice.

All persons or entities who purchased one or more of the Class Vehicles from a GM-authorized dealership in Florida from March 1, 2010, to the date of the Court-ordered settlement notice.

All persons or entities who purchased one or more of the Class Vehicles from a GM-authorized dealership in Illinois from March 1, 2010, to the date of the Court-ordered settlement notice.

All persons who purchased one or more of the Class Vehicles from a GM-authorized dealership in Iowa from March 1, 2010, to the date of the Court-ordered settlement notice.

All persons or entities who purchased one or more of the Class Vehicles from a GM-authorized dealership in New York from March 1, 2010, to the date of the Court-ordered settlement notice.

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All persons or entities who purchased one or more of the Class Vehicles from a GM-authorized dealership in Pennsylvania from March 1, 2010, to the date of the Court-ordered settlement notice.

All persons or entities who purchased one or more of the Class Vehicles from a GM-authorized dealership in Texas from March 1, 2010, to the date of the Court-ordered settlement notice.

Excluded from the Settlement Classes are: GM; any affiliate, parent, or subsidiary of GM; any entity in which GM has a controlling interest; any officer, director, or employee of GM; any successor or assign of GM; and any judge to whom this Action is assigned, his or her spouse; individuals and/or entities who validly and timely opted-out of the previous certified classes or who validly and timely opt out of the settlement; and current or former owners of Class Vehicles that previously released their claims in an individual settlement with GM with respect to the issues raised the Action.

8. The Court has reviewed and finds that the content of the proposed forms of Notice attached as Exhibits B and C to the Settlement Agreement, which are to be displayed, along with the Settlement Agreement and its Exhibits, on the Settlement Website, satisfy the requirements of Fed. R. Civ. P. 23(c)(2), Fed. R. Civ. P. 23(e)(1), and Due Process and accordingly approves the Notice and Claim Form.

9. The Court further approves the proposed methods for giving notice of the Settlement to members of the Settlement Class, as reflected in the Settlement Agreement. The Court has reviewed the plan for distributing Notice to the Settlement

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Class and finds that Settlement Class Members will receive the best notice practicable under the circumstances. The Court specifically approves the Parties’ proposal that on an agreed upon date with the Settlement Administrator, but in no event more than sixty (60) days after entry of the Preliminary Approval Order, the Settlement Administrator shall provide by direct U.S. mail, and by email, to all reasonably identifiable Class Members, each of the following: (i) the Long Form Notice; (ii) a Settlement Fund Claim Form; and (iii) a Reimbursement Program Claim Form. The Court specifically approves the procedures set forth in the Settlement Agreement for identifying Settlement Class Members and notifying Settlement Class Members whose initial mailings are returned undeliverable. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy the requirements of Fed. R. Civ. P. 23(c)(2) and Fed. R. Civ. P. 23(e)(1) and Due Process.

10. The Court directs that pursuant to Fed. R. Civ. P. 23(e)(2), a Fairness Hearing will be held on [REDACTED] [at least 185 days after entry of Preliminary Approval Order], to consider final approval of the Settlement (the “Fairness Hearing” or “Final Approval Hearing”) including, but not limited to, the following issues: (1) to determine whether to grant final approval to the Settlement Agreement; (2) to rule on Settlement Class Counsel’s request for an award of attorneys’ fees and reimbursement of costs and for Service Awards to Class

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Representatives; and (3) to consider whether to enter the Final Approval Order. The Fairness Hearing may be adjourned by the Court and the Court may address matters set out above, including final approval of the Settlement, without further notice to the Settlement Class other than notice that may be posted at the Court and on the Court’s and Settlement Claims Administrator’s websites.

11. The Court directs that no later than fourteen (14) days prior to the Fairness Hearing, Class Counsel shall file all memoranda, including affidavits, declarations, and other evidence in support of the request for final approval of the Settlement; Class Counsel’s request for approval of attorneys’ fees, costs, and reimbursement of expenses; and the request for Service Awards to the individual Named Plaintiffs. The Court further directs that no later than seven (7) days prior to the Fairness Hearing, Settlement Class Counsel shall file any supplemental memoranda addressing any objections and/or opt-outs.

12. Persons wishing to object to the proposed Settlement and/or be heard at the Fairness Hearing shall follow the following procedure:

(a) To object, a member of the Settlement Class, individually or through counsel, must file a written objection with the Court, and must also serve a copy thereof upon the following, postmarked no later than days after the Notice Date:

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Counsel for Plaintiffs:

Jerrold C. Patterson
HAGENS BERMAN SOBOL SHAPIRO, LLP
1301 Second Avenue
Suite 200
Seattle, WA 98101

Lauren Akers
HILLIARD LAW
719 S. Shoreline Blvd.
Corpus Christi, TX 78401

Counsel for GM:

April N. Ross
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004

(b) Any objecting Settlement Class Member must include with his or her objection:

- i. The case name and number, *Mark Chapman, et al. v. General Motors LLC*, 2:19-CV-12333 (E.D. Mich.);
- ii. The objecting Settlement Class Member's full name, current address, and current telephone number;
- iii. The model, model year and VIN of his/her/its Class Vehicle(s);
- iv. The name and location of the GM-authorized dealership at which the Class Vehicle was purchased;

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- v. A statement of the objection(s), including all factual and legal grounds for the position;
- vi. Copies of any documents the objector wishes to submit in support;
- vii. The name and address of the attorney(s), if any, who is representing the objecting Settlement Class Member in making the objection or who may be entitled to compensation in connection with the objection;
- viii. A statement of whether the Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel;
- ix. The identity of all counsel (if any) who will appear on behalf of the objecting Class Member and all persons (if any) who will be called to testify in support of the objection;
- x. The signature of the Class Member objecting, in addition to the signature of any attorney representing the objecting Class Member in connection with the objection; and
- xi. The date of the objection.

