

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

RAUL SIQUEIROS, et al.,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

Case No.: 16-cv-07244-EMC

Hon. Edward M. Chen

CLASS ACTION SETTLEMENT AGREEMENT

TABLE OF CONTENTS

| | | |
|-------|--|----|
| I. | RECITALS..... | 1 |
| II. | DEFINITIONS..... | 4 |
| III. | SETTLEMENT CONSIDERATION | 12 |
| IV. | ALLOCATION AND DISTRIBUTION OF SETTLEMENT PAYMENTS TO CLASS MEMBERS | 14 |
| V. | DUTIES OF THE SETTLEMENT ADMINISTRATOR..... | 16 |
| VI. | SETTLEMENT OVERSIGHT | 18 |
| VII. | QUALIFIED SETTLEMENT FUND..... | 18 |
| VIII. | NOTICE TO THE CLASS | 20 |
| IX. | ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE SERVICE PAYMENTS | 24 |
| X. | MUTUAL RELEASE..... | 25 |
| XI. | SETTLEMENT APPROVAL PROCESS | 27 |
| XII. | OBJECTIONS..... | 30 |
| XIII. | MISCELLANEOUS | 32 |

TABLE OF EXHIBITS

| <u>Document</u> | <u>Exhibit Number</u> |
|---|------------------------------|
| Preliminary Approval Order..... | 1 |
| Notice Plan..... | 2 |
| Long Form Notice..... | 3 |
| Direct Payment Notice..... | 4 |
| North Carolina Identification Notice..... | 5 |
| Plan of Allocation..... | 6 |
| Final Approval Order..... | 7 |
| Final Judgment..... | 8 |

This Class Action Settlement Agreement (“Settlement Agreement”) is made and entered into by and among Plaintiffs Garret Tarvin, Gabriel Del Valle, and William Davis, Jr. (“Class Plaintiffs”), individually and on behalf of the Classes (defined below), and General Motors LLC (“GM”), subject to the approval of the Court.

I. RECITALS

A. Plaintiffs commenced this Action on December 19, 2016, alleging that GM designed, manufactured, distributed, and marketed certain model year 2011-2014 GMC and Chevrolet trucks and SUVs equipped with LC9 Generation IV 5.3L V8 Vortec engines manufactured on or after February 10, 2011 (the “Class Vehicles”) that contain allegedly defective piston rings that are alleged to wear prematurely leading to excess oil consumption (the alleged “Oil Consumption Defect”). The operative complaint is the Eighth Amended Class Action Complaint, ECF No. 412 (“Complaint”), filed on July 13, 2022.

B. In 2020-2021, the Court certified three statewide classes in this Action (the “Certified Classes”). On April 23, 2020, the Court certified statewide classes for all current owners or lessees of a Class Vehicle that was purchased or leased in the State of California (the “California Class”) or in the State of North Carolina (the “North Carolina Class”). On September 14, 2020, the Court modified the California Class definition to limit it to owners who purchased new vehicles. On May 25, 2021, the Court certified a statewide class of all current owners or lessees of a Class Vehicle that was purchased or leased in the State of Idaho (the “Idaho Class”). On August 2, 2021, the Court modified the Idaho Class definition to limit it to current owners or lessees of a Class Vehicle that was purchased or leased from a GM-authorized dealer.

C. The certified class claims of the Certified Classes proceeded to jury trial from September 19, 2022 through October 4, 2022, with the jury returning a verdict in the amount of \$2,700 per class member in favor of Class Plaintiffs and the other members of the Certified

Classes. On June 8, 2023, the Court denied GM's motions for judgment as a matter of law and for decertification and granted Plaintiffs' motion for clarify the definitions of the Certified Classes, clarifying that the Certified Classes include all current owners or lessees "as of May 23, 2022," the date of class notice. The Court has not yet entered judgment on the jury's verdict. GM has indicated that upon entry of judgment, it intends to appeal to the United States Court of Appeals for the Ninth Circuit.

D. GM denies it is liable to Class Plaintiffs or the Classes on the certified claims and specifically denies that the Class Vehicles are defective or that GM knowingly sold vehicles with engine defects or defective piston rings. Class Plaintiffs, in turn, submit the jury verdict is valid and that their claims are well-founded in fact and law, and have merit.

E. Following the Court's ruling on the Parties' post-trial motions, counsel for the Parties met and conferred to explore the potential for an agreed resolution of this Action. The Parties engaged in arm's-length settlement negotiations over a period of approximately four months, and, on January 22, 2025, participated in an all-day in-person mediation with Antonio Piazza of Mediated Negotiations, Inc.

F. The Parties endeavored through mediation to reach a resolution of this Action together with four Related Actions pending against GM, namely, *Hampton v. General Motors LLC*, No. 6:21-cv-00250-RAW (E.D. Okla.), in which a class was certified, and *Vita v. General Motors LLC*, 2:20-cv-01032 (E.D.N.Y.); *Airko, Inc. v. General Motors LLC*, No. 1:20-cv-02638 (N.D. Ohio); and *Riddell v. General Motors LLC*, No. 1:20-cv-00254, three proposed class actions in which no class has yet been certified..

G. After carefully considering the facts and applicable law and the risks, expense, and uncertainty of continued litigation, and after having engaged in extensive arm's-length

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 Class Plaintiffs and the Class Members on fair, reasonable, and adequate terms as set forth in this Settlement Agreement.

H. As part of the mediation, the parties in the Related Actions have also agreed to resolve all remaining claims in those actions.

I. 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, or as any lack of validity of any claims asserted by Class Plaintiffs, which Class Plaintiffs state were brought in good faith.

J. The Parties are entering into this Settlement Agreement to avoid the risks, burdens, and expense of continued litigation.

K. 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;

L. Further, Class Plaintiffs, through their counsel, have thorough knowledge of the facts and legal principles at issue in this Action, and taking into account the substantial benefits to be received by the Classes under this Settlement Agreement, have concluded that a resolution of this Action on the terms set forth herein is fair, reasonable, adequate, and in the best interests of Class Plaintiffs and the other Class Members, and treats Class Members fairly and equitably in relation to one another.

M. 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 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

A. 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 *Raul Siqueiros, et al. v. General Motors LLC*, No. 3:16-CV-07244-EMC (N.D. Cal.).

2.2 “Attorneys’ Fees and Expenses” means such amounts as may be approved and awarded by the Court to Class Counsel to compensate for their fees and expenses in this Action, as described in Section IX, below, to be paid from the Settlement Fund.

2.3 “CAFA Notice” means the notice to be sent by GM to appropriate federal and state officials pursuant to the requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) (“CAFA”), within ten (10) business days after the submission of this Settlement Agreement to the Court. Copies of the served CAFA Notices shall be provided to Class Counsel within three (3) business days of service.

2.4 “Classes” means:

All current owners or lessees of a Class Vehicle that was purchased or leased in new condition in the State of California as of May 23, 2022 (the “California Class”).

All current owners or lessees of a Class Vehicle that was purchased or leased from a GM-authorized dealer in the State of Idaho as of May 23, 2022 (the “Idaho Class”).

All current owners or lessees of a Class Vehicle that was purchased or leased in the State of North Carolina as of May 23, 2022 (the “North Carolina Class”).

Excluded from the 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, and his or her spouse; individuals and/or entities who validly and timely opted-out of the previously certified classes following the Notice of Pendency of Class Action issued in this litigation on or about May 23, 2022; and current or former owners of a Class Vehicle who previously released claims in an individual settlement with GM that would otherwise be covered by the Release in this Action.

2.5 “Class Counsel” means Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., and DiCello Levitt LLP.

2.6 “Class Member” means any members of the Classes.

2.7 “Class Notice” means the content and methods for notifying Class Members of the Settlement as described in Section VIII, below, and in the Notice Plan attached hereto as Exhibit 2.

2.8 “Class Plaintiffs” means Garet Tarvin, Gabriel Del Valle, and William Davis, Jr., who were appointed by the Court as the representatives for the California Class, Idaho Class, and North Carolina Class, respectively.

2.9 “Class Vehicle” means 2011-2014 Chevrolet Avalanche, Silverado, Suburban, and Tahoe, and 2011-2014 GMC Sierra, Yukon, and Yukon XL trucks and SUVs with Generation IV Vortec 5300 LC9 engines manufactured on or after February 10, 2011. Any vehicle that has already received adequate piston replacement (*i.e.*, upgraded piston rings) under warranty and at no cost is excluded from the definition of Class Vehicle.

2.10 “Complaint” means the Eighth Amended Class Action Complaint in this Action, ECF No. 412, filed in this Court on July 13, 2022.

2.11 “Court” means the United States District Court for the Northern District of California.

2.12 “Direct Payment Notice” means the legal notice summarizing the terms of the Settlement and setting forth important Settlement deadlines that shall be sent to Class Members as provided in Section VIII, below. Direct Payment Notice shall be sent to Class Members by U.S. Mail and by email, where an email address is available. A proposed form of the Direct Payment Notice is attached as Exhibit 4 hereto.

2.13 “Final Approval Date” means the date on which the Court enters the Final Approval Order and Judgment.

2.14 “Final Approval Hearing” means the hearing to be scheduled by the Court to consider the fairness, reasonableness, and adequacy of this Settlement Agreement under Rule 23 of the Federal Rules of Civil Procedure, whether to award Attorneys’ Fees and Expenses and Service Awards, and to determine whether a Final Approval Order and Judgment should be entered.

2.15 “Final Approval Order” means the Court’s order to be entered by the Court approving this Settlement Agreement and awarding any Attorneys’ Fees and Expenses and Service Awards. A proposed form of the Final Approval Order is attached hereto as Exhibit 7.

2.16 “Final Effective Date” means the latest date on which the Final Approval Order and/or Judgment approving this Settlement Agreement becomes final. For purposes of this Settlement Agreement, the “Final Effective Date” shall be the first business day after the date on which the time to appeal from the Final Approval Order and Judgment has expired in this Action and the time to appeal from the Final Approval Order and judgment in the *Hampton* Action has expired. If any appeal has been taken from either the Final Approval Order and Judgment in this

Action or the Final Approval Order and judgement in the *Hampton* Action, the Final Effective Date shall be the first business day after the date on which all appeals have been finally disposed of in a manner that affirms the judgment approving the settlement(s). Subject to Court approval, if Class Counsel and GM agree in writing, for purposes of fulfilling the terms of the Settlement Agreement, the “Final Effective Date” can occur on any other agreed date. For clarity, neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

2.17 “GM” means General Motors LLC.

2.18 “GM’s Counsel” means Morgan, Lewis & Bockius, LLP; Kirkland & Ellis LLP; and Quinn Emanuel Urquhart & Sullivan LLP, who are the attorneys of record representing GM.

2.19 “*Hampton* Action” means the class action lawsuit captioned *Durwin Hampton v. General Motors LLC*, No. 6:21-cv-00250-RAW (E.D. Okla.).

2.20 “Judgment” means the judgment to be entered by the Court dismissing the Action with prejudice with respect to Class Plaintiffs and the Classes. A proposed form of the Judgment is attached hereto as Exhibit 8.

2.21 “Long Form Notice” means the Long Form Notice substantially in the form attached hereto as Exhibit 3 that shall be available to Class Members on the designated Settlement Website (www.GMenginelitigation.com) as provided in Section VIII, below.

2.22 “Net Settlement Fund” means the Settlement Fund, plus any interest or investment income earned on the Settlement Fund, less any (a) Attorneys’ Fees and Expenses; (b) Service Awards; (c) Taxes; and (d) Settlement Administration Expenses.

2.23 “North Carolina Identification Notice” means the legal notice summarizing the terms of the Settlement and setting forth important Settlement deadlines that shall be sent to

unverified North Carolina Class Members as provided in Section VIII, below. North Carolina Identification Notice shall be sent to unverified North Carolina Class Members by U.S. Mail and by email, where an email address is available. A proposed form of the North Carolina Identification Notice is attached as Exhibit 5 hereto.

2.24 “North Carolina Class Member Identification Form” means the form that will be sent by mail, email (where an email address is available), and text message (where a phone number is available) to those owners of a Class Vehicle that the current or previous owner (but not both) registered in North Carolina, asking whether they owned the Class Vehicle as of May 23, 2022 and whether it was purchased in North Carolina to confirm whether they are a North Carolina Class Member. A proposed form of the North Carolina Class Member Identification Form is attached hereto as Exhibit 5.

2.25 “Notice Date” means the date by which the Settlement Administrator completes the mailing of a copy of the Class Notice by first class mail, postage prepaid, and by email as appropriate, to each Class Member after first running the addresses of the Class Members through the National Change of Address database. The Notice Date shall occur as soon as reasonably practicable but no later than thirty (30) days after the Court enters the Preliminary Approval Order.

2.26 “Notice Plan” means the notice plan attached hereto as Exhibit 2 and the plans and methods set forth in Section VIII, below.

2.27 “Oil Consumption Defect” refers to Class Plaintiffs’ allegation that the Class Vehicles contain defective piston rings that wear prematurely, which can cause excessive oil consumption and engine damage.

2.28 “Parties” means Class Plaintiffs and GM. Class Plaintiffs and GM are individually referred to herein as a “Party.”

2.29 “Plan of Allocation” means the plan of allocating the Net Settlement Fund to Class Members, as approved by the Court.

2.30 “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the Settlement as outlined in Section XI, below, and to be substantially consistent with this Settlement Agreement and without material alteration from the proposed form attached hereto as Exhibit 1.

2.31 “Related Actions” means the certified *Hampton* Action and the following uncertified actions: *Vita v. General Motors LLC*, 2:20-cv-01032 (E.D.N.Y.); *Airko, Inc. v. General Motors LLC*, No. 1:20-cv-02638 (N.D. Ohio); and *Riddell v. General Motors LLC*, No. 1:20-cv-00254 (E.D. Mo.).

2.32 “Released Claims” means the claims released as set forth in Section X, below.

2.33 “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, 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.

2.34 “Service Awards” means the amount of remuneration to be paid to the Class Plaintiffs to compensate them for their efforts on behalf of the Class, in an amount to be approved and ordered by the Court, as set forth in Section IX, below.

2.35 “Settlement” means the settlement embodied in this Settlement Agreement.

2.36 “Settlement Administrator” means Eisner Advisory Group, LLC (“EAG”), agreed to by the Parties and submitted to the Court for appointment to implement the Notice Plan, administer the Settlement, and disburse Settlement Payments pursuant to this Settlement Agreement.

2.37 “Settlement Administration Expenses” means the reasonable fees and costs incurred by the Settlement Administrator relating to this Settlement, including the costs of implementing the Notice Plan and the costs of administering and processing Settlement Payments, that are invoiced and approved by Class Counsel.

2.38 “Settlement Agreement” means this Settlement Agreement and its Exhibits, which are incorporated herein, including any subsequent amendments and subsequent exhibits that are agreed to by the Parties and approved by the Court.

2.39 “Settlement Amount” means a cash settlement amount of One Hundred and Fifty Million Dollars (\$150,000,000.00) that will be paid by GM pursuant to Section III, below.

2.40 “Settlement Fund” means the non-reversionary cash fund holding the Settlement Amount, plus any interest accrued thereon.

2.41 “Settlement Fund Account” means the account designated and controlled by the Settlement Fund Agent at one or more national banking institutions into which the Settlement

Amount will be deposited, held, invested, administered and disbursed for the benefit of Class Members by no later than the dates specified in Section III.

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

2.43 “Settlement Payments” means the payments that will be sent to Class Members, in the form of a physical check, to be paid from the Net Settlement Fund.

2.44 “Settlement Website” shall mean the website created and maintained by the Settlement Administrator to provide information about the Settlement, including a summary of the Settlement and deadlines, and which will contain, among other things, the Long Form Notice, the North Carolina Class Member Notice and Identification Form, and documents related to the Settlement, available at <https://www.gmenginelitigation.com>.

2.45 “Taxes” means (i) any and all applicable taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund; (ii) any other taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities and costs incurred in connection with the taxation of the Settlement Fund.

B. Other capitalized terms used in this Settlement Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

C. The terms “he or she” and “his or her” include “them,” “they,” “their,” “it,” or “its,” where applicable.

III. SETTLEMENT CONSIDERATION

In consideration for the Settlement, entry of judgment, and dismissal, and for the mutual release provided herein, GM agrees as follows:

3.1 Payment of the Settlement Amount. GM agrees to pay the non-reversionary cash Settlement Amount of One Hundred Fifty Million Dollars (\$150,000,000.00) into the Settlement Fund to be distributed in accordance with this Settlement Agreement. After paying the Settlement Amount into the Settlement Fund, 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 and Expenses. Any Attorneys’ Fees and Expenses, or other costs, expenses, or fees, awarded by the Court or incurred by the Settlement Administrator shall be paid from the Settlement Fund.

3.2 Timing of Deposit of the Settlement Amount Deposit in the Settlement Fund. Within fifteen (15) business days following entry of the Court’s Preliminary Approval Order and receipt of wiring instructions, GM shall deposit one percent of the Settlement Amount (One Million Five-Hundred-Thousand Dollars (\$1,500,000)) into the Settlement Fund Account. Within fifteen (15) business days following the Final Effective Date, GM shall deposit the balance of the Settlement Amount (One Hundred Forty-Eight Million Five-Hundred Thousand Dollars (\$148,500,000)) into the Settlement Fund Account.

3.3 Settlement Fund. The Settlement Amount shall be placed in a non-reversionary common fund at a financial institution approved by Class Counsel and GM and, pursuant to

Section VII, below, the Settlement Fund shall be established and maintained by the Settlement Administrator as a qualified settlement fund for federal tax purposes pursuant to Treas. Reg. § 1.468 B-1, *et seq.* The Settlement Administrator shall be responsible for all administrative, accounting, and tax compliance activities in connection with the Settlement Fund.

3.4 Use of the Settlement Fund. As described in this Settlement Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) all Settlement Administration Expenses; (ii) any Taxes; (iii) any Service Awards; (iv) any Attorneys' Fees and Expenses approved and awarded by the Court; and (v) Settlement Payments, as provided in Section IV, below, and as approved by the Court.

3.5 Non-Reversionary Settlement. This Settlement shall be non-reversionary, meaning that no part of the Settlement Amount will revert to GM except in the event that the Settlement Agreement is not approved by the Court, is terminated, or otherwise fails to become effective. If there are any funds remaining in the Settlement Fund after all Class Members receive direct Settlement Payments, the remaining funds shall be distributed to Class Members on a *pro rata* basis if economically feasible, as set forth in the Plan of Allocation. If the Settlement Administrator determines it is not economically feasible to distribute remaining funds to Class Members, the remaining funds shall be distributed consistent with the Plan of Allocation.

3.6 Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless: (i) expressly authorized by this Settlement Agreement, or (ii) approved by the Court. Notwithstanding the above, Class Counsel may authorize the periodic payment of actual Settlement Administration Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court; provided, however, that prior to the Final Effective Date, Class Counsel may not authorize the payment of Settlement Administration Expenses in excess of

\$500,000.00. The Settlement Administrator shall provide monthly reports to the Parties of all expenses, and GM retains reasonable audit rights.

3.7 Use of Settlement Funds Prior to the Final Effective Date. Prior to the Effective Date, the only monies that may be distributed from the Settlement Fund are Settlement Administration Expenses actually incurred by the Settlement Administrator and approved by Class Counsel, up to a total of \$500,000.00, without further order of the Court.

3.8 Administration and Distribution of the Settlement Fund After the Final Effective Date. The allocation of the Settlement Fund shall be based on a methodology set forth in a Plan of Allocation established by Class Counsel and approved by the Court. The Settlement Administrator, subject to such supervision and direction of the Court and Class Counsel as may be necessary or as circumstances may require, shall administer and oversee distribution of the Net Settlement Fund to Class Members pursuant to this Settlement Agreement.

3.9 Termination. In the event the Settlement Agreement is not approved by the Court, terminated, or otherwise fails to become effective, the Settlement Amount shall be refunded to GM plus interest earned (net of any taxes paid on such interest), and net of all necessary and reasonable Settlement Administration Expenses incurred.

IV. ALLOCATION AND DISTRIBUTION OF SETTLEMENT PAYMENTS TO CLASS MEMBERS

4.1 All identifiable Class Members shall be entitled to a direct Settlement Payment from the Net Settlement Fund in an amount to be calculated in accordance with the Plan of Allocation approved by the Court.

4.2 No later than thirty (30) days after the Final Effective Date, the Settlement Administrator shall calculate the amount of Settlement Payments due to all identifiable Class Members pursuant to the Plan of Allocation.

4.3 There are a number of Class Vehicles that have been registered in North Carolina by the current or previous owner (but not both), and where it is unclear who owned the Class Vehicle as of May 23, 2022 or whether it was purchased in North Carolina. The owners of such Class Vehicles must verify their Class Member status to receive a direct payment. To receive a Settlement Payment, these North Carolina Class Members must submit a North Carolina Class Identification Form to the Settlement Administrator by mail or electronically on the Settlement Website, which will be included in the notices delivered to this portion of North Carolina Class members.

4.4 All Settlement Payments shall be in the form of a physical check and shall be sent directly to Class Members by mail.

4.5 Each Settlement Payment check issued to a Class Member will state on the face of the check that it will become null and void unless cashed within ninety (90) days after the date of issuance.

4.6 For any Settlement Payment checks that are uncashed by Class Members after ninety (90) days, the Settlement Administrator shall seek to contact the Class Members with the uncashed checks and, if successful in reaching the Class Member, shall attempt to make the Settlement Payment, including, but not limited to, by reissuing checks. Reissued checks that are not cashed within ninety (90) days after issuance shall become null and void.

4.7 To the extent that a Settlement Payment check issued or reissued to a Class Member is not cashed within ninety (90) days after the date of issuance or reissuance, such funds shall remain in the Settlement Fund for disposition in accordance with this Settlement Agreement.

4.8 The Settlement Administrator shall complete its distribution of Settlement Payments to Class Members as soon as practicable. The Settlement Administrator shall use its

best efforts to complete the distribution of Settlement Payments no later than sixty (60) days after the Final Effective Date.

4.9 After the expiration of six (6) months from the Final Effective Date, if the Net Settlement Fund is not exhausted, Class Counsel will confer with the Settlement Administrator to determine if it is economically feasible to make additional Settlement Payments to Class Members. If so, Class Counsel, in its sole discretion, may recommend that additional Settlement Payments be made to Class Members, subject to Court approval.

V. DUTIES OF THE SETTLEMENT ADMINISTRATOR

5.1 The Settlement Administrator shall administer the relief provided by this Settlement Agreement by providing Notice and processing Settlement Payments in a reasonable, cost-effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. Without limiting the foregoing, the Settlement Administrator shall:

- (a) Effectuate the Notice Plan in accordance with this Settlement Agreement and the Preliminary Approval Order;
- (b) Establish and maintain a Post Office Box for correspondence from Class Members;
- (c) Establish and maintain the Settlement Website that, among other things, will allow Class Members to submit North Carolina Identification Forms electronically;
- (d) Establish and maintain a toll-free telephone line for Class Members to call with Settlement-related inquiries;
- (e) Respond to any mailed or emailed Class Member inquiries;

- (f) In advance of the Final Approval Hearing, prepare affidavits to submit to the Court that attest to implementation of the Notice Plan in accordance with the Preliminary Approval Order;
- (g) Calculate Settlement Payments to Class Members in accordance with the Plan of Allocation;
- (h) Distribute the Settlement Fund in accordance with the terms and conditions of this Settlement Agreement and the Court-approved Plan of Allocation;
- (i) Provide monthly reports and a final report to Class Counsel and GM's Counsel that summarize the number of Settlement Payments disbursed since the prior reporting period, the total number of Settlement Payments disbursed to date with the Settlement Payment amounts, the number of Settlement Payment checks that are uncashed, reissued, or otherwise not deposited since the prior reporting period, the total number of Settlement Payment checks that are uncashed, reissued, or otherwise not deposited to date with the Settlement Payment amounts, and other pertinent information as requested by Class Counsel; and
- (j) Maintain reasonably detailed records of its activities under this Settlement Agreement, which shall be available to Class Counsel, upon request.

5.2 The Settlement Administrator shall maintain staffing sufficient to perform all duties delegated to the Settlement Administrator in this Settlement Agreement and shall appoint a designated staff member to act as liaison with Class Counsel and GM's Counsel.

5.3 GM shall provide reasonable cooperation, as needed, in connection with claims administration, including providing data and answers to data questions. The Parties shall work

with the Settlement Administrator in good faith to provide information the Settlement Administrator reasonably believes is necessary to (i) disburse Settlement Payments, (ii) calculate Settlement Payments to Class Members, and (iii) make determinations on whether objectors are Class Members.

5.4 If the Settlement Administrator makes a material or fraudulent misrepresentation to any Party, conceals requested material information, or fails to perform adequately on behalf of the Class, the matter shall be referred to the Court for resolution.

VI. SETTLEMENT OVERSIGHT

6.1 The implementation of this Settlement Agreement, including the administration of the Settlement and distribution of Settlement Payments, shall be overseen by Class Counsel. GM shall have no liability or responsibility whatsoever for any payment beyond the Settlement Fund Amount.

VII. QUALIFIED SETTLEMENT FUND

7.1 The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible.

7.2 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 the Settlement Administrator 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 qualified settlement fund (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 qualified settlement fund 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 shall be paid solely out of the Settlement Fund. In all events, the Parties 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.

7.3 All costs associated with and all Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered to be Administration Expenses, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties 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.

7.4 All funds held in the Settlement Fund shall be deemed and considered to be *in custodia legis* of the Court, until such time as such funds shall be distributed pursuant to this Settlement Agreement and/or further order(s) of the Court.

7.5 Any funds in the Settlement Fund account in excess of \$250,000.00 shall be invested 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. 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 the Parties.

7.6 After the Final Effective Date, the Settlement Fund shall be allocated to Class Members in accordance with the Court-approved Plan of Allocation and shall be distributed by the Settlement Administrator to the Class Members, as set forth in Section IV, above.

7.7 Plaintiffs, Class Members, and Class Counsel represent, warrant, and agree that GM has no obligation whatsoever under this Settlement Agreement to make any Settlement Payments or to pay any Attorneys' Fees and Expenses, cost, or expense payments to anyone except to establish the Settlement Fund as specified in Section III, above, and that any Attorneys' Fees and Expenses or costs awarded by the Court or incurred in the administration of this Settlement shall be paid solely out of the Settlement Fund and not by GM.

VIII. NOTICE TO THE CLASS

A. CAFA Notice.

8.1 In compliance with the Attorney General Notification provision of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, GM, through the Settlement Administrator, shall send the CAFA Notice, together with the Settlement and its Exhibits, to the Attorney General of the United States, and the attorneys general of each state or territory in which a Class Member resides. GM shall bear all costs associated with effecting CAFA Notice.

B. Notice Deadline.

8.2 No later than the Notice Date, the Settlement Administrator shall cause notice to the Class to be disseminated by U.S. mail, email (where an email address is available), the dedicated Settlement Website (<https://www.gmenginelitigation.com>), and any other means the Settlement Administrator deems necessary and reasonable to effect notice.

C. Individual Class Notice Methods.

8.3 Class Notice will be accomplished through a combination of Direct Notice, notice through the Settlement Website, Long Form Notice, Email Notice, Text Message Notice, and such other notice as Class Counsel or the Settlement Administrator believe is required by Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, and all other applicable statutes, laws and rules, including those described below, as well as those in the Preliminary Approval Order, the Notice Plan (attached hereto as Exhibit 2), and this Settlement Agreement.

8.4 Within thirty (30) 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 (or other means the Settlement Administrator deems reasonable and necessary to effect notice), a copy of the Class Notice, which will summarize the terms of the Settlement, advise Class Members of important Settlement deadlines, and direct Class Members to the Settlement Website containing: (i) the Long Form Notice; (ii) important documents related to this Action and Settlement; and (iii) a North Carolina Class Identification Form (where applicable).

8.5 The Class Notices shall inform the Classes of their rights as follows:

- (a) Direct Payment Notice to the California and Idaho Classes shall inform Class Members of their right to object to the Settlement and will inform them that they are not required to take further action to receive a Settlement Payment under this Settlement, unless they previously excluded themselves from the Class.
- (b) Direct Payment Notice to North Carolina Class Members, where the vehicle was a single owner vehicle or purchased Certified Pre-Owned from the list of VINs provided by GM or the prior owner was registered in North Carolina and the current owner was registered in North Carolina, shall inform Class Members of their right to object to the Settlement and will inform them that they are not required to take further action to receive a Settlement Payment, unless they previously excluded themselves from the Class.

- (c) North Carolina Identification Notice to North Carolina Class Members, where the current or previous owner (but not both) registered a Class Vehicle in North Carolina, shall direct potential Class Members to complete the North Carolina Class Member Identification Form to determine whether they are eligible to participate in this Settlement, and of their right to object to the Settlement if they are eligible members of the North Carolina Class.

8.6 For purposes of identifying the requisite 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 the Settlement Administrator, or a similar third-party entity, who shall be authorized to use that information to obtain the names and most current addresses of 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.

8.7 Prior to mailing Direct 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 Class Vehicle owners. For each Class Notice that is returned as undeliverable, the Settlement Administrator shall use its best efforts to obtain a deliverable address.

8.8 The Settlement Administrator shall provide email notice to all Class Members for which an email address is available, including a hyperlink to the dedicated Settlement Website discussed below and electronic versions of the Direct Payment Notice, Long Form Notice, North Carolina Identification Notice, and the North Carolina Class Identification Form (where applicable) following the Court granting preliminary approval of this Settlement.

8.9 The Settlement Administrator shall maintain a dedicated Settlement Website which will contain: (i) a landing page with a summary of the Settlement and important Settlement deadlines; (ii) the Long Form Notice; (iii) the Direct Payment Notice; (iv) the North Carolina

Identification Notice; (v) the North Carolina Class Member Identification Form; (vi) a portal for North Carolina Class Members to submit their North Carolina Class Member Identification Forms electronically; (vii) instructions on how to contact the Settlement Administrator for assistance; (viii) any orders issued in this Action approving or disapproving of the proposed settlement; and (ix) 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 Settlement Payments have been issued and the time to cash any Settlement Payment checks has passed. The Settlement Administrator will notify the Parties in writing to request approval before deactivating the Settlement Website.

8.10 The Settlement Administrator shall maintain a dedicated toll-free telephone number for Class Members to call and obtain essential information and responses to frequently asked questions pertaining to the Settlement. The telephone number shall be listed on the Direct Payment Notice, Long Form Notice, North Carolina Identification Notice, the North Carolina Class Member Identification Form, and the dedicated Settlement Website.

8.11 The Settlement Administrator shall maintain a dedicated Post Office Box to receive Class Member correspondence and North Carolina Class Member Identification Forms.

8.12 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 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 Class Notices and the number of Class Members who have responded to the Notices.

IX. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE SERVICE PAYMENTS

9.1 Prior to the Final Approval Hearing, Class Counsel will file a motion for an award of Attorneys' Fees and Expenses and Service Awards. The Parties agree that Class Counsel may apply to the Court for an award of reasonable Attorneys' Fees and Expenses, up to, but not to exceed, Thirty-Eight percent (38%) of the Settlement Fund. GM will not oppose Class Counsel's application for Attorneys' Fees and Expenses up to and not exceeding the above amounts. Each party shall have the right of appeal to the extent the award is inconsistent with this Agreement. The Parties also agree that Class Counsel may apply to the Court for Service Awards to Class Plaintiffs in the amount of Thirty Thousand Dollars (\$30,000) each for their services in this Action.

9.2 Notice to the Class Members will advise them of these planned requests.

9.3 If approved by the Court, the Settlement Fund will pay all Attorneys' Fees and Expenses to Class Counsel and Service Awards to each of Class Plaintiffs within fifteen (15) business days of the Final Effective Date.

9.4 Except through its payment of the Settlement Amount into the Settlement Fund, GM shall not be liable for Attorneys' Fees and Expenses, Service Awards, costs, fees, or any other expenses of any of Class Plaintiffs' or the Classes' 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 this Section.

9.5 No order of the Court or modification or reversal or appeal of any order of the Court concerning the amount of Attorneys' Fees and Expenses awarded to Class Counsel, or the amounts of any Class Representative Service Awards, shall affect whether the Final Order and Judgment are final and shall not constitute grounds for cancellation or termination of the Settlement.

X. MUTUAL RELEASE

10.1 In consideration of the benefits provided to the Class Members by GM as described in this Settlement Agreement, upon the Final Effective Date, Plaintiffs and the Classes irrevocably release, waive, and discharge any and all past, present, and future disputes claims, causes of action, demands, debts, liens, suits, liabilities, obligations, rights of action, damages, costs, attorneys' fees, losses, or remedies of any kind that have been brought or could have been brought, whether known or unknown, existing or potential, or suspected or unsuspected relating to the alleged Oil Consumption Defect in the 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 against Releasees, whether or not specifically named herein, asserted or unasserted, 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 alleged Oil Consumption Defect (the "Released Claims"). 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.”

10.2 The Settlement Agreement and the Mutual Release in Section X do not release claims for (i) death, (ii) personal injury, or (iii) damage to tangible property other than a Class Vehicle. The release effected by this Settlement Agreement is intended to be a specific release and not a general release.

10.3 Class Plaintiffs and 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, as of the Final Effective Date, they 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.

10.4 Notwithstanding the foregoing, the Release does 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 Todd Cralley, Jill Cralley, Raul Siqueiros, Rudy Sanchez, Joshua Byrge, Scott Smith, and John Graziano.

10.5 In consideration for the Settlement Agreement, GM and their past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, successors and assigns shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, released Class Counsel, Class Members, and each Class Plaintiff 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 the Final Effective Date, 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.

10.6 Class Plaintiffs and the Class Members agree never to file, commence, or participate in any future legal proceeding against the Releasees with respect to Released Claims, as defined in this Agreement. This paragraph expressly excludes any action or claim to enforce the terms of this Settlement Agreement.

10.7 This Settlement and the mutual release in this Section do not affect the rights of Class Members who previously timely and properly requested exclusion from the classes certified by the Court, or anyone 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.

10.8 Upon the Final Effective Date, (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 this 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.

XI. SETTLEMENT APPROVAL PROCESS

A. Intention to Complete Settlement.

11.1 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 motion papers.

11.2 If the Preliminary Approval Order or the Final Approval Order and Judgment is not obtained from the Court as contemplated by this Settlement or the Final Effective Date does not occur, this Settlement shall be null and void *ab initio* upon election of any of the Parties and shall have no further force and effect with respect to any of the Parties in this Action; provided, however, that GM shall pay all accrued Settlement Administration Expenses until such time.

B. Preliminary Court Approval.

11.3 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 from the Court a Preliminary Approval Order in a form substantially similar to Exhibit 1.

11.4 The Preliminary Approval Order shall, among other things:

- (a) Preliminarily approve the Settlement Agreement;
- (b) Require the dissemination of the Class Notice and the taking of all necessary and appropriate steps to accomplish this task;
- (c) Require GM to provide to the Settlement Administrator, within seven (7) days of the entry of the Preliminary Approval Order, to the extent it has not already done so, all Class Vehicle VINs to the Settlement Administrator, or a similar third-party entity, who shall be authorized to use that information to obtain the names and most current addresses of Class Vehicle owners through state agencies, as referenced in Section VIII, above;
- (d) Determine that Class Notice and the Notice Plan comply with all legal requirements, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;
- (e) Schedule a date and time for a Final Approval Hearing to determine whether the Settlement Agreement should be finally approved by the Court, and whether the requested Attorneys' Fees and Expenses and Class Representative Service Awards should be granted;

- (f) Require Class Members who wish to object to this Settlement Agreement to submit an appropriate and timely written statement as directed in this Settlement Agreement and Long Form Notice, which shall both be on the Settlement Website;
- (g) Require attorneys representing Class Members objecting to the Settlement Agreement, at such Class Members' expense, to file a timely notice of appearance with the Court as directed in the Long Form Notice;
- (h) Issue a preliminary injunction enjoining potential Class Members, pending the Court's determination of whether the Settlement Agreement should be given final approval, from challenging in any action or proceeding any matter covered by this Settlement Agreement, except for proceedings in this Court to determine whether the Settlement Agreement will be given final approval;
- (i) Appoint the Settlement Administrator;
- (j) Issue other related orders to effectuate the preliminary approval of the Settlement Agreement.