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In addition, any Class Member objecting to the Settlement shall provide 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. If the Class Member or his or her counsel has not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection.

(c) Subject to the approval of the Court, any objecting Settlement Class Member may appear, personally or by counsel, at the Fairness Hearing to explain why the proposed settlement should not be approved as fair, reasonable, and adequate, or to object to any motion for Class Counsel Fees and Expenses or incentive awards. Any Settlement Class Member who does not provide a notice of intention to appear at the hearing in accordance with the deadlines and other specifications set forth in the Settlement Agreement and Notice, or who has not filed an objection in accordance with the deadlines and other specifications set forth in the Settlement Agreement and the Notice, may be deemed to have waived any objections to the Settlement and any adjudication or review of the Settlement, by appeal or otherwise.

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(d) Any Class Member who does not make his, her, or its objection in the manner provided herein shall be deemed to have waived his, her, or its right to object to any aspect of the proposed Settlement and/or Class Counsel’s motion for attorneys’ fees and reimbursement of litigation expenses. Such Class Member shall forever be barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, or the requested attorneys’ fees and litigation expenses, and otherwise from being heard concerning the Settlement, or the attorneys’ fees and expenses request in this or any other proceeding.

(e) 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.

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13. The Court appoints JND Legal Administration as the Settlement Administrator. The Parties are hereby authorized to retain the Settlement Administrator to supervise and administer the Notice procedure as well as the processing of Claims.

14. All Settlement Class Members shall have the right to opt out of the Settlement Class at any time during the opt-out period. The opt-out period shall run for [REDACTED] days from the Notice Date. Any Settlement Class Member who elects to opt out of the Settlement Class (i) shall not be bound by any orders or judgments entered in this Action; (ii) shall not be entitled to relief under, or be affected by, the Settlement Agreement; (iii) shall not gain any rights by virtue of this Settlement Agreement; and (iv) shall not be entitled to object to any aspect of this Settlement Agreement. Any Settlement Class Member who wishes to opt out of the Settlement Class may do so by submitting a request for exclusion (“Request for Exclusion”) to the Settlement Claims Administrator as provided in the Notice. To be effective, the Request for Exclusion must be sent via first-class U.S. mail to the specified address and shall state:

- i. The Settlement Class Member’s full name and current address;

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- ii. The model, model year, and Vehicle Identification (“VIN”) of his/her/its Class Vehicle(s) and the dealership name and approximate date(s) of purchase; and
- iii. His/her/its desire to be excluded from the Settlement and from the Settlement Class.

Any Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement. The Settlement Administrator shall report the names of all Class Members who have submitted a Request for Exclusion to the Parties on a weekly basis, beginning thirty (30) days after the Notice Date. The Settlement Administrator shall also report a final tabulation of the names and addresses of such entities and natural persons to the Court and to Class Counsel no less than seven (7) days before the Fairness Hearing.

15. Any member of the Settlement Class failing to properly and timely mail such a written Request for Exclusion shall be automatically included in the Settlement Class and shall be bound by all of the terms and provisions of the Settlement Agreement.

16. Upon Final Approval of the Settlement, all Settlement Class Members who do not timely and properly opt out of the Settlement shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully and completely

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released, acquitted and discharged the Released Parties from all Released Claims as set forth in the Settlement Agreement, and the Action with respect to Settlement Class Members will be deemed dismissed with prejudice.

17. In the event that the Settlement Agreement is not finally approved, this Preliminary Approval Order shall be rendered null and shall be vacated, and all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement. If the Settlement Agreement is not finally approved, GM and any other Releasees shall have retained any and all of their current defenses and arguments thereto (including but not limited to arguments that the requirements of Fed. R. Civ. P. 23(a) and (b)(3) are not satisfied for purposes of continued litigation). This Action shall thereupon revert immediately to its procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed.

18. The Court shall retain continuing jurisdiction over the Action, the Parties and the Settlement Class, and the administration, enforcement, and interpretation of the Settlement. Any unresolved disputes or controversies arising with respect to the Settlement shall be presented by motion to the Court, provided however, that nothing in this paragraph shall restrict the ability of the Parties to exercise their rights as described above.

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19. Pending final determination of the Settlement Agreement, all proceedings in this Action other than settlement approval proceedings shall be stayed.

IT IS SO ORDERED.

Dated: _____, 2024

/s/ _____
The Honorable Terrence G. Berg
United States District Judge