11.5 No later than twenty (20) days before the Final Approval Hearing, 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.

11.6 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 Final Judgment that:

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

11.7 Upon entry of the Final Order and Final Judgment, this Action shall be dismissed, on its merits and with prejudice, with respect to all Class Plaintiffs and Class Members, subject to the continuing jurisdiction of the Court.

XII. OBJECTIONS

12.1 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 Court by the deadline set in the Court's Preliminary Approval Order.

12.2 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 of the Action, *Raul Siqueiros, et al. v. General Motors LLC*, 3:16-CV-07244 (N.D. Cal.); (ii) the objector's full name, current residential address, mailing address (if different), telephone number, and e-mail address; (iii) an explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Class Vehicle(s), and whether the Class Vehicle is currently owned or currently leased by the Class Member; (iv) whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection; (v) copies of any documents the objector wishes to submit in support; (vi) the full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for Attorneys' Fees and Expenses; (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 original handwritten signature and date of signature of the Class Member objecting (an electronic signature or attorney's signature is not sufficient), 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 including the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case. 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.

12.3 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.

12.4 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.

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

12.6 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.

12.7 Any Class Member who fails to file and serve a timely written objection containing all of the information listed in this Section, 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.

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

XIII. MISCELLANEOUS

A. Choice of Law.

13.1 This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of California 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.

13.2 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.

13.3 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 Class Plaintiffs or 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 Class Plaintiffs, Class Members, or Releasees in any proceeding in any court, administrative agency, or other tribunal.

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

C. Headings.

13.5 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 Settlement Agreement or to affect its construction.

D. Effect of Exhibits.

13.6 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.

13.7 This Settlement Agreement and related Exhibits represent 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 Settlement 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 Settlement 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.

13.8 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.

13.9 The Parties have negotiated all terms and conditions of this Settlement Agreement at arm's length.

13.10 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.

13.11 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.

13.12 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 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. 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.

13.13 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.

13.14 The administration and consummation of the Settlement shall be under the authority of the Court. The Parties agree the Court may retain continuing and exclusive jurisdiction for the purpose of the administration and enforcement of this Settlement, and 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.

K. Extensions of Time.

13.15 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.

13.16 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:

H. Clay Barnett, III
BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.
272 Commerce Street
Montgomery, AL 36104

Adam J. Levitt
DICELLO LEVITT LLP
Ten North Dearborn Street, Sixth Floor
Chicago, IL 60602

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: April 14, 2025

BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.

By: H. Clay Barnett, III
H. Clay Barnett, III

DICELLO LEVITT LLP

By: Adam J. Levitt
Adam J. Levitt

Class Counsel

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

Dated: April 14, 2025


By:  Todd Miller, Assistant Secretary

Exhibit 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

RAUL SIQUEIROS, *et al.*,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

Case No.: 16-cv-07244-EMC

CLASS ACTION

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT, DIRECTING NOTICE
TO THE CLASSES, AND SCHEDULING
FINAL APPROVAL HEARING**

Hearing Date: May 22, 2025

Time: 1:30 p.m.

Senior District Judge Edward M. Chen
Courtroom 5, 17th Floor

Complaint Filed: December 19, 2016

The Parties to the above-captioned action have agreed to a proposed class action settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the “Settlement” or “Settlement Agreement”).¹ The Parties reached the Settlement through arm’s-length negotiations over a period of approximately four months, and, on January 22, 2025, participated in an all-day in person mediation with Antonio Piazza of Mediated Negotiations, Inc. Under the Settlement Agreement, subject to the terms and conditions therein and subject to final Court approval, the Action will be dismissed with prejudice, and Class Plaintiffs and the Classes will fully, finally, and forever resolve, discharge, and release their claims against the Released Parties in exchange for GM’s agreement to pay the non-reversionary cash Settlement Amount of

¹ Capitalized terms shall have the definitions and meanings accorded to them in the Settlement Agreement.

One Hundred Fifty Million Dollars (\$150,000,000.00) into the Settlement Fund to be distributed to Class Members in accordance with the Settlement Agreement.

The Settlement Agreement has been filed with the Court, and the Plaintiffs have filed an Unopposed Motion for Entry of an Order Preliminarily Approving Class Action Settlement, Directing Notice to the Classes, and Scheduling Final Approval Hearing (the “Motion”). Upon considering the Motion, the Settlement Agreement and related documents and exhibits thereto, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter, the Parties to these proceedings, and members of the Classes; (2) the Classes were previously certified and meet the requirements of Rule 23 of the Federal Rules of Civil Procedure²; (3) the persons and entities identified below should be appointed Class Plaintiffs and Class Counsel; (4) the Settlement is the result of informed, good-faith, arm’s-length negotiations between the Parties and their capable and experienced counsel and is not the result of collusion; (5) the proposed Settlement is fair, reasonable, and adequate and should be preliminarily approved; (6) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Classes; (7) the proposed Notice Plan and proposed forms of notice satisfy Rule 23 and constitutional due process requirements and are reasonably calculated under the circumstances to apprise the Class of: the pendency of the Action, the certification of the Classes, the terms of the Settlement, Class Counsel’s Application For Attorneys’ Fees and Expenses, and Service Awards (“Motion for Attorneys’ Fees and Expenses”), their rights to object to the Settlement, and the process for allocations and distribution of Settlement Payments; (8) good cause exists to schedule and conduct a Final Approval Hearing, pursuant to Rule 23(e), to assist the Court

² All citations to the Rules shall refer to the Federal Rules of Civil Procedure.

in determining whether to grant final approval of the Settlement and issue a Final Approval Order and Judgment, whether to grant Class Counsel's Motion for Attorneys' Fees and Expenses, whether to grant the Class Plaintiffs Service Awards; and (9) the other related matters pertinent to the preliminary approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. The Court has jurisdiction over the subject matter and the Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332.

2. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events or omissions alleged by the Class Plaintiffs occurred in this District.

**Class Certification and
Appointment of Class Plaintiffs and Class Counsel**

3. At the preliminary approval stage, “[i]f the court has already certified a class, the only information ordinarily necessary is whether the proposed settlement calls for any change in the class certified, or of the claims, defenses, or issues regarding which certification was granted.” Fed. R. Civ. P. 23, advisory committee notes to 2018 Amendment. Here, the Court has already certified the California, Idaho, and North Carolina Classes. ECF Nos. 237, 320, and 633. The proposed Settlement does not call for any changes to these Classes, or of the claims, defenses, or issues regarding which certification was granted. Therefore, for the same reasons identified in the Court's certification orders, the certified Classes satisfy adequacy, typicality, numerosity, and commonality under Rule 23(a) and predominance and superiority Rule 23(b)(3). *See, e.g., In re Lyft, Inc. Sec. Litig.*, 2022 WL 17740302, at *3 (N.D. Cal. Dec. 16, 2022) (finding no reason to revisit a prior certification order a preliminary settlement approval where the proposed settlement class was identical to that already certified).

4. The Court finds, for settlement purposes, that the Rule 23 factors are satisfied and

that certification of the Classes is appropriate under Rule 23. The Court, therefore, confirms the following certified Classes for settlement purposes:

All current owners or lessees of a Class Vehicle that was purchased or leased in new condition in the State of California as of May 23, 2022 (the “California Class”).

All current owners or lessees of a Class Vehicle that was purchased or leased from a GM-authorized dealer in the State of Idaho as of May 23, 2022 (the “Idaho Class”).

All current owners or lessees of a Class Vehicle that was purchased or leased in the State of North Carolina as of May 23, 2022 (the “North Carolina Class”).

Excluded from the 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, and his or her spouse; individuals and/or entities who validly and timely opted-out of the previously certified classes following the Notice of Pendency of Class Action issued in this litigation on or about May 23, 2022; and current or former owners of a Class Vehicle who previously released claims in an individual settlement with GM that would otherwise be covered by the Release in this Action.

“Class Vehicles” means all 2011-2014 Chevrolet Avalanche, Silverado, Suburban, and Tahoe, and 2011-2014 GMC Sierra, Yukon, and Yukon XL trucks and SUVs with Generation IV Vortec 5300 LC9 engines manufactured on or after February 10, 2011 and purchased or leased in California, Idaho, or North Carolina. Any vehicle that has already received adequate piston replacement (i.e., upgraded piston rings) under warranty and at no cost is excluded from the definition of Class Vehicle.

5. The Court confirms its appointment of Plaintiffs Gabriel Del Valle, William Davis, Jr., and Garret Tarvin as Class Plaintiffs for the Classes.

6. The Court confirms its appointment of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. and DiCello Levitt, LLP as Class Counsel.

Preliminary Approval of the Settlement

7. Pursuant to Rule 23(e)(2), in order to grant preliminary approval, the Court must find that the proposed Settlement is “fair, reasonable, and adequate” after considering whether:

(A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate—taking into account (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims, if required; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2).

8. Preliminary approval is appropriate where “the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible approval.” *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007).

9. The Court preliminarily approves the Settlement Agreement, including the exhibits, appended to the Motion as fair, reasonable, and adequate under Rule 23(e)(2), after taking into account that the Class Plaintiffs and Class Counsel have adequately represented the Classes; the Settlement was reached in the absence of collusion and is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel; the relief provided is adequate given: (a) the costs, risks and delay of appeal and potential re-trial, (b) the proposed Notice Plan is sufficient to notify the Classes, (c) the terms of the proposed attorney's fees and timing of payment, and (d) the remaining terms of the Settlement Agreement. The Court also finds that the Plaintiffs have submitted sufficient information for the Court to support that Class Notice should be disseminated as “the proposed settlement will likely earn final approval.” *See* Fed R. Civ. P. 23(e) advisory committee's note to 2007 Amendment.

10. The Court further finds that the Settlement, including the exhibits, appended to the Motion is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Classes, as set forth in the Settlement Agreement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant final approval to the Settlement and enter Judgment. *See In re Tableware Antitrust Litig.*, 484 F. Supp. 2d at 1080.

Approval of Notice Plan and Direction to Effectuate the Notice

11. The Court approves the form and content of the notices to be provided to the Classes, substantially in the forms appended as Exhibits 3, 4, and 5 to the Settlement Agreement. The Court further approves the establishment of an internet website for the Settlement. The Court further finds that the Notice Plan, as described in the Declaration of Ryan Aldridge of Eisner Advisory Group, LLC, the proposed Settlement Administrator, is the best practicable notice under the circumstances. The Notice Plan is reasonably calculated under the circumstances to apprise the Classes of the pendency of the Action, the certification of the Settlement Classes, the terms of the Settlement, their rights to object to the Settlement and Class Counsel's Motion for Attorneys' Fees and Expenses, and the request for Service Awards. The notices and Notice Plan constitute sufficient notice to all persons and entities entitled to notice. The notices and Notice Plan satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process. The Court finds that the forms of notice are written in simple terminology, are readily understandable by Class Members and comply with the Federal Judicial Center's illustrative class action notices. The Court orders that the notices be disseminated to the Classes as per the Notice Plan.

12. The Court directs that Eisner Advisory Group, LLC (“EAG”) shall act as the Settlement Administrator.

13. The Settlement Administrator shall implement the Notice Plan, as set forth in the Settlement, using substantially the forms of notice appended as Exhibits 3, 4, and 5 to the Settlement Agreement and approved by this Order. Notice shall be provided to the Class Members pursuant to the Notice Plan and the Settlement Administrator’s declaration (Settlement Agreement, Exhibit 2), as specified in Section VIII of the Settlement Agreement and approved by this Order.

14. The Settlement Administrator shall send the Class Notice, substantially in the form attached to the Settlement Agreement as Exhibits 4 and 5, to Class Members by U.S. Mail, proper postage prepaid to Class Members, and by E-mail, where an email address is available, as identified by data to be provided by GM to the Settlement Administrator or a similar third-party entity. The mailings of Class Notice to the persons and entities identified shall be substantially completed in accordance with the Notice Plan. The Settlement Administrator is hereby ordered to obtain such vehicle registration information from, *inter alia*, the applicable Departments of Motor Vehicles.

15. The Court authorizes the Settlement Administrator, Eisner Advisory Group, LLC, through data aggregators or otherwise, to request, obtain and utilize vehicle registration information from Department of Motor Vehicles for California, Idaho, and North Carolina for the purposes of providing the identity of and contact information for Class Members. Vehicle registration information includes, but is not limited to, owner/lessee name and address information, registration date, year, make and model of the vehicle.

16. The Court directs GM to provide, within seven (7) days of the entry of this

Preliminary Approval Order, to the extent it has not already done so, all Class Vehicle VINs to the Settlement Administrator, or a similar third-party entity, who shall be authorized to use that information to obtain the names and most current addresses of Class Vehicle owners through state agencies.

Final Approval Hearing and Objections

17. The Court directs that a Final Approval Hearing shall be scheduled for _____, 2025 at 1:30 p.m., to assist the Court in determining whether to grant final approval to the Settlement Agreement and enter the Final Approval Order and Judgment, and whether Class Counsel's Motion for Attorneys' Fees and Expenses and request for Service Awards should be granted.

18. All Class Members shall be bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Approval Order and Judgment in the Action, even if he, she, they, or it has litigation pending or subsequently initiates litigation against GM relating to the claims and transactions released in the Action.

19. The Court further directs that any person or entity in the Classes may object, directly or through a lawyer at his, her or its expense, to the Settlement Agreement, the Motion for Attorneys' Fees and Expenses, and/or the requested Service Awards to the Class Plaintiffs. Class Members who wish to object to the Settlement must send their written objections only to the Court. All objections will be scanned into the electronic case docket, and the Parties will receive electronic notices of the filings. Objections shall be mailed to the Clerk of the Court at the following address:

Mark B. Busby, Clerk of the Court
Office of the Clerk
United States District Court
450 Golden Gate Avenue
San Francisco, CA 94102-3489
Re: *Raul Siqueiros, et al. v. General Motors LLC*, No. 3:16-CV-07244-EMC

20. For an objection to be considered by the Court, the objection must be received by the Court on or before the deadline established by the Court and must set forth:

- (a) The case name and number of the Action, *Raul Siqueiros, et al. v. General Motors LLC*, 3:16-CV-07244 (N.D. Cal.);
- (b) The objector's full name, current residential address, mailing address (if different), telephone number, and e-mail address;
- (c) An explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Class Vehicle(s), and whether the Class Vehicle is currently owned or currently leased by the Class Member;
- (d) Whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection;
- (e) Copies of any documents the objector wishes to submit in support;
- (f) The full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement, the request for Attorneys' Fees and Expenses, and/or the requested Service Awards to the Class Plaintiffs;
- (g) A statement of whether the Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel;

- (h) 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;
- (i) 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;
- (j) 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 including the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case. 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; and

- (k) The original handwritten signature and date of signature of the Class Member objecting (an electronic signature or attorney's signature is not sufficient) and the signature of any attorney representing the Class Member objecting in connection with the objection, and the date of the objection.

21. Any objection that fails to satisfy these requirements and any other requirements found in the Long Form Notice shall not be considered by the Court.

Settlement Deadlines

22. The Settlement deadlines are as follows:

| EVENT | DEADLINES |
|--|---|
| Commencement of Class Notice Plan | On the date of entry of the Preliminary Approval Order. |
| GM's Counsel shall provide, to the extent it has not already done so, a list of VINs for the Class Vehicles to the Settlement Administrator | Not later than seven (7) days after entry of the Preliminary Approval Order |
| Class Notice to be Substantially Completed | Thirty (30) days after the issuance of the Preliminary Approval Order |
| Plaintiffs' Motion, Memorandum of Law and Other Materials in Support of their Requested Award of Attorneys' Fees, Reimbursement of Expenses, and Request for Class Plaintiffs' Service Awards to be Filed with the Court | Thirty (30) days after issuance of the Preliminary Approval Order |
| Plaintiffs' Motion, Memoranda of Law, and Other Materials in Support of Final Approval to be Filed with the Court | Thirty (30) days after the issuance of the Preliminary Approval Order |
| Deadline for Receipt by the Clerk of All Objections Mailed by Class Members | Sixty-five (65) days after the issuance of the Preliminary Approval Order |
| Deadline for filing Notice of Intent to Appear at Final Approval Hearing by Class Members and/or their Personal Attorneys | Sixty-five (65) days after the issuance of the Preliminary Approval Order |

| | |
|---|---|
| Deadline for North Carolina Class Members to submit North Carolina Class Member Identification Forms. | Sixty-five (65) days after the issuance of the Preliminary Approval Order |
| Any submission by the Parties concerning Final Approval of Settlement and Responses to any objections | Seventy (70) days after the issuance of the Preliminary Approval Order |
| Settlement Administrator Shall File the Results of the Dissemination of the Notice with the Court | No later than Twenty (20) days before the Final Approval Hearing |
| Final Approval Hearing | August 21, 2025, at 1:30 p.m. - |

Effect of Failure to Approve the Settlement or Termination

23. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Approval Order and Judgment as contemplated in the Settlement, the Final Effective Date does not occur, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

(i) This Settlement Agreement shall be null and void and shall have no force or effect, and no Party to the Settlement Agreement will be bound by any of its terms;

(ii) The Settlement Amount shall be refunded to GM plus interest earned (net of any taxes paid on such interest), and net of all necessary and reasonable Settlement Administration Expenses incurred;

(iii) The Parties will petition the Court to have any stay orders entered pursuant to the Settlement Agreement lifted;

(iv) All of its provisions, and all negotiations, statements, and proceedings relating to the Settlement Agreement will be without prejudice to the rights of GM, Class Plaintiffs, or any Class Member, all of whom will be restored to their respective positions existing immediately before the execution of the Settlement Agreement, except that the Parties will

cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;

(v) GM and Class Plaintiffs on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, and on behalf of the Classes, expressly and affirmatively reserve and do not waive any motions or arguments in support of or against the entry of final judgment on the class action trial verdict, any appeals thereto, and any other motions held in abeyance or otherwise stayed, including, without limitation, Plaintiffs' motions for attorneys' fees (including interest), expenses, and Service Awards;

(vi) Neither the Settlement Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to the Settlement Agreement will be admissible or entered into evidence for any purpose whatsoever; and;

(vii) Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of the Settlement Agreement will be deemed vacated and will be without any force or effect.

Stay/Bar of Other Proceedings

24. Pending the Final Approval Hearing and the Court's decision whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity, shall commence, continue, or prosecute against any of the Releasees (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Agreement. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the Settlement, all Class Members shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Agreement against any of

the Released Parties, and any such Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action against any of the Released Parties as provided for in the Agreement.

General Provisions

25. The terms and provisions of the Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Approval Order and Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits) without further notice to the Classes or approval by the Court if such changes are consistent with the Court's Final Approval Order and Judgment and do not limit the rights of Class Members under the Settlement Agreement.

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

SO ORDERED this ____ day of _____ 2025.

Hon. Edward M. Chen
United States District Judge

Exhibit 2

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9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**

11 RAUL SIQUEIROS, *et al.*

12 Plaintiff,

13 v.

14 GENERAL MOTORS LLC,

15 Defendant.
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Case No. 16-cv-07244-EMC

**DECLARATION OF RYAN ALDRIDGE
REGARDING PROPOSED NOTICE PLAN
AND SETTLEMENT ADMINISTRATION**

Judge: Hon. Edward J. Chen

1 I, Ryan Aldridge, declare:

2 1. I am a Partner at the proposed Settlement Administrator, Eisner Advisory Group, LLC
3 (“EAG”)¹, a full-service administration firm providing legal administration services, including the design,
4 development, and implementation of unbiased complex legal notification programs. We were asked by
5 Counsel to develop and execute the proposed Notice Plan in the above-referenced matter². The following
6 statements are based on my personal knowledge as well as information provided by other experienced
7 employees working under my supervision.

8 2. We have undertaken the creation and execution of notice plans, along with the administration
9 of diverse class action and mass action settlements. Our expertise extends across a wide array of subject
10 matters, encompassing but not limited to privacy, products liability, consumer rights, mass tort, antitrust,
11 insurance, and healthcare. The accomplished members of our team possess extensive experience in the
12 design and implementation of notice procedures involving various aspects of class certification and
13 settlement programs.

14 EXPERIENCE

15 3. EAG has designed, implemented, and managed notice campaigns for more than 100 cases.
16 Some of our notice plans include: *McMorrow v. Mondelez International, Inc.*, No. 3:17-cv-02327 (S.D.
17 Cal); *Rivera v. Google LLC*, No. 2019-CH-009900 (Circuit Court of Cook County, IL); *Hezi v. Celsius*
18 *Holdings, Inc.*, No. 1:21-cv-09892 (S.D.N.Y.); *Gilmore v. Monsanto Co.*, No. 3:21-cv-8159 (N.D. Cal.);
19 *Krommenhock v. Post Foods, LLC*, No. 3:16-cv-04958 (N.D. Cal.); *Hadley v. Kellogg Sales Co.*, No. 5:16-
20 cv-04955 (N.D. Cal.); *Jones v. Monsanto Co.*, No. 4:19-cv-00102 (W.D. Mo.); *Winters v. Two Towns*
21 *Ciderhouse Inc.*, 3:20-cv-00468 (S.D. Cal.); *In re Sonic Corp. Customer Data Breach Litigation*, No. 1:17-
22

23
24 ¹ As of May 21, 2023, the Directors & employees of Postlethwaite & Netterville (“P&N”), APAC joined
25 EisnerAmper as EAG Gulf Coast, LLC. Where P&N is named as an entity, EAG Gulf Coast, LLC employees
26 will service that work. P&N’s obligations to service work may be assigned by P&N to Eisner Advisory
27 Group, LLC or EAG Gulf Coast, LLC, or one of Eisner Advisory Group, LLC’s or EAG Gulf Coast, LLC’s
28 subsidiaries or affiliates.

² All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the
Settlement Agreement.

md-02807 (N.D. Ohio); and *In re Interior Molded Doors Indirect Purchaser Antitrust Litigation*, No. 3:18-cv-00850 (E.D. Va.).

4. Courts have repeatedly acknowledged both the qualifications of our team (curriculum vitae attached hereto as **Exhibit A**) and the effectiveness of our class action notice plans. Illustrative court opinions affirming the sufficiency of our notice plans include:

a. On April 5, 2023, in the Order Granting Plaintiffs' Motions for Final Approval of Class Action Settlement in *Hezi v. Celsius Holdings, Inc.*, No. 1:21-cv-09892 (S.D.N.Y.), Judge Jennifer H. Rearden wrote:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable and has satisfied the requirements of law and due process.

b. In the matter *Gilmore v. Monsanto Co.*, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria ruled on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

c. In the matter *Rivera v. Google LLC*, No. 2019-CH-00990 (Ill. Cir. Ct. Cook Cnty.), Judge Anna M. Loftus ruled on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval

Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

d. Additionally, in the matter *Hanson v. Welch Foods Inc.*, No. 3:20-cv-02011 (N.D. Cal.), Judge Joseph C. Spero ruled on April 15, 2022:

The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

ADMINISTRATION BACKGROUND

5. In accordance with the *Order Granting Plaintiffs' Unopposed Motion For Order Approving Class Notice* issued on March 28, 2022 (ECF No. 399), on May 23, 2022, EAG effectuated class notice to members and potential members of the California, Idaho and North Carolina classes consistent with the notice plan submitted to the Court on March 21, 2022 (ECF No. 396).

6. Following authorization from the Court on March 27, 2024, EAG obtained complete registration data from S&P Global for California, Idaho, and North Carolina Class VINs to determine which individuals remained Class Members as of May 23, 2022. As identified in the *Declaration of Ryan Aldridge Regarding Implementation of Notice of Attorneys' Fees and Costs* (¶ 6) filed on September 16, 2024 (ECF No. 697-2), EAG maintains a database of 43,090 Class Members ("Notice List"), that will be used to effectuate the proposed Notice Plan. The 43,090 Class Members consist of 5,869 California Class Members, 1,611 Idaho Class Members, and 35,610 North Carolina Class Members. The North Carolina Class Members are further grouped into two populations: (a) the vehicle was a single owner or purchased Certified Pre-Owned from the list of VINs provided by GM or the prior owner was registered in North Carolina and the current owner was registered in North Carolina (17,310 VINs) and (b) either the current or previous owner (but not both) was registered in North Carolina (18,300 VINs).

SETTLEMENT OVERVIEW

7. According to the Settlement Agreement, the Classes are defined as:

a. **California Class**: All current owners or lessees of a Class Vehicle that was purchased or leased in new condition in the State of California as of May 23, 2022.

b. **Idaho Class** : All current owners or lessees of a Class Vehicle that was purchased or leased from a GM-authorized dealer in the State of Idaho as of May 23, 2022.

c. **North Carolina Class**: All current owners or lessees of a Class Vehicle that was purchased or leased in the State of North Carolina as of May 23, 2022.

8. The **Class Vehicles** are 2011-2014 Chevrolet Avalanches, 2011-2014 Chevrolet Silverados, 2011-2014 Chevrolet Suburbans, 2011-2014 Chevrolet Tahoes, 2011-2014 GMC Sierras, 2011-2014 GMC Yukons, and 2011-2014 GMC Yukon XLs with LC9 engines and manufactured on or after February 10, 2011. Any vehicle that has already received adequate piston replacement (*i.e.*, upgraded piston rings) is excluded from the Classes.

9. Also excluded from the 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, and his or her spouse; individuals and/or entities who validly and timely opted-out out of the previously certified classes; and current or former owners of a Class Vehicle who previously released their claims in an individual settlement with GM which claims would otherwise be covered by the Release in this Action.

PROPOSED NOTICE PLAN

10. EAG will provide individual notice to all Class Members identified in the Notice List. Where both a mailing address and an email address exist for a Class Member, they will receive a Postcard Notice and an Email Notice.

11. To account for the variations in the Classes definition, two notices have been developed in coordination with Counsel. For those North Carolina Class Vehicles registered in North Carolina by the current or previous owner (but not both), the owner identified as the current owner as of May 23, 2022 will receive instructions to confirm whether they owned the Class Vehicle as of May 23, 2022 and whether it was purchased in North Carolina in order to be eligible for an award payment ("North Carolina Identification Notice"). The segment of the North Carolina Class Population where the vehicle was a single owner or purchased Certified Pre-Owned from the list of VINs provided by GM or the prior owner was registered in

North Carolina and the current owner was registered in North Carolina will receive notice that they are not required to take further action to receive their award payment, unless they validly and timely opted-out out of the previously certified classes (“Direct Payment Notice”). Further, the California and Idaho Classes are not required to take action to receive their award and will receive the Direct Payment Notice.

Mailed Notice

12. The North Carolina Identification Notice and Direct Payment Notice, attached as Exhibit 5 and 4, respectively, to the Settlement Agreement, will be formatted as a postcard (collectively, the “Postcard Notices”) and mailed via United States Postal Service (“USPS”). Prior to mailing, all mailing addresses will be checked against the National Change of Address (“NCOA”)³ database maintained by USPS to ensure Class Member address information is up-to-date and accurately formatted for mailing. In addition, the addresses will be certified via the Coding Accuracy Support System to ensure the quality of the ZIP code and will be verified through Delivery Point Validation to verify the accuracy of the addresses. Should NCOA provide a more current mailing address for a Class Member, EAG will update the address accordingly. If a postcard is returned with forwarding address information, EAG will re-mail to the forwarded address. For all postcards that are returned as undeliverable, EAG will use standard skip-tracing to obtain forwarding address information and, if skip-tracing provides a different forwarding mailing address, EAG will re-mail the notice to the address identified by the skip-trace.

Email Notice

13. EAG will also format the North Carolina Identification Notice and Direct Payment Notice for distribution via email (collectively, the “Email Notices”) to all facially valid email addresses. The Email Notices will be created using embedded html text format to provide an easy-to-read format without tables, graphs or other content that may increase the likelihood of the email landing in SPAM folders and/or being

³ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (“COA”) records consisting of names and addresses of individuals, families, and businesses who have filed a COA with the USPS. The address information is maintained on the database for 48 months.

1 blocked by Internet Service Providers (“ISPs”)⁴. Additionally, EAG includes “unsubscribe” links and the
 2 Administrator contact information, which follows standard email best practices.

3 14. Prior to sending, emails are put through a hygiene and verification process to protect the
 4 integrity of the email campaign and maximize deliverability. Steps included deduplication, syntax validation,
 5 misspelled domain detection and correction, domain validation, and risk validation. Emails that pass the
 6 hygiene and verification process will be batched into small groups and sent over multiple days to decrease
 7 the likelihood of being erroneously flagged as bulk junk email. EAG will track and report to the Court all
 8 email delivery attempts. If an item is returned as undeliverable, commonly referred to as a “bounce,” the
 9 reason is noted. If the email address is noted as non-existent as attempted, this is referred to as a “hard
 10 bounce,” and no additional attempts to deliver the Email Notice to that email address will be made. Responses
 11 where the inbox is full, the attempt is initially blocked or deferred by the ISP, or any other circumstances
 12 that prevents delivery are referred to as “soft” bounces. To limit the number of undelivered emails as a result
 13 of soft bounces, EAG will make additional email attempts to addresses experiencing a soft bounce. If an
 14 email remains undeliverable after subsequent attempts, it will be deemed undeliverable, and no additional
 15 delivery attempts would be pursued for that particular email address.

16 **Text Message Notice**

17 15. Incorporated in the forms of notice to contact North Carolina Class Members receiving the
 18 North Carolina Identification Notice, EAG, upon authorization from the Court, will send a text message to
 19 the Class Members for which a cellular phone number is available containing the following:

20 U.S. Federal Court Authorized Notice

21 [Name], we are following up on your prior notice of a pending class action lawsuit involving your
 22 {year} {model} to inform you that a settlement has been reached.

23
 24 ⁴ ISPs assign scores, or sender reputation, to domains and IP addresses that tells email inbox providers if the
 25 email should be delivered to the recipient’s inbox or directed to the spam folder. The sender reputation is
 26 determined by multiple factors such as: the timing and number of emails sent from the IP/domain; number
 27 of recipients that have marked incoming mail from the sender as spam; number of emails that are delivered
 28 directly to spam boxes; number of emails that bounce back; number of recipients that interact with the email
 (e.g., open, reply, forward or delete); quality of the content within the email (e.g., typos); the number of users
 that unsubscribe; and many other factors.

1 To receive payment, you must confirm your eligibility by visiting your unique link: {{GUID}}.

2 For more information regarding your rights and deadlines to act, visit GMEngineLitigation.com or call 1-
3 888-307-8239.

4 Reply STOP to end

5 **Settlement Website**

6 16. EAG established the website www.gmenginelitigation.com for Class certification notice that
7 we have maintained and updated throughout the litigation. EAG will update the website for the Settlement.
8 The website address will be included in the Postcard Notices and Email Notices. The Class Notice, Long
9 Form Notice and the Settlement Agreement, along with other relevant documents, will be posted on the
10 Settlement Website for Class Members to review and download, along with relevant dates, other case-related
11 information, and contact information for the Settlement Administrator. The Settlement Website will also
12 allow Class Members that receive the North Carolina Identification Notice to submit an identification form
13 electronically.

14 **Dedicated Toll-Free Hotline**

15 17. EAG established at Class certification, and will continue to maintain, the dedicated toll-free
16 informational hotline (1-888-307-8293) that is available 24 hours per day, seven days per week. The hotline
17 utilizes an interactive voice response (“IVR”) system where Class Members can obtain essential information
18 and be provided responses to frequently asked questions. Class Members will also have the option to leave
19 a voicemail and receive a call back from the Settlement Administrator.

20 **DATA SECURITY POLICIES**

21 18. Our firm routinely manages a broad range of confidential and highly sensitive information.
22 To ensure privacy and data protection, we maintain industry-leading practices and follow industry accepted
23 standards as endorsed by the National Institute of Standards and Technology (NIST), HITRUST, CIS Critical
24 Security Controls (CIS Controls). Moreover, our certified data centers, meet stringent compliance regulations
25 – PCI, HIPAA, FINRA, Sarbanes-Oxley, and Gramm-Leach-Bliley – and undergo annual SSAE16 SOCII
26 audits.

27 19. Eisner Advisory Group LLC and all applicable subsidiaries maintain their network
28 environment with a managed data center provider with locations exclusively in the U.S. The environment is

1 protected at the perimeter with next-generation firewalls, DMZ, and 24/7 Intrusion Detection & Prevention
2 services. On the interior, activities are monitored with Web Application Firewalls, inbound/outbound Internet
3 and Email filtering, Data Loss Prevention, and Endpoint Detection & Response systems on every endpoint
4 and server. System patching and vulnerability remediation are fully automated. User access rights are
5 assigned under the Principle of Least Privilege with enforcement via zero trust micro-segmentation, strict
6 group access permissions, and disabled local administrator rights. All remote connections require multifactor
7 authentication. All internal data is encrypted using TLS 1.3 in transit, and AES256 or higher at rest. Internal
8 information receives daily backups to maintain a maximum RPO (Recovery Point Objective) of 24 hours.
9 The Technology and Human Resources teams maintain a direct connection between the network access
10 management system and HR system, so user provisioning/deprovisioning for new hires and terminations is
11 automatic. All users receive mandatory Information Security and Social Engineering training on an annual
12 basis.

13 20. In addition to these measures, we maintain comprehensive insurance coverage, including
14 network security insurance, providing protection in the event of any breach. Furthermore, consumer data is
15 strictly confined to the agreed-upon purpose of administering the Settlement. These policies underscore our
16 commitment to safeguarding sensitive information and distinguishes us within the legal notice and settlement
17 administration field.

18 **NOTICE AND ADMINISTRATION COSTS**

19 21. Based on the scope of work detail in the Settlement Agreement and sections above, we
20 estimate notice and administrative costs to be \$167,500. This quote does not include the estimated postage
21 hard costs which are invoiced as incurred and anticipated to be \$37,440.

22 **CONCLUSION**

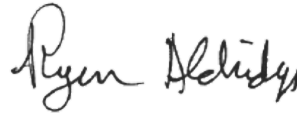
23 22. The proposed Notice Plan encompasses individualized Class Notice written in accordance
24 with plain language guidance – to all members of the Classes who can be identified through reasonable
25 efforts. This Notice Plan will provide the best notice that is practicable under the circumstances.

26 23. It is my opinion, based on my experience, as well as the expertise of my team, that this method
27 of focused notice dissemination provides effective notice in this Settlement, will provide the best notice that
28 is practicable, adheres to Fed. R. Civ. P. 23, follows the guidance set forth in the Manual for Complex

1 Litigation 4th Ed. and FJC guidance, and exceeds the requirements of due process, including its “desire to
2 actually inform” requirement.

3 24. I declare under penalty of perjury that the foregoing is true and correct to the best of my
4 knowledge and belief.

5 Executed this 11th day of April, 2025 in Baton Rouge, Louisiana.

6 
7 _____

8 Ryan Aldridge
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Exhibit A: CV of EisnerAmper



Class & Mass Action Settlement Administration

Our Approach

EisnerAmper provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class and mass action litigations.

EisnerAmper
professionals have
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\$14 billion dollars in
settlement claims.

Sample Case Experience*



Environmental/Toxic Torts

- In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- In re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Sanchez et al v. Texas Brine, LLC et al.
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Maturin v. Bayou Teche Water Works
- Chevron Richmond Refinery Fire Settlement
- Chapman et al. v. voestalpine Texas LLC, et al.



Consumer

- Jones et al. v. Monsanto Co.
- Hadley, et al. v. Kellogg Sales Co.
- McMorrow, et al. v. Mondelez International, Inc
- Krommenhock, et al. v. Post Foods, LLC
- Hanson v. Welch Foods Inc.
- Siddle et al. v. The Duracell Co. et al.
- Copley, et al. v. Bactolac Pharmaceutical, Inc.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Fabricant v. AmeriSave Mortgage Corp. (TCPA)
- Makaron v. Enagic USA, Inc. (TCPA)
- Prescod et al. v. Celsius Holdings, Inc.
- Gilmore v. Monsanto Co.



Antitrust

- In re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)⁴
- In re: Interior Molded Doors Antitrust Litigation (Indirect)



Mass Torts

- In re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)¹
- In re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)¹
- In re: Paraquat Products Liability Litigation (MDL 3004)¹
- In re: Paragard Products Liability Litigation (MDL 2974)
- In re: Roundup Products Liability Litigation (MDL 2741)²
- Essure Product Liability Settlement³
- Porter Ranch (JCCP 4861)



Data Breach/Privacy

- Miracle-Pond, et al. v. Shutterfly
- Baldwin et al. v. National Western Life Insurance Co.
- Jackson-Battle, et al. v. Navicent Health, Inc.
- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- In re: Forefront Data Breach Litigation
- Easter et al. v. Sound Generations
- Rivera, et al. v. Google LLC
- Acaley v. Vimeo, Inc.



Mass Arbitration

- T-Mobile
- Uber
- Postmates
- Instacart
- Intuit



Other Notable Cases

- Brown, et al. v. State of New Jersey DOC (Civil Rights)
- Slade v. Progressive (Insurance)

**Work performed as Postlethwaite & Netterville, APAC (P&N)*

¹Services provided in cooperation with the Court-Appointed Special Master

²Appointed As Common Benefit Trustee

³Inventory Settlement

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed independent CPA firm that provides attest services to its clients, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services to their clients. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms. The entities falling under the EisnerAmper brand are independently owned and are not liable for the services provided by any other entity providing services under the EisnerAmper brand. Our use of the terms "our firm" and "we" and "us" and terms of similar import, denote the alternative practice structure conducted by EisnerAmper LLP and Eisner Advisory Group LLC.



EAG Claims Administration Experience

SAMPLE JUDICIAL COMMENTS

- **Hezi v. Celsius Holdings, Inc.**, No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process .

- **Scott Gilmore et al. v. Monsanto Company, et al.**, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- **John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.**, No. 2021L00026 (Fifteenth Judicial Circuit of Illinois, Lee County), on March 28, 2023:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Sanders et al. v. Ibex Global Solutions, Inc. et al.**, No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Vaccaro v. Super Care, Inc.**, No. 20STCV03833 (Cal. Superior Court), Judge David S. Cunningham on March 10, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- **Gonshorowski v. Spencer Gifts, LLC**, No. ATL-L-000311-22 (N.J. Super. Ct.), Judge Danielle Walcoff on March 3, 2023:

The Court finds that the Notice issued to the Settlement Class, as ordered in the Amended Preliminary Approval Order, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with New Jersey Court Rules 4:32-2(b)(2) and (e)(1)(B) and due process.

- **Vaccaro v. Delta Drugs II, Inc.**, No. 20STCV28871 (Cal. Superior Court), Judge Elihu M. Berle on March 2, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- **Pagan, et al. v. Faneuil, Inc.**, No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.



- **LaPrairie v. Presidio, Inc., et al.**, No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Nelson v. Bansley & Kiener, LLP**, No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.**, No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North on September 30, 2022:

Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.



- **Rivera, et al. v. Google LLC**, No. 2019-CH-00990 (Circuit Court of Cook County, IL), Judge Anna M. Loftus on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Davonna James, individually and on behalf of all others similarly situated v. CohnReznick LLP**, No. 1:21-cv-06544 (S.D.N.Y.), Judge Lewis J. Liman on September 21, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Hosch et al. v. Drybar Holdings LLC**, No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed



Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Baldwin et al. v. National Western Life Insurance Company**, No. 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).

- **Chapman et al. v. voestalpine Texas Holding LLC**, No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

- (a) *Constituted the best practicable notice, under the circumstances;*
- (b) *Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
- (c) *Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
- (d) *Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*

- **Clopp et al. v. Pacific Market Research LLC**, No. 21-2-08738-4 (Superior Court King County, WA), Judge Kristin Richardson on May 27, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Washington Civil Rule 23(c)(2).



- **Whitlock v. Christian Homes, Inc., et al**, No. 2020L6 (Circuit Court of Logan County, IL), Judge Jonathan Wright on May 6, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Hanson v. Welch Foods Inc.**, No. 3:20-cv-02011-JCS (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Dein v. Seattle City Light**, No. 19-2-21999-8 SEA (Superior Court King County, WA), Judge Kristin Richardson on April 15, 2022:

The Court hereby finds and concludes that the notice was disseminated to Settlement Class Members in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the notice fully satisfies CR 23(c)(2) and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, and provided an opportunity for the Class Members to object to or exclude themselves from the Settlement.

- **Frank v. Cannabis & Glass, LLC, et al**, No. 19-cv-00250 (E.D. Wash.), Judge Stanley A. Bastian on April 11, 2022:

Postlethwaite & Netterville, APAC, ("P&N"), the Settlement Administrator approved by the Court, completed the delivery of Class Notice according to the terms of the Agreement. The Class Text Message Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances, including



individual notice to all Settlement Class Members who could be identified through reasonable effort.

- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.

- **Daley, et al. v. Greystar Management Services LP, et al.**, No. 2:18-cv-00381 (E.D. Wash.), Judge Salvador Mendoz, Jr. on February 1, 2022:

The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class....was the best practicable notice under the circumstances. The Class Notice program....was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action....

- **Mansour, et al. v. Bumble Trading, Inc.**, No. RIC1810011 (Cal. Super.), Judge Sunshine Sykes on January 27, 2022:

The Court finds that the Class Notice and the manner of its dissemination constituted the best practicable notice under the circumstances and was reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and 3.769(f), and any other applicable laws.



- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Circuit Court of Cook County, IL), Judge Raymond W. Mitchell on September 9, 2021:

This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Jackson-Battle, et al. v. Navicent Health, Inc.**, No. 2020-CV-072287 (Ga Super.), Judge Jeffery O. Monroe on August 4, 2021:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).

- **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable



under the circumstances. Said notice provided due and adequate notice of the proceedings an of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Winters, et al. v. Two Towns Ciderhouse, Inc.**, No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)...Thus, the Court finds the Notice complies with due process....With respect to the reaction of the class, it appears the class members' response has been overwhelmingly positive.

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.



- ***Fabricant v. Amerisave Mortgage Corporation***, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- ***Snyder, et al. v. U.S. Bank, N.A., et al.***, No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

The Court makes the following findings and conclusions regarding notice to the Settlement Class:

a. The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;
b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- ***Edward Makaron et al. v. Enagic USA, Inc.***, No. 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;
b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably



calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- **Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections**, No. 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.

- **John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.**, No. 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- **Paul Story v. Mammoth Mountain Ski Area, LLC**, No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.



- **John Burford, et al. v. Cargill, Incorporated**, No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.

- **In RE: FEMA Trailer Formaldehyde Product Liability Litigation**, MDL No. 1873, (E.D La.), Judge Kurt D. Engelhardt on September 27, 2012:

After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:

- (a) constituted the best practicable notice to Class Members under the circumstances;*
- (b) provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;*
- (c) was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;*
- (d) was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;*
- (e) focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;*



- (f) afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;*
- (g) was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and*
- (h) fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.*



Exhibit 3

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

NOTICE OF CLASS ACTION SETTLEMENT

You May Be a Class Member Entitled to a Substantial Cash Payment If You Purchased or Leased a Model Year 2011-2014 Chevrolet Avalanche, Silverado, Suburban, or Tahoe, or a Model Year 2011-2014 GMC Sierra, Yukon, or Yukon XL Vehicle Equipped with a Generation IV LC9 5.3 Liter V8 Vortec 5300 Engine in California, Idaho, or North Carolina.

Siqueiros et al. v. General Motors LLC, No. 3:16-cv-07244-EMC (N.D. Cal.)

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

THIS NOTICE CONCERNS YOUR LEGAL RIGHTS, WHICH ARE AFFECTED WHETHER YOU ACT OR DON'T. PLEASE READ IT CAREFULLY.

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS | |
|---|--|
| North Carolina Identification Forms Only By Month DD, 2025 | If you received a North Carolina Class Member Identification Notice by mail or email instructing you to identify that you are a Class Member, you must complete the form by Month DD, 2025 to be eligible to receive a payment. If you are unsure what notice you received and what action, if any, you need to take, you can verify using the “North Carolina Class Member Identification Form” link at www.GMEngineLitigation.com by entering your Claim ID. |
| Do Nothing | If you did not receive a North Carolina Class Member Identification Notice, you will receive a direct payment and give up certain rights. By doing nothing, you will stay in the Class and, if the Settlement is approved, you will receive a <i>pro rata</i> share of a \$150,000,000 settlement. You will give up any right you may have to sue the defendant separately regarding any Claims that this Settlement resolves. |
| Object By Month DD, 2025 | Tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate. You may mail to the Court a written objection, postmarked no later than Month DD, 2025 , and/or request to appear at the Final Approval Hearing on Month DD, 2025 , at X:XX AM/PM , to tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate. |

This notice summarizes the proposed Settlement between plaintiffs in the lawsuit and the defendant, General Motors, LLC (“GM”). For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.GMEngineLitigation.com. **Please read the remainder of this Notice for more detailed information about how to exercise your rights.**

Any questions? Visit www.GMEngineLitigation.com or call 1-888-307-8239.

WHAT THIS NOTICE CONTAINS

| | |
|---|-----------|
| <u>BASIC INFORMATION</u> | 4 |
| 1. Why is there a Notice? | |
| 2. What is this lawsuit about? | |
| 3. Why is this a class action and who is involved? | |
| 4. What has happened in this lawsuit so far? | |
| 5. Why is there a Settlement? | |
| <u>WHO IS IN THE SETTLEMENT</u> | 5 |
| 6. How do I know if I am part of the Settlement? | |
| 7. I am still not sure if I am included. | |
| <u>WHAT ARE THE TERMS OF THE SETTLEMENT</u> | 5 |
| 8. What types of relief does the Settlement provide? | |
| 9. What is the Settlement Fund? | |
| 10. How do I get a Payment? | |
| 11. What am I giving up to get a payment? | |
| <u>PARTICIPATING IN THE SETTLEMENT</u> | 6 |
| 12. How do I update my contact information? | |
| 13. How do I provide an IRS Form W-9? | |
| 14. When will I get my payment? | |
| 15. Do I need to make a claim to get a Payment? | |
| <u>EXCLUSION</u> | 7 |
| 16. Can I get out of the Settlement? | |
| 17. If I did not previously exclude myself, can I sue Defendant for the same thing later? | |
| 18. If I previously excluded myself, can I still get a payment? | |
| <u>OBJECTING TO THE SETTLEMENT</u> | 8 |
| 19. How do I tell the Court if I do not like the Settlement? | |
| 20. What is the difference between objecting and excluding myself? | |
| <u>THE ATTORNEYS REPRESENTING YOU</u> | 9 |
| 21. Do I have an attorney in this case? | |
| 22. How will the attorneys be paid? | |
| <u>THE COURT'S FINAL APPROVAL HEARING</u> | 9 |
| 23. When and where will the Court decide whether to approve the Settlement? | |
| 24. Do I have to come to the hearing? | |
| 25. May I speak at the hearing? | |
| <u>WHAT HAPPENS IF YOU DO NOTHING</u> | 10 |

Any questions? Visit www.GMEngineLitigation.com or call 1-888-307-8239.

26. What happens if I do nothing at all?

WHERE CAN I GET MORE INFORMATION..... 10

27. How do I get more information?

Any questions? Visit www.GMEngineLitigation.com or call 1-888-307-8239.

BASIC INFORMATION

1. Why is there a Notice?

You have the right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

Judge Edward M. Chen of the United States District Court for the Northern District of California is overseeing this lawsuit (the “Court”). The lawsuit is known as *Siqueiros et al. v. General Motors LLC*, and the case number is 3:16-cv-07244-EMC. If you have received a notice, records of state departments of motor vehicles show that you may have purchased or leased a Class Vehicle in California, Idaho, or North Carolina.

The “Class Vehicles” are: 2011-2014 Chevrolet Avalanches, 2011-2014 Chevrolet Silverados, 2011-2014 Chevrolet Suburbans, 2011-2014 Chevrolet Tahoes, 2011-2014 GMC Sierras, 2011-2014 GMC Yukons, and the 2011-2014 GMC Yukon XLs with LC9 engines and manufactured on or after February 10, 2011 (“LC9 Engines”). Any vehicle that has already received adequate piston replacement (*i.e.*, upgraded piston rings) is excluded from the Class.

2. What is this lawsuit about?

Plaintiffs allege that the LC9 Engines in the Class Vehicles contain an inherently defective piston assembly and that the defect causes excessive engine wear in every Class Vehicle. Plaintiffs allege that excessively worn piston rings leads to excessive oil consumption, which causes spark plug fouling, rough idling, rough acceleration, check engine light activation, engine shutdown commands from the instrument cluster, oil loss/burn and may eventually lead to permanent engine damage or shutdown.

Plaintiffs further allege that GM was aware of the alleged defect and they seek to recover economic damages. Plaintiffs are not pursuing claims for personal injuries or damage to other property.

GM denies any wrongdoing or liability for the claims alleged and specifically denies that any Class Vehicle is defective.

3. Why is this a class action?

In a class action lawsuit, people called the “Class Plaintiffs” sue on behalf of themselves and other people who have similar claims. All of the people together are called a “Class” or “Class Members.” The company the Class Plaintiffs have sued, General Motors LLC (“GM”), is called the Defendant. One court resolves the issues for everyone in the Classes, except for those people who previously excluded themselves from the Classes.

4. What has happened in this lawsuit so far?

The Court held a jury trial on the Class’s claims in September and October 2022. The jury reached a verdict in Plaintiffs’ favor on each of the claims and awarded each class member \$2,700 in damages. The Court has denied GM’s motions to overturn the jury’s verdict but had not yet entered final judgment on the verdict before the parties agreed to a settlement.

5. Why is there a Settlement?

GM denies that it did anything wrong and was prepared to appeal the jury’s verdict. The parties have agreed to a Settlement, which will allow both sides to avoid the risk of an appeal and cost of further litigation.

Any questions? Visit www.GMEngineLitigation.com or call 1-888-307-8239.

WHO IS IN THE SETTLEMENT

6. How do I know if I am part of the Settlement?

The Court certified three Classes in this case and defined the Classes as follows:

- **California Class.** All current owners or lessees of a Class Vehicle that was purchased or leased in new condition in the State of California as of May 23, 2022.
- **North Carolina Class.** All current owners or lessees of a Class Vehicle that was purchased or leased in the State of North Carolina as of May 23, 2022.
- **Idaho Class.** All current owners or lessees of a Class Vehicle that was purchased or leased from a GM-authorized dealer in the State of Idaho as of May 23, 2022.

The **Class Vehicles** are 2011-2014 Chevrolet Avalanches, 2011-2014 Chevrolet Silverados, 2011-2014 Chevrolet Suburbans, 2011-2014 Chevrolet Tahoes, 2011-2014 GMC Sierras, 2011-2014 GMC Yukons, and the 2011-2014 GMC Yukon XLs with LC9 engines manufactured on or after February 10, 2011. Any vehicle that has already received adequate piston replacement (*i.e.*, upgraded piston rings) is excluded from the Classes.

Also excluded from all of the 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, and his or her spouse; individuals and/or entities who validly and timely opted-out out of the previously certified classes; and current or former owners of a Class Vehicle who previously released their claims in an individual settlement with GM which claims would otherwise be covered by the Release in this Action.

7. I am still not sure if I am included.

If you are not sure whether you are a Class Member, or have any other questions about the Settlement, you should visit the Settlement Website, www.GMEngineLitigation.com, or call the Settlement Administrator toll-free at (888) 307-8239. Do not call the Court.

WHAT ARE THE TERMS OF THE SETTLEMENT?

8. What types of relief does the Settlement Provide?

The Settlement provides monetary relief to all Class Members. All Class Members will be entitled to a *pro rata* share of a \$150,000,000 Settlement Amount. The amount that each Class Member will receive will depend on the final number of North Carolina Class Members.

Prior to the payment of any settlement expenses, including the costs of class notice and administration, and any attorneys' fees and costs as may be awarded by the Court, each Class Member's share of the Settlement Amount will be no less than \$2,700—the amount of damages awarded by the jury.

After payment of any and all settlement expenses, including the costs of class notice and administration, and any attorneys' fees and costs as may be awarded by the Court, it is estimated that no Class Member will receive less than \$2,149.

9. How do I get a payment?

Any questions? Visit www.GMEngineLitigation.com or call 1-888-307-8239.

If you received a mailed or email notice that does not ask you to complete the North Carolina Identification Form, you are entitled to a direct payment, and you do not need to file a claim or take any further action. You will receive a direct payment from the Settlement Administrator. If you have not provided a W-9 to the Settlement Administrator, you may still do so on the Settlement Website or by mail. Failure to provide a completed Form W-9 will result in a Federal Income Tax backup withholding of 24%. To avoid potential tax complications down the line, it is strongly in your best interest to submit a completed W-9 form.

IMPORTANT: If you received Notice to complete the North Carolina Class Member Identification Form and meet the Class definition for a North Carolina Class Member, you must complete the North Carolina Class Identification Form in order to receive a payment. To complete the form online or to download a form, visit www.GMEngineLitigation.com. You must complete the form, and it must be postmarked or received no later than **Month DD, 2025**.

If you are unsure what notice you received, enter the Claim ID found on your Notice to verify what action you need to take, if any, to receive your payment.

10. What am I giving up to get a payment?

If you are a Class Member and did not previously exclude yourself from the lawsuit, you cannot sue, continue to sue, or be a part of any other lawsuit against GM for claims released in this settlement. It also means that all decisions by the Court in this case will bind you.

The Released Claims and Releasees are defined in the Settlement Agreement. The Released Claims relate to the Oil Consumption Defect alleged in the lawsuit, and defined in the Settlement Agreement. Both the Settlement Agreement and the operative complaint are available on the Settlement Website, www.GMEngineLitigation.com. The Released Claims do not include claims for deaths, personal injury, or damage to tangible property other than a Class Vehicle.

PARTICIPATING IN THE SETTLEMENT

11. How do I update my contact information?

If you received a mailed or email notice and would like to update your contact information, you must contact the Settlement Administrator at www.GMEngineLitigation.com, call 1-888-307-8293, or mail to:

GM 5300 LC9 Class Action
P.O. Box 5124
Baton Rouge, LA 70821

12. How do I provide an IRS Form W-9?

If you received a notification from the GM 5300 LC9 Class Action Administrator and have not provided a copy of an IRS Form W-9, please either (a) visit the Settlement Website, www.GMEngineLitigation.com, and submit your form online, or (b) print, fill out, and mail the form to the Settlement Administrator at the following address: GM 5300 LC9 Class Action, P.O. Box 5124, Baton Rouge, LA 70821. The deadline for submitting is **[Deadline]**. Failure to provide a completed Form W-9 will result in a Federal Income Tax backup withholding of 24%. Due to the anticipated value of Settlement Payments, the Settlement Administrator will be required by IRS regulations to issue a Form 1099 whether or not you complete a Form W-9. To avoid potential future tax complications, it is in your best interest to submit a completed Form W-9.

Any questions? Visit www.GMEngineLitigation.com or call 1-888-307-8239.

13. When will I get a payment?

Settlement Payments will be made after the Final Effective Date, as defined in the Settlement Agreement. This will be after the Court grants “final approval” to the Settlement, and after any appeals are resolved. If the Court approves the Settlement, there may be appeals. It is always uncertain when these appeals will be resolved and resolving them can take time.

14. Do I need to make a claim to receive a payment?

If you received a mailed or email notice that does not ask you to complete the North Carolina Identification Form, you are entitled to a direct payment, and you do not need to file a claim or take any further action. You will receive a direct payment from the Settlement Administrator.

IMPORTANT: If you received Notice to complete the North Carolina Class Member Identification Form and meet the definition for a North Carolina Class Member, you complete the North Carolina Class Identification Form in order to receive a payment. To complete the form online or to download a form, visit www.GMEngineLitigation.com. You must complete the form, and it must be postmarked or received no later than **Month DD, 2025**.

If you are unsure what notice you received, enter the Claim ID found on your Notice to verify what action you need to take, if any, to receive your payment.

EXCLUSION**15. Can I get out of the Settlement?**

If you previously did not exclude yourself from the Action after the notice sent to the Class in May 2022, you cannot now exclude yourself from the Settlement Class and will not retain any individual rights you have against GM and will have “released” it from any of the Released Claims. As a Settlement Class Member, you can object to the Settlement if you do not like it.

If you previously requested to be excluded after the notice sent to the Class in May 2022, you are not a part of the Classes and will not be eligible to receive compensation under the Settlement, as described above. You also may not object to the Settlement if you previously requested to be excluded.

16. If I did not previously exclude myself, can I sue GM for the same thing later?

No. Unless you previously excluded yourself from the Action, you have given up any right to sue GM for the claims that this Settlement resolves (*i.e.*, those claims defined in the Settlement Agreement as the “Released Claims”). If you properly excluded yourself from the Action as part of the notice sent to the Class in May 2022, you will not be bound by any orders or judgments entered in the Action relating to the Settlement.

17. If I previously excluded myself, can I still get a payment?

No. You will not get any money from the Settlement if you previously excluded yourself from this Action.

Any questions? Visit www.GMEngineLitigation.com or call 1-888-307-8239.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court if I do not like the Settlement?

If you are a Class Member, you can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out, and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing. If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must include:

- (a) the name and case number of this lawsuit: *Siqueiros et al. v. General Motors LLC*, No. 3:16-cv-07244-EMC;
- (b) your full name, address, email and phone number;
- (c) an explanation of your objection, including the make, model year, and VIN(s) of the Class Vehicle(s), and whether the Class Vehicle is currently owned or currently leased by the Class Member;
- (d) whether the objection applies only to you, to a specific group within the Class, or to the entire Class. You must also include all reasons for the objection, any legal support for it, and any documents or other evidence you believe supports your objection;
- (e) copies of any documents the you wish to submit in support;
- (f) the full name, telephone number, mailing address, and e-mail address of counsel representing you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for Attorneys' Fees and Expenses;
- (g) a statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel;
- (h) the identity of all counsel (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; and
- (i) your handwritten signature and date of signature (an electronic signature or attorney's signature is not sufficient), in addition to the signature of any attorney representing you in connection with the objection, and the date of the objection.
 - a. In addition, you must provide a list of any other objections you've submitted, or your counsel has submitted, to any class action settlements in any court in the United States in the previous five (5) years including the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case. 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.

Any questions? Visit www.GMEngineLitigation.com or call 1-888-307-8239.

Objections must be mailed to the Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, 16th Floor, San Francisco, California 94102, postmarked on or before **[Objection Date]**.

If you previously excluded yourself from the Action, you have no basis to object to the Settlement because it no longer affects you.

THE ATTORNEYS REPRESENTING YOU

19. Do I have an attorney in this case?

Yes. The Court has appointed Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., and DiCello Levitt LLP as Class Counsel. The lawyers will be compensated from the Settlement Fund, in an amount to be determined by the Court. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will the attorneys be paid?

Class Counsel spent over eight years prosecuting this matter on a purely contingent fee basis, and advanced the expenses of the litigation, in the expectation that they would receive a fee, and have expenses reimbursed, only if there was a benefit created for the Class.

Class Counsel will file a motion on or before **[Fee Motion Deadline]** seeking an award of up to thirty-eight percent (38%) of the Settlement Fund in fees, and reimbursement of case expenses. Class Counsel will also seek on behalf of the Class Representatives service awards of thirty thousand dollars (\$30,000) each for a total of ninety thousand dollars (\$90,000). The Court will determine the amount of fees, expenses, and service awards that will be paid from the Settlement Fund.

After Class Counsel's motion for attorneys' fees, expenses, and service awards is filed on or before **[Fee Motion Deadline]**, it will be posted on the Settlement Website, www.GMEngineLitigation.com, and you will have an opportunity to review and comment on the motion via an Objection.

THE COURT'S FINAL APPROVAL HEARING

21. When and where will the court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing (sometimes called a "fairness hearing") on **[DATE]**, at **[time]**. **PLEASE NOTE THAT the date of the final approval hearing date may change without further notice to the Class.** It is strongly advised to check the Settlement Website or the Court's PACER site to confirm that the date has not been changed.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to award to Class Counsel and the Class Representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement.

22. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you submit an Objection, you do not have to come to the Court to talk about it. As long as you filed or mailed your written objection to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

Any questions? Visit www.GMEngineLitigation.com or call 1-888-307-8239.

23. May I speak at the hearing?

Yes. You may appear and speak at the Final Approval Hearing. Class Members who wish to appear are requested, but not required, to mail to the Court a Notice of Intent to Appear.

For objecting Class Members who are represented by an attorney, the attorney must file with the Court a notice of appearance and Points and Authorities in support of the objection, which shall contain any and all legal authority upon which the objector will rely and confirm whether the attorney intends to appear at the Final Approval Hearing. Copies of these documents must be filed with the Court and delivered to Class Counsel and Defendants' Counsel no later than **Month DD, 2025**.

If you previously excluded yourself from the Action, however, you may not appear and be heard.

WHAT HAPPENS IF YOU DO NOTHING?

24. What happens if I do nothing?

If you do nothing, you will be a member of the Class and will be bound by the release of Claims in this Settlement, and you will be issued a Settlement Payment.

IMPORTANT: If you receive a notice by mail or email to complete the North Carolina Class Member Identification Form, and timely complete the form, you may be issued a Settlement Payment. Unless you previously excluded yourself, if the Settlement is approved, you will not be able to start a lawsuit, or be part of any other lawsuit, against GM relating to the claims alleged in this case.

WHERE CAN I GET MORE INFORMATION?

25. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement and in case documents, which are available at www.GMEngineLitigation.com. If you have additional questions, you can visit the Settlement Website or contact the Settlement Administrator. You may also access the Court's docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>; or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Court-Appointed Class Counsel

| | |
|--|---|
| <p>Adam J. Levitt DICELLO LEVITT GUTZLER LLC Ten North Dearborn Street, Sixth Floor Chicago, Illinois 60602 Telephone: 312-214-7900 alevitt@dicellolevitt.com</p> | <p>H. Clay Barnett, III BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C. 272 Commerce Street Montgomery, Alabama 36104 Telephone: 334-269-2343 Clay.Barnett@BeasleyAllen.com</p> |
|--|---|

Any questions? Visit www.GMEngineLitigation.com or call 1-888-307-8239.

Settlement Administrator

GM 5300 LC9 Class Action
P.O. Box 5124
Baton Rouge, LA 70821

PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT CLERK, OR GENERAL MOTORS ABOUT THE CLASS ACTION OR THE LITIGATION PROCESS.

Any questions? Visit www.GMEngineLitigation.com or call 1-888-307-8239.

Exhibit 4

Who is included? The “Class Vehicles” are: 2011-2014 Chevrolet Avalanches, Silverados, Suburbans, and Tahoes, and 2011-2014 GMC Sierras, Yukons, and Yukon XLs with LC9 engines manufactured on or after February 10, 2011. Any vehicle that has already received adequate piston replacement (i.e., piston replacement in which the new pistons were not merely new versions of the same allegedly defective pistons) is excluded from the class. Additionally, anyone who previously requested to be excluded from the Class, after the notice sent on or around May 23, 2022, is not a part of the Settlement Classes and will not be eligible to receive compensation under the Settlement or object to the Settlement or its terms.

“Class Members” are all owners or lessees of a Class Vehicle as of May 23, 2022 who purchased or leased the vehicle (a) in North Carolina, (b) from a GM-authorized dealer in Idaho, or (c) in new condition in California.

What does the Settlement provide? GM has agreed to pay a total of \$150,000,000 as part of the Settlement. That amount will be used to pay Class Members, Settlement expenses, including the costs of Class Notice and Settlement administration, Attorneys’ Fees and Expenses, and Service Awards as may be awarded by the Court.

What are your options?

Do Nothing: If you do nothing you will remain a member of the Class, you will receive a payment estimated to be no less than \$2,149 if the Settlement is approved, and you will be bound by the release of claims in this Settlement. Payments will be distributed by the Settlement Administrator after the Court grants “final approval” of the Settlement and after any appeals are resolved. You do not need to file a claim to receive a payment under the Settlement. Your Settlement Payment in the form of a check will be sent directly to you. If you have not done so already, it is strongly recommended that you complete and submit an IRS Form W-9 on the Settlement Website (www.GMEngineLitigation.com) by [Month DD, 2025] to prevent required Federal Income Tax backup withholding of 24%.

Object: You may object to any part of this Settlement. Details about how to object are available at the Settlement Website. Objections must be mailed to the Court **postmarked on or before [Objection Deadline]**. For further information, please review the Long Form Notice, available at www.GMEngineLitigation.com.

Has the Court approved the Settlement? The Court has not decided whether to approve the Settlement yet. The Court has set a hearing for [DATE] to determine whether to approve the Settlement and award Attorneys’ Fees and Expenses, and Service Awards. Class Counsel will file a motion seeking an award of up to 38% of the Settlement Fund in attorneys’ fees and reimbursement of case expenses. Class Counsel will also seek, on behalf of the Class Representatives, Service Awards of \$30,000 each. The Court will determine the amount of fees, expenses, and service awards that will be paid from the Settlement Fund.

You do not need to appear at the hearing but you may come at your own expense. The Court has appointed Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. and DiCello Levitt LLP and as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

Legal Notice

You May Be a Class Member Entitled to a Substantial Cash Payment If You Purchased or Leased a Model Year 2011-2014 Chevrolet Avalanche, Silverado, Suburban, or Tahoe, or a Model Year 2011-2014 GMC Sierra, Yukon, or Yukon XL Vehicle Equipped with a Generation IV LC9 5.3 Liter V8 Vortec 5300 Engine in California, Idaho, or North Carolina.

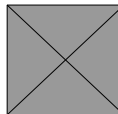
A federal court ordered this notice. This is not a solicitation from a lawyer.

This postcard is only a summary of the key Settlement terms. A full copy of the Settlement Agreement and Long Form Notice is available at www.GMEngineLitigation.com or by calling (888) 307-8239.

What is the lawsuit about? Plaintiffs allege that the LC9 Engines in every Class Vehicle contain an inherently defective piston assembly which may lead to excessive oil consumption and related engine problems. GM denies any wrongdoing or liability for the claims alleged and specifically denies that any Class Vehicle is defective.

GM 5300 LC9 Class Action

P.O. Box 5124
Baton Rouge, LA 70821



ELECTRONIC SERVICE REQUESTED



SETTLEMENT CLAIM ID: [claim Id]
[FIRST NAME] [LAST NAME]
[ADDRESS1]
[ADDRESS2]
[CITY] [STATE] [ZIP]



Exhibit 5

Legal Notice

You May Be a Class Member Entitled to a Substantial Cash Payment If You Purchased or Leased a Model Year 2011-2014 Chevrolet Avalanche, Silverado, Suburban, or Tahoe, or a Model Year 2011-2014 GMC Sierra, Yukon, or Yukon XL Vehicle Equipped with a Generation IV LC9 5.3 Liter V8 Vortec 5300 Engine in California, Idaho, or North Carolina.

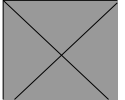
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What is the lawsuit about? Plaintiffs allege that the LC9 Engines in every Class Vehicle contain an inherently defective piston assembly which may lead to excessive oil consumption and related engine problems. GM denies any wrongdoing or liability for the claims alleged and specifically denies that any Class Vehicle is defective.

GM 5300 LC9 Class Action

P.O. Box 5124
Baton Rouge, LA 70821



ELECTRONIC SERVICE REQUESTED

SETTLEMENT CLAIM ID: [claim Id]
[FIRST NAME] [LAST NAME]
[ADDRESS1]
[ADDRESS2]
[CITY] [STATE] [ZIP]

0165

Business Reply Mail Content

who is included? The "Class Vehicles" are: 2010-2011 Chevrolet Academics, Silverados, Suburbans, and Tahoes, and 2011-2014 GMC Sierras, Yukons, and Yukon XLs with LC9 engines manufactured on or after February 10, 2011. Any vehicle that has already received adequate piston replacement (*i.e.*, piston replacement in which the new pistons were not merely new versions of the same allegedly defective pistons) is excluded from the Classes. Additionally, anyone who previously requested to be excluded from the certified Classes, after the notice sent on or around May 23, 2022, is not a part of the Classes and will not be eligible to receive compensation under the Settlement or object to the Settlement or its terms.

"Class Members" are all current owners or lessees of a Class Vehicle as of May 23, 2022, who purchased or leased the vehicle (a) in North Carolina, (b) from a GM-authorized dealer in Idaho, or (c) in new condition in California.

What does the Settlement provide? GM has agreed to pay a total of \$150,000,000 as part of the Settlement. That amount will be used to pay Class Members, Settlement expenses, including the costs of Class Notice and Settlement administration, and Attorneys' Fees and Expenses, and Service Awards as may be awarded by the Court.

What are your options?

Complete the North Carolina Class Member Identification Form: Information available through state departments of motor vehicles indicate that your Class Vehicle was registered in North Carolina, but the information did not identify the state of purchase. **If you meet the definition of the North Carolina Class, and would like to receive a Settlement Payment, estimated to be no less than \$2,149, you must complete and submit the Identification Form attached to this postcard.** The amounts of the Settlement Payments are subject to a *pro rata* increase or decrease based on participation of Class Members. Alternatively, you may submit your form electronically through the Settlement Website (www.GMEngineLitigation.com). You must submit online or return the attached form postmarked by **[Month DD, 2025]**.

Do Nothing: If you do nothing, you will not be eligible to receive a payment and will be bound by the terms of the Settlement Agreement and Final Judgment.

Object: You may object to any part of this Settlement. Details about how to object are available at the Settlement Website. Objections must be mailed to the Court **postmarked on or before [Objection Deadline]**.

Has the Court approved the Settlement? The Court has not decided whether to approve the Settlement yet. The Court has set a hearing for **[DATE]** to determine whether to approve the Settlement and award Attorneys' Fees and Expenses, and Service Awards. Class Counsel will file a motion seeking an award of up to 38% of the Settlement Fund in attorneys' fees and reimbursement of case expenses. Class Counsel will also seek, on behalf of the Class Plaintiffs, Service Awards of \$30,000 each. The Court will determine the amount of fees, expenses, and service awards that will be paid from the Settlement Fund.

You do not need to appear at the hearing but you may come at your own expense. The Court has appointed Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., and DiCello Levitt LLP as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

www.GMEngineLitigation.com

1-888-307-8239

North Carolina Class Member Identification Form -- VIN: [VIN Number]

If you purchased your Class Vehicle in North Carolina with the VIN number provided above and would like to receive a Settlement Payment, you must complete the form below, check the boxes to complete the attestation, and mail to the Settlement Administrator postmarked by **[Month DD, 2025]**.

Contact Information (*Please fill in completely.*)

Full Name: _____ Telephone Number: _____

Address: _____

City, State, Zip Code: _____

Email Address: _____

I attest under the penalty of perjury, to the best of my knowledge, that, as of May 23, 2022, I was the owner of the Class Vehicle with the Vehicle Identification Number (VIN) at the top of this form.

☐ Yes ☐ No

I attest under the penalty of perjury, to the best of my knowledge, that I purchased the Class Vehicle in North Carolina.

☐ Yes ☐ No

*You may be asked to submit documentation that supports that you own or own the Class Vehicle associated with the VIN number at the top of this form and that you purchased the vehicle in North Carolina.

Sign and Date your Identification Form

I declare that the information supplied in this form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below. I understand that I may be asked to provide supplemental information to the Settlement Administrator before my claim will be considered complete and valid including a W-9.

Signature: _____ Date (mm/dd/yyyy): _____

The deadline to submit this form is **[Month DD, 2025]**. Questions? Call 1-888-307-8239 or visit www.GMEngineLitigation.com.

Exhibit 6

PLAN OF ALLOCATION

1. Each capitalized term below has the definition provided in the Settlement Agreement.
2. No later than thirty (30) days after the Final Effective Date, the Settlement Administrator will calculate the number of Class Members who will receive Settlement Payments. The Class Members who will receive Settlement Payments shall include all identifiable Class Members, including the 1,611 Idaho Class Members, 5,869 California Class Members, and 17,310 North Carolina Class Members identified prior to the Notice Date, and any North Carolina Class Members who have self-identified by submitting a timely response to the North Carolina Class Member Identification Form.
3. No later than thirty (30) days after the Final Effective Date, the Settlement Administrator shall calculate the Settlement Payments due to all identifiable Class Members on a *pro rata* basis, such that each Class Member receives an equal share of the Net Settlement Fund.
4. No later than sixty (60) days after the Final Effective Date, the Settlement Administrator will send Settlement Payment checks to each identifiable Class Member using the address information on the Notice List.
5. All Settlement Payments shall be in the form of a physical check and shall be sent directly to Class Members by mail.
6. Each Settlement Payment check issued to a Class Member will state on the face of the check that it will become null and void unless cashed or deposited within ninety (90) days after the date of issuance.
7. For any Settlement Payment checks that are uncashed and undeposited by Class Members after ninety (90) days, the Settlement Administrator shall, within thirty (30) days thereof, attempt to contact the Class Members with the uncashed and undeposited checks.
8. If successful in reaching the Class Member, the Settlement Administrator shall attempt to make the Settlement Payment by reissuing checks. Reissued checks that are not cashed or deposited within ninety (90) days after issuance shall become null and void.
9. To the extent that a Settlement Payment check issued or reissued to a Class Member is not cashed or deposited within ninety (90) days after the date of issuance or reissuance, or the Settlement Administrator has been unable to reach a Class Member with an original uncashed and undeposited Settlement Payment check, the funds associated with such Settlement Payment checks shall remain in the Settlement Fund.
10. If, six (6) months after the Final Effective Date, \$500,000 or more remains in the Settlement Fund, Class Counsel will confer with the Settlement Administrator to determine if it is economically feasible to make additional Settlement Payments to Class Members. If so, Class Counsel, in its sole discretion, may recommend that the Settlement Administrator make a second, *pro rata* payment to all identifiable Class Members that previously cashed or deposited Settlement Payment checks.

11. Any such second Settlement Payments shall be in the form of a physical check and shall be sent directly to Class Members by mail.
12. Any such second Settlement Payment checks will state on the face of the check that it will become null and void unless cashed or deposited within ninety (90) days after the date of issuance.
13. To the extent that any second Settlement Payment check is not cashed or deposited within ninety (90) days after the date of issuance, the funds associated with such Settlement Payment checks shall remain in the Settlement Fund.
14. If, one year after the Final Effective Date, less than \$500,000 remains in the Settlement Fund, the Settlement Administrator shall distribute such residual funds to the University of Michigan Transportation Research Institute (UMTRI).
15. If the Settlement Administrator concludes that it is impracticable to implement any provision of this Plan of Allocation, the Parties agree to promptly discuss modifications to the terms of this Plan of Allocation and present such modified terms to the Court for its approval. Direct mailed notice to Class Members of such proposed modification of the Plan of Allocation shall not be required. However, notice of such proposed modification shall be posted by the Settlement Administrator on the Settlement Website.
16. The Settlement Administrator shall be solely responsible for performing any calculations required by this Plan of Allocation.
17. Within twenty-one (21) business days of Class Counsel's request, or within twenty-one (21) business days of completing all aspects of this Plan of Allocation, the Settlement Administrator shall send to Class Counsel the name and address of each Settlement Class Member to whom the Settlement Administrator made a Settlement Payment in accordance with this Plan of Allocation, together with the amount of the Settlement Payment, the date of Settlement Payment, the amount of tax withholdings, if applicable, and the date of remittance of tax withholdings to the appropriate tax authority, if applicable.
18. The Parties acknowledge that any Settlement Payments to Class Members may be subject to applicable tax laws. To the extent that any portion of any Settlement Payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the Settlement Agreement.
19. Each Class Member who receives a Settlement Payment under the Settlement Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person. Each Class Member shall hold the Parties, Class Counsel, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments under the Settlement.

Exhibit 7

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

RAUL SIQUEIROS, *et al.*,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

Case No.: 16-cv-07244-EMC

CLASS ACTION

Senior District Judge Edward M. Chen

[PROPOSED] FINAL ORDER

WHEREAS, the Court, having considered the Settlement Agreement filed _____, 2025 (the “Settlement Agreement”) between and among Class Plaintiffs, through Class Counsel, and Defendant General Motors LLC. (“GM”), the Court’s _____, 2025 Order Granting Preliminary Approval of the Class Settlement, Directing Notice to the Classes, and Scheduling Final Approval Hearing (ECF No. ____) (the “Preliminary Approval Order”), the Motion for Final Approval of the Class Settlement (ECF No. ____) (“Motion for Final Approval”), Class Counsel’s Application for Attorneys’ Fees, Reimbursement of Expenses, and Service Awards (ECF No. ____) (“Motion for Attorneys’ Fees and Expenses”), having held a Final Approval Hearing on _____, 2025, and having considered all of the submissions and arguments with respect to the Settlement Agreement and related documents and exhibits, and otherwise being fully informed, and good cause appearing therefore;

IT IS HERBY ORDERED AS FOLLOWS:

1) This Final Order Approving Class Action Settlement (“Final Order”) incorporates herein and makes a part hereof, the Settlement Agreement and its exhibits, and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement Agreement

and Preliminary Approval Order shall have the same meanings for purposes of this Final Order and accompanying Judgment.

2) The Court has jurisdiction over the subject matter and the Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332.

3) Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events or omissions alleged by the Class Plaintiffs occurred in this District.

4) Based on the record before the Court, including all submissions in support of the Settlement set forth in the Settlement Agreement, objections and responses thereto and all prior proceedings in the Action, as well as the Settlement Agreement itself and its related documents and exhibits, the Court hereby confirms the certification of the following Classes for settlement purposes:

All current owners or lessees of a Class Vehicle that was purchased or leased in new condition in the State of California as of May 23, 2022 (the “California Class”).

All current owners or lessees of a Class Vehicle that was purchased or leased from a GM-authorized dealer in the State of Idaho as of May 23, 2022 (the “Idaho Class”).

All current owners or lessees of a Class Vehicle that was purchased or leased in the State of North Carolina as of May 23, 2022 (the “North Carolina Class”).

Excluded from the 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, and his or her spouse; individuals and/or entities who validly and timely opted-out of the previously certified classes following the Notice of Pendency of Class Action issued in this litigation on or about May 23, 2022; and current or former owners of a Class Vehicle who previously released claims in an individual settlement with GM that would otherwise be covered by the Release in this Action.

“Class Vehicles” means all 2011-2014 Chevrolet Avalanche, Silverado, Suburban, and Tahoe, and 2011-2014 GMC Sierra, Yukon, and Yukon XL trucks and SUVs with Generation IV Vortec 5300 LC9 engines manufactured on or after February 10, 2011 and purchased or leased in

California, Idaho, or North Carolina. Any vehicle that has already received adequate piston replacement (i.e., upgraded piston rings) under warranty and at no cost is excluded from the definition of Class Vehicle.

5) The Court confirms the appointment of Plaintiffs Gabriel Del Valle, William Davis, Jr., and Garret Tarvin as Class Plaintiffs for the Classes.

6) The Court confirms the appointment of the following law firms as Class Counsel:

Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.
218 Commerce Street
Montgomery, Alabama 36104
Tel.: (800) 898-2034

DiCello Levitt LLP
Ten North Dearborn Street, Sixth Floor
Chicago, IL 60602
Tel: (312) 214-7900

Notice to Class Members

7) The record shows and the Court finds that Class Notice has been given to the Classes in the manner approved by the Court in its Preliminary Approval Order (ECF No. ____). The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to object to all or any part of the Settlement Agreement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Judgment in the Action, whether favorable or unfavorable, on all Class Members; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P.

23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

8) The Court further finds that GM, through the Settlement Administrator, provided notice of the Settlement to the appropriate state and federal government officials pursuant to 28 U.S.C. § 1715. Furthermore, the Court has given the appropriate state and federal government officials the requisite ninety (90) day period to comment on or object to the Settlement Agreement before entering its Final Order and Judgment.

Final Approval of the Settlement

9) The Court finds that the Settlement Agreement resulted from extensive arm's length, good faith negotiations between Class Counsel and GM, through experienced counsel, including an in-person, all-day mediation before Anthony Piazza of Mediated Negotiations, Inc.

10) Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves, in all respects, the Settlement as set forth in the Settlement Agreement and finds that the Settlement Agreement, and all other parts of the Settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of the Classes and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Class Action Fairness Act, and any other applicable law. The Court hereby declares that the Settlement Agreement is binding on all Class Members, and it is to be preclusive in the Action. The decisions of the Settlement Administrator relating to the review, processing, and distribution of Settlement Payments pursuant to the Agreement are final, subject to the dispute resolution provisions of the Settlement Agreement, and are not appealable.

11) In its Preliminary Approval Order, the Court evaluated the factors identified below to determine whether the Settlement Agreement is fair, reasonable, and adequate under Rule 23.

(See Preliminary Approval Order at ____.) The Court sees no reason to depart from its previous conclusion as to these factors. For this reason, and based on the Court’s review of Class Members’ reactions to the proposed Settlement Agreement, the Court concludes that the Settlement Agreement is fair, reasonable and adequate. This conclusion is based on, among other things, the following factors: “[1] the strength of plaintiffs’ case; [2] the risk, expense, complexity, and likely duration of further litigation; [3] the risk of maintaining class action status throughout the trial; [4] the amount offered in settlement; [5] the extent of discovery completed, and the stage of the proceedings; [6] the experience and views of counsel; [7] the presence of a governmental participant; and [8] the reaction of the class members to the proposed settlement.” *Staton v. Boeing Co.*, 327 F.3d 938, 959 (9th Cir. 2003). Furthermore, the Court finds that the four factors included in Rule 23(e) also weigh in favor of approving the settlement: (1) the adequacy of representation by class representatives and class counsel; (2) whether settlement negotiations were done fairly at arm’s length; (3) the adequacy of relief provided under the settlement—taking into account (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of the proposed methods of distributing relief to the class, including the method of processing class-member claims, if required, (iii) the terms of any proposed award of attorney’s fees, including timing of payment, and (iv) any agreement required to be identified under Rule 23(e)(3); and (4) the equity of treatment of class members relative to one another. Fed. R. Civ. P. 23(e)(2) (amended Dec. 2018).

12) The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Settlement Agreement. In addition, the Parties are authorized to agree to and adopt such amendments and modifications to the Settlement Agreement as: (i) shall be consistent in all material respects with this Final Order, and (ii) do not limit the rights of the Classes.

13) The Court has considered all objections, timely and proper or otherwise, to the Settlement Agreement and denies and overrules them as without merit.

Attorneys' Fees, Expenses, and Service Awards

14) The Court finds, upon review of the Settlement, all papers filed and proceedings held herein in connection with the Settlement [including the Motion, the Declarations of Class Counsel and all documents attached thereto], all oral and written comments received regarding the Settlement, the record in the action, and considering (1) the results achieved, (2) the risks of litigation, (3) whether there are benefits to the class beyond the immediate generation of a cash fund, (4) whether the percentage rate is above or below the market rate, (5) the contingent nature of the representation and the opportunity cost of bringing the suit, (6) reactions from the class, and (7) a lodestar cross-check, *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048–50 (9th Cir. 2002), that Class Counsel's requested fees in the amount of \$_____ and reimbursement of expenses in the amount of \$_____, totaling _____ percent (___%) of the One Hundred Fifty Million (\$150,000,000) Settlement Fund, is appropriate, fair, and reasonable.

15) The Court hereby grants Class Counsel's request for an award of reasonable attorneys' fees and reimbursement of expenses in the amount of \$_____. The Court directs these fees and expenses to be paid from the Settlement Fund in accordance with the Settlement Agreement and authorizes Class Counsel to allocate the fee award pursuant to their agreement.

16) The Court also approves Class Counsel's request to pay service awards in the amount of Thirty Thousand Dollars (\$30,000) each to Gabriel Del Valle, William Davis, Jr., and Garrett Tarvin, each of whom assisted in the prosecution of this case, participated in discovery, were deposed, and testified at trial. These amounts are fair and reasonable compensation for their efforts in prosecuting the claims in the Settlement Agreement. The Court directs these Service Awards to be paid from the Settlement Fund in accordance with the Settlement Agreement.

17) All payments shall be made by wire transfer to Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. (“Class Counsel Designee”) within fifteen (15) business days of the Final Effective Date. Class Counsel Designee shall thereafter have sole responsibility to distribute the portions of said payment to the other Class Counsel, Plaintiffs’ Counsel and the Class Plaintiffs.

Dismissal of Claims and Release

18) All claims asserted against GM in the Action are hereby dismissed with prejudice on the merits and without costs to any party, except as otherwise provided herein or in the Settlement Agreement.

19) Upon entry of this Final Order and the Judgment, Plaintiffs and each member of the Classes irrevocably release, waive, and discharge any and all past, present, and future disputes, claims, causes of action, demands, debts, liens, suits, liabilities, obligations, rights of action, damages, costs, attorneys’ fees, losses, or remedies of any kind that have been brought or could have been brought, whether known or unknown, existing or potential, or suspected or unsuspected relating to the alleged Oil Consumption Defect in the 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 against Releasees, whether or not specifically named herein, asserted or unasserted, 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 alleged Oil Consumption Defect; provided, however, that notwithstanding the foregoing, Class Plaintiffs and the other Class Members are not releasing claims for (i) death, (ii) personal injury, or (iii) damage to tangible property other than a Class Vehicle.

20) Upon entry of this Final Order and the Judgment, GM and their past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, successors and assigns shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, released Class Counsel, Class Members, and each Class Plaintiff 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 the Final Effective Date, GM fully, finally, and forever settles and releases any and all such claims.

21) Notwithstanding the foregoing, Class Plaintiffs and/or Class Members shall hold Releasees harmless for all Released Claims that may be asserted by another legal or natural persons (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Plaintiff or Class Member.

22) To the fullest extent they may lawfully waive such rights, all Class Plaintiffs and Class Members are deemed to acknowledge and waive Section 1542 of the Civil Code of the State of California and any law of any state or territory that is equivalent to Section 1542. Section 1542 provides that:

“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.”

23) The Court orders that the Settlement Agreement shall be the exclusive remedy for all claims released in the Settlement Agreement for all Class Members.

24) Therefore, all Class Plaintiffs, Class Members and their representatives are hereby permanently barred and enjoined from, either directly, through their representatives, or in any other capacity instituting, commencing, filing, maintaining, continuing or prosecuting against any of the Released Parties (as that term is defined in the Settlement Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action covered by the Release. In addition, all Class Plaintiffs, Class Members and all persons in active concert or participation with Class Members are permanently barred and enjoined from organizing Class Members into a separate class for purposes of pursuing, as a purported class action, any lawsuit based on or relating to the claims and causes of action in the Eighth Amended Consolidated Class Action Complaint in the Action, or the Release in the Settlement Agreement Pursuant to the All Writs Act, 28 U.S.C. § 1651(a), and the exceptions to the Anti-Injunction Act, 28 U.S.C. § 2283, the Court finds that issuance of this permanent injunction is necessary and appropriate in aid of its continuing jurisdiction and authority over the Settlement as set forth in the Settlement Agreement, and the Action.

Other Provisions

25) Without affecting the finality of this Final Order or the accompanying Judgment, the Court retains continuing and exclusive jurisdiction over the Action and all matters relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Order and the accompanying Judgment, to protect and effectuate this Final Order and the Judgment, and for any other necessary purpose. The Parties, the Class Plaintiffs, and each Class Member are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding or dispute arising out of or relating to the Settlement Agreement or the applicability of the Settlement Agreement, including the exhibits thereto, and only for such purposes.

26) In the event that the Final Effective Date does not occur, this Final Order and the accompanying Judgment, and other orders entered in connection with the Settlement Agreement and releases delivered in connection with the Settlement Agreement, shall be vacated and rendered null and void as provided by the Settlement Agreement.

27) Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court, agree to and adopt such amendments to the Settlement Agreement (including exhibits) as are consistent with this Final Order and the accompanying Judgment and do not limit the rights of Class Members under the Settlement Agreement.

28) Nothing in this Final Order or the accompanying Judgment shall preclude any action in this Court to enforce the terms of the Settlement Agreement.

29) Neither this Final Order nor the accompanying Judgment (nor any document related to the Settlement Agreement) is or shall be construed as an admission by the Parties. Neither the Settlement Agreement (or its exhibits), this Final Order, or the accompanying Judgment, nor any document related to the Settlement Agreement shall be offered in any proceeding as evidence against any of the Parties of any fact or legal claim; provided, however, that the Releasees may file any and all such documents in support of any defense that the Settlement Agreement, this Final Order, the Judgment, and any other related document is binding on and shall have *res judicata*, collateral estoppel, and/or preclusive effect in any pending or future lawsuit by any person or entity who is subject to the Release described above, in Paragraphs _____, asserting a Released Claim(s) against any of the Released Parties.

30) A copy of this Final Order shall be filed in, and applies to, the Action.

SO ORDERED this ____ day of _____ 2025.

Hon. Edward M. Chen
United States District Judge

Exhibit 8

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

| | |
|---|---|
| RAUL SIQUEIROS, <i>et al.</i> , Plaintiffs, v. GENERAL MOTORS LLC, Defendant. | Case No.: 16-cv-07244-EMC CLASS ACTION Hon. Edward M. Chen [PROPOSED] FINAL JUDGMENT |
|---|---|

On this the ____ day of _____, 2025, it is HEREBY ADJUDGED AND DECREED pursuant to Federal Rules of Civil Procedure 23 and 58, as follows:

(1) On _____, 2025, the Court entered a Final Order Approving Class Settlement and Certifying the Settlement Class (“Final Order”); and

(2) For the reasons stated in the Court’s Final Order, judgment is entered in accordance with the Final Order, and the claims in this Action are dismissed with prejudice, without costs to any party, except as otherwise provided in the Final Order or in the Parties’ Settlement Agreement.

SO ORDERED this ____ day of _____ 2025.

Hon. Edward M. Chen
United States District Judge

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

RAUL SIQUEIROS, *et al.*,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

Case No.: 16-cv-07244-EMC

CLASS ACTION

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT, DIRECTING NOTICE
TO THE CLASSES, AND SCHEDULING
FINAL APPROVAL HEARING**

Hearing Date: May 22, 2025

Time: 1:30 p.m.

Senior District Judge Edward M. Chen
Courtroom 5, 17th Floor

Complaint Filed: December 19, 2016

The Parties to the above-captioned action have agreed to a proposed class action settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the “Settlement” or “Settlement Agreement”).¹ The Parties reached the Settlement through arm’s-length negotiations over a period of approximately four months, and, on January 22, 2025, participated in an all-day in person mediation with Antonio Piazza of Mediated Negotiations, Inc. Under the Settlement Agreement, subject to the terms and conditions therein and subject to final Court approval, the Action will be dismissed with prejudice, and Class Plaintiffs and the Classes will fully, finally, and forever resolve, discharge, and release their claims against the Released Parties in exchange for GM’s agreement to pay the non-reversionary cash Settlement Amount of

¹ Capitalized terms shall have the definitions and meanings accorded to them in the Settlement Agreement.

One Hundred Fifty Million Dollars (\$150,000,000.00) into the Settlement Fund to be distributed to Class Members in accordance with the Settlement Agreement.

The Settlement Agreement has been filed with the Court, and the Plaintiffs have filed an Unopposed Motion for Entry of an Order Preliminarily Approving Class Action Settlement, Directing Notice to the Classes, and Scheduling Final Approval Hearing (the “Motion”). Upon considering the Motion, the Settlement Agreement and related documents and exhibits thereto, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter, the Parties to these proceedings, and members of the Classes; (2) the Classes were previously certified and meet the requirements of Rule 23 of the Federal Rules of Civil Procedure²; (3) the persons and entities identified below should be appointed Class Plaintiffs and Class Counsel; (4) the Settlement is the result of informed, good-faith, arm’s-length negotiations between the Parties and their capable and experienced counsel and is not the result of collusion; (5) the proposed Settlement is fair, reasonable, and adequate and should be preliminarily approved; (6) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Classes; (7) the proposed Notice Plan and proposed forms of notice satisfy Rule 23 and constitutional due process requirements and are reasonably calculated under the circumstances to apprise the Class of: the pendency of the Action, the certification of the Classes, the terms of the Settlement, Class Counsel’s Application For Attorneys’ Fees and Expenses, and Service Awards (“Motion for Attorneys’ Fees and Expenses”), their rights to object to the Settlement, and the process for allocations and distribution of Settlement Payments; (8) good cause exists to schedule and conduct a Final Approval Hearing, pursuant to Rule 23(e), to assist the Court

² All citations to the Rules shall refer to the Federal Rules of Civil Procedure.

in determining whether to grant final approval of the Settlement and issue a Final Approval Order and Judgment, whether to grant Class Counsel's Motion for Attorneys' Fees and Expenses, whether to grant the Class Plaintiffs Service Awards; and (9) the other related matters pertinent to the preliminary approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. The Court has jurisdiction over the subject matter and the Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332.

2. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events or omissions alleged by the Class Plaintiffs occurred in this District.

**Class Certification and
Appointment of Class Plaintiffs and Class Counsel**

3. At the preliminary approval stage, “[i]f the court has already certified a class, the only information ordinarily necessary is whether the proposed settlement calls for any change in the class certified, or of the claims, defenses, or issues regarding which certification was granted.” Fed. R. Civ. P. 23, advisory committee notes to 2018 Amendment. Here, the Court has already certified the California, Idaho, and North Carolina Classes. ECF Nos. 237, 320, and 633. The proposed Settlement does not call for any changes to these Classes, or of the claims, defenses, or issues regarding which certification was granted. Therefore, for the same reasons identified in the Court's certification orders, the certified Classes satisfy adequacy, typicality, numerosity, and commonality under Rule 23(a) and predominance and superiority Rule 23(b)(3). *See, e.g., In re Lyft, Inc. Sec. Litig.*, 2022 WL 17740302, at *3 (N.D. Cal. Dec. 16, 2022) (finding no reason to revisit a prior certification order a preliminary settlement approval where the proposed settlement class was identical to that already certified).

4. The Court finds, for settlement purposes, that the Rule 23 factors are satisfied and

that certification of the Classes is appropriate under Rule 23. The Court, therefore, confirms the following certified Classes for settlement purposes:

All current owners or lessees of a Class Vehicle that was purchased or leased in new condition in the State of California as of May 23, 2022 (the “California Class”).

All current owners or lessees of a Class Vehicle that was purchased or leased from a GM-authorized dealer in the State of Idaho as of May 23, 2022 (the “Idaho Class”).

All current owners or lessees of a Class Vehicle that was purchased or leased in the State of North Carolina as of May 23, 2022 (the “North Carolina Class”).

Excluded from the 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, and his or her spouse; individuals and/or entities who validly and timely opted-out of the previously certified classes following the Notice of Pendency of Class Action issued in this litigation on or about May 23, 2022; and current or former owners of a Class Vehicle who previously released claims in an individual settlement with GM that would otherwise be covered by the Release in this Action.

“Class Vehicles” means all 2011-2014 Chevrolet Avalanche, Silverado, Suburban, and Tahoe, and 2011-2014 GMC Sierra, Yukon, and Yukon XL trucks and SUVs with Generation IV Vortec 5300 LC9 engines manufactured on or after February 10, 2011 and purchased or leased in California, Idaho, or North Carolina. Any vehicle that has already received adequate piston replacement (i.e., upgraded piston rings) under warranty and at no cost is excluded from the definition of Class Vehicle.

5. The Court confirms its appointment of Plaintiffs Gabriel Del Valle, William Davis, Jr., and Garret Tarvin as Class Plaintiffs for the Classes.

6. The Court confirms its appointment of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. and DiCello Levitt, LLP as Class Counsel.

Preliminary Approval of the Settlement

7. Pursuant to Rule 23(e)(2), in order to grant preliminary approval, the Court must find that the proposed Settlement is “fair, reasonable, and adequate” after considering whether:

(A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate—taking into account (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims, if required; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2).

8. Preliminary approval is appropriate where “the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible approval.” *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007).

9. The Court preliminarily approves the Settlement Agreement, including the exhibits, appended to the Motion as fair, reasonable, and adequate under Rule 23(e)(2), after taking into account that the Class Plaintiffs and Class Counsel have adequately represented the Classes; the Settlement was reached in the absence of collusion and is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel; the relief provided is adequate given: (a) the costs, risks and delay of appeal and potential re-trial, (b) the proposed Notice Plan is sufficient to notify the Classes, (c) the terms of the proposed attorney's fees and timing of payment, and (d) the remaining terms of the Settlement Agreement. The Court also finds that the Plaintiffs have submitted sufficient information for the Court to support that Class Notice should be disseminated as “the proposed settlement will likely earn final approval.” *See* Fed R. Civ. P. 23(e) advisory committee's note to 2007 Amendment.

10. The Court further finds that the Settlement, including the exhibits, appended to the Motion is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Classes, as set forth in the Settlement Agreement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant final approval to the Settlement and enter Judgment. *See In re Tableware Antitrust Litig.*, 484 F. Supp. 2d at 1080.

Approval of Notice Plan and Direction to Effectuate the Notice

11. The Court approves the form and content of the notices to be provided to the Classes, substantially in the forms appended as Exhibits 3, 4, and 5 to the Settlement Agreement. The Court further approves the establishment of an internet website for the Settlement. The Court further finds that the Notice Plan, as described in the Declaration of Ryan Aldridge of Eisner Advisory Group, LLC, the proposed Settlement Administrator, is the best practicable notice under the circumstances. The Notice Plan is reasonably calculated under the circumstances to apprise the Classes of the pendency of the Action, the certification of the Settlement Classes, the terms of the Settlement, their rights to object to the Settlement and Class Counsel's Motion for Attorneys' Fees and Expenses, and the request for Service Awards. The notices and Notice Plan constitute sufficient notice to all persons and entities entitled to notice. The notices and Notice Plan satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process. The Court finds that the forms of notice are written in simple terminology, are readily understandable by Class Members and comply with the Federal Judicial Center's illustrative class action notices. The Court orders that the notices be disseminated to the Classes as per the Notice Plan.

12. The Court directs that Eisner Advisory Group, LLC (“EAG”) shall act as the Settlement Administrator.

13. The Settlement Administrator shall implement the Notice Plan, as set forth in the Settlement, using substantially the forms of notice appended as Exhibits 3, 4, and 5 to the Settlement Agreement and approved by this Order. Notice shall be provided to the Class Members pursuant to the Notice Plan and the Settlement Administrator’s declaration (Settlement Agreement, Exhibit 2), as specified in Section VIII of the Settlement Agreement and approved by this Order.

14. The Settlement Administrator shall send the Class Notice, substantially in the form attached to the Settlement Agreement as Exhibits 4 and 5, to Class Members by U.S. Mail, proper postage prepaid to Class Members, and by E-mail, where an email address is available, as identified by data to be provided by GM to the Settlement Administrator or a similar third-party entity. The mailings of Class Notice to the persons and entities identified shall be substantially completed in accordance with the Notice Plan. The Settlement Administrator is hereby ordered to obtain such vehicle registration information from, *inter alia*, the applicable Departments of Motor Vehicles.

15. The Court authorizes the Settlement Administrator, Eisner Advisory Group, LLC, through data aggregators or otherwise, to request, obtain and utilize vehicle registration information from Department of Motor Vehicles for California, Idaho, and North Carolina for the purposes of providing the identity of and contact information for Class Members. Vehicle registration information includes, but is not limited to, owner/lessee name and address information, registration date, year, make and model of the vehicle.

16. The Court directs GM to provide, within seven (7) days of the entry of this

Preliminary Approval Order, to the extent it has not already done so, all Class Vehicle VINs to the Settlement Administrator, or a similar third-party entity, who shall be authorized to use that information to obtain the names and most current addresses of Class Vehicle owners through state agencies.

Final Approval Hearing and Objections

17. The Court directs that a Final Approval Hearing shall be scheduled for _____, 2025 at 1:30 p.m., to assist the Court in determining whether to grant final approval to the Settlement Agreement and enter the Final Approval Order and Judgment, and whether Class Counsel's Motion for Attorneys' Fees and Expenses and request for Service Awards should be granted.

18. All Class Members shall be bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Approval Order and Judgment in the Action, even if he, she, they, or it has litigation pending or subsequently initiates litigation against GM relating to the claims and transactions released in the Action.

19. The Court further directs that any person or entity in the Classes may object, directly or through a lawyer at his, her or its expense, to the Settlement Agreement, the Motion for Attorneys' Fees and Expenses, and/or the requested Service Awards to the Class Plaintiffs. Class Members who wish to object to the Settlement must send their written objections only to the Court. All objections will be scanned into the electronic case docket, and the Parties will receive electronic notices of the filings. Objections shall be mailed to the Clerk of the Court at the following address:

Mark B. Busby, Clerk of the Court
Office of the Clerk
United States District Court
450 Golden Gate Avenue
San Francisco, CA 94102-3489
Re: *Raul Siqueiros, et al. v. General Motors LLC*, No. 3:16-CV-07244-EMC

20. For an objection to be considered by the Court, the objection must be received by the Court on or before the deadline established by the Court and must set forth:

- (a) The case name and number of the Action, *Raul Siqueiros, et al. v. General Motors LLC*, 3:16-CV-07244 (N.D. Cal.);
- (b) The objector's full name, current residential address, mailing address (if different), telephone number, and e-mail address;
- (c) An explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Class Vehicle(s), and whether the Class Vehicle is currently owned or currently leased by the Class Member;
- (d) Whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection;
- (e) Copies of any documents the objector wishes to submit in support;
- (f) The full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement, the request for Attorneys' Fees and Expenses, and/or the requested Service Awards to the Class Plaintiffs;
- (g) A statement of whether the Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel;

- (h) 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;
- (i) 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;
- (j) 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 including the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case. 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; and

- (k) The original handwritten signature and date of signature of the Class Member objecting (an electronic signature or attorney's signature is not sufficient) and the signature of any attorney representing the Class Member objecting in connection with the objection, and the date of the objection.

21. Any objection that fails to satisfy these requirements and any other requirements found in the Long Form Notice shall not be considered by the Court.

Settlement Deadlines

22. The Settlement deadlines are as follows:

| EVENT | DEADLINES |
|--|---|
| Commencement of Class Notice Plan | On the date of entry of the Preliminary Approval Order. |
| GM's Counsel shall provide, to the extent it has not already done so, a list of VINs for the Class Vehicles to the Settlement Administrator | Not later than seven (7) days after entry of the Preliminary Approval Order |
| Class Notice to be Substantially Completed | Thirty (30) days after the issuance of the Preliminary Approval Order |
| Plaintiffs' Motion, Memorandum of Law and Other Materials in Support of their Requested Award of Attorneys' Fees, Reimbursement of Expenses, and Request for Class Plaintiffs' Service Awards to be Filed with the Court | Thirty (30) days after issuance of the Preliminary Approval Order |
| Plaintiffs' Motion, Memoranda of Law, and Other Materials in Support of Final Approval to be Filed with the Court | Thirty (30) days after the issuance of the Preliminary Approval Order |
| Deadline for Receipt by the Clerk of All Objections Mailed by Class Members | Sixty-five (65) days after the issuance of the Preliminary Approval Order |
| Deadline for filing Notice of Intent to Appear at Final Approval Hearing by Class Members and/or their Personal Attorneys | Sixty-five (65) days after the issuance of the Preliminary Approval Order |

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|---|---|
| Deadline for North Carolina Class Members to submit North Carolina Class Member Identification Forms. | Sixty-five (65) days after the issuance of the Preliminary Approval Order |
| Any submission by the Parties concerning Final Approval of Settlement and Responses to any objections | Seventy (70) days after the issuance of the Preliminary Approval Order |
| Settlement Administrator Shall File the Results of the Dissemination of the Notice with the Court | No later than Twenty (20) days before the Final Approval Hearing |
| Final Approval Hearing | August 21, 2025, at 1:30 p.m. - |

Effect of Failure to Approve the Settlement or Termination

23. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Approval Order and Judgment as contemplated in the Settlement, the Final Effective Date does not occur, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

(i) This Settlement Agreement shall be null and void and shall have no force or effect, and no Party to the Settlement Agreement will be bound by any of its terms;

(ii) The Settlement Amount shall be refunded to GM plus interest earned (net of any taxes paid on such interest), and net of all necessary and reasonable Settlement Administration Expenses incurred;

(iii) The Parties will petition the Court to have any stay orders entered pursuant to the Settlement Agreement lifted;

(iv) All of its provisions, and all negotiations, statements, and proceedings relating to the Settlement Agreement will be without prejudice to the rights of GM, Class Plaintiffs, or any Class Member, all of whom will be restored to their respective positions existing immediately before the execution of the Settlement Agreement, except that the Parties will

cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;

(v) GM and Class Plaintiffs on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, and on behalf of the Classes, expressly and affirmatively reserve and do not waive any motions or arguments in support of or against the entry of final judgment on the class action trial verdict, any appeals thereto, and any other motions held in abeyance or otherwise stayed, including, without limitation, Plaintiffs' motions for attorneys' fees (including interest), expenses, and Service Awards;

(vi) Neither the Settlement Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to the Settlement Agreement will be admissible or entered into evidence for any purpose whatsoever; and;

(vii) Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of the Settlement Agreement will be deemed vacated and will be without any force or effect.

Stay/Bar of Other Proceedings

24. Pending the Final Approval Hearing and the Court's decision whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity, shall commence, continue, or prosecute against any of the Releasees (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Agreement. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the Settlement, all Class Members shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Agreement against any of

the Released Parties, and any such Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action against any of the Released Parties as provided for in the Agreement.

General Provisions

25. The terms and provisions of the Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Approval Order and Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits) without further notice to the Classes or approval by the Court if such changes are consistent with the Court's Final Approval Order and Judgment and do not limit the rights of Class Members under the Settlement Agreement.

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

SO ORDERED this ____ day of _____ 2025.

Hon. Edward M. Chen
United States District Judge