

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

MARK D. CHAPMAN, *et al.*,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

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

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

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

Plaintiffs Mark Chapman, Kyle McDuffie, Bryan Joyce, Stacy Wade Sizelove, Kevin Allen Lawson, Holly Reasor, Homero Medina, Jacqueline Bargstedt, Calvin Smith, Nathan Howton, and Trisha Alliss, by and through their counsel (“Class Plaintiffs”), respectfully move the Court for an Order:

1. Granting preliminary approval of the proposed class action Settlement;
2. Authorizing and directing the Parties to retain JND Legal Administration as the Settlement Administrator; and
3. Scheduling a date for the Final Approval Hearing not earlier than one hundred and eighty-five (185) days after Preliminary Approval is granted.

In support of this Motion, Class Plaintiffs have contemporaneously filed a Memorandum of Law, with exhibits thereto.

In accordance with L.R. 7.1(a), counsel for the Class Plaintiffs sought the concurrence of counsel for GM in the relief sought by this Motion on June 7, 2024, and GM consents to this motion.

For the reasons set forth in the Memorandum of Law, Class Plaintiffs respectfully request that the Court grant their Unopposed Motion and enter the accompanying Proposed Order, attached hereto as Exhibit 2.

DATED: June 7, 2024

Respectfully submitted,

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

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**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AND MODIFICATION OF
CLASS CERTIFICATION ORDER**

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QUESTIONS PRESENTED

1. Whether the Parties' proposed Class Action Settlement, as reflected in the Settlement Agreement (attached as Exhibit 1), is fair, reasonable, and adequate and should be preliminarily approved?

Suggested Answer: Yes.

2. Whether the Court should modify its March 31, 2023 Order on Class Certification, to reflect the extended time period of the proposed settlement classes?

Suggested Answer: Yes.

3. Whether the Court should grant preliminary approval of the Parties' proposed Class Action Settlement Agreement when federal policy favors settlement of class actions; the Parties negotiated the proposed settlement at arm's-length and in good faith; and the settlement reflects a fair, adequate, and reasonable resolution to the dispute?

Suggested Answer: Yes.

4. Whether the Court should approve the Parties' proposed notices to Class Members where they fairly and fully apprise the prospective Members of the

Class of the terms proposed in the settlement, the reasons for the settlement, the legal effect of the settlement, and provide Class Members with an opportunity to lodge objections and/or opt out?

Suggested Answer: Yes.

5. Whether the Court should set a date for a fairness hearing to consider any objections to the proposed settlement?

Suggested Answer: Yes.

**STATEMENT OF CONTROLLING OR
MOST IMPORTANT AUTHORITY**

UAW v. Gen. Motors Corp., 497 F.3d 615 (6th Cir. 2007)

In re Telectronics Pacing Sys., Inc., 137 F. Supp. 2d 985 (S.D. Ohio 2001)

In re Cardizem CD Antitrust Litig., 218 F.R.D. 508 (E.D. Mich. 2003)

Daoust v. Maru Rest. LLC, 2019 WL 1055231 (E.D. Mich. Feb. 20, 2019)

In re Packaged Ice Antitrust Litig., 2011 WL 6209188 (E.D. Mich. Dec. 13, 2011)

I. INTRODUCTION

Class Plaintiffs and GM (collectively, the “Parties”) have reached a proposed settlement resolving allegations that certain 2011-2016 GMC and Chevrolet diesel trucks equipped with 6.6L Duramax engines (the “Class Vehicles”) contain defective high-pressure fuel pumps (the “CP4 pump”).¹ Class Plaintiffs allege that the CP4 pump has a fragile and unstable design, which causes metal parts to rub against each other, creating metal shavings that contaminate the fuel system, which can cause catastrophic engine failure (the alleged “CP4 Defect”). Class Plaintiffs further allege that GM knew about the CP4 Defect prior to selling these vehicles to the public, and that it knew the risk of catastrophic engine failure would be material to a reasonable consumer. On March 31, 2023, the Court certified seven state-specific classes on behalf of persons and/or entities who purchased Class Vehicles from GM-authorized dealerships in California, Florida, Illinois, Iowa, New York, Pennsylvania, and Texas. *See Chapman v. Gen. Motors LLC*, 2023 WL 274780, at *21 (E.D. Mich. Mar. 31, 2023). GM denies these allegations and denies that the Class Vehicles are defective.

Over the past nine months, the Parties have participated in two formal mediation sessions with the assistance of experienced mediator Tom McNeill of Tom McNeill ADR, PLLC. The Parties have also engaged in numerous individual discussions with the mediator and several arm’s-length negotiations with each other.

¹ GM discontinued the use of the CP4 pump starting with MY2017.

As a result of these negotiations, Class Plaintiffs have achieved a settlement that will provide substantial relief to the Class. The benefits the Class Members will receive as a result of this Settlement are entirely fair, reasonable, and adequate, especially in light of the substantial risks posed by continued litigation.

Under the terms of the Settlement Agreement, GM will be providing a total payment of \$50 million for the benefit of the Class. As described in detail below, these funds (less costs and attorneys' fees) will be used to compensate Class Members who have paid out of pocket ("OOP") for repairs to their trucks related to the alleged CP4 Defect (the "Repair Group"), and those that allegedly overpaid for their vehicles at the point of sale and no longer own their vehicles (the "Former Owner Group"). Some Class Members identifiable through databases will receive direct payments, with no requirement that they submit a claim. Although the precise amount of OOP payments to each Class Member is not yet known, Class Plaintiffs' expert Ted Stockton estimates \$6,356 for each repair, assuming a 50% claims rate. If the claims rate is 25%, Class Members would receive approximately \$12,712 per repair. *See* Stockton Decl. ¶ 14.

In addition, GM will provide a future limited warranty, for a term of 12 months from the date of Final Approval or until the Class Vehicle reaches 200,000 miles, whichever comes first, to cover 50% of the cost of repair or replacement of a CP4 fuel pump in a Class Vehicle due to a catastrophic fuel pump failure during that term. This

is prospective relief that benefits all current truck owners in the Class and adds value in addition to the \$50 million. *See id.*

Finally, for Class Members who sold their trucks and did not have OOP expenses for an uncovered repair, they are entitled to compensation under the Settlement Agreement for their alleged overpayment. Assuming a claims range rate of 5-10%, the amount of overpayment compensation would be \$400–\$800 per claimant. *See Stockton Decl.* ¶ 16.

Taken together, this is an exceptional result for the Class, which seeks to both compensate truck owners who have already paid for a repair, and provide some peace of mind for current truck owners who are concerned about future pump failures.

The Settlement satisfies all the prerequisites for preliminary approval, and Class Plaintiffs respectfully request that the Court grant preliminary approval of the Settlement and enter the proposed Preliminary Approval Order. Class Plaintiffs also seek to modify the class certification Order to expand the time period of the Settlement Class to the date of the Court-ordered settlement notice.

II. PROCEDURAL HISTORY

Class Plaintiffs' counsel has spent thousands of hours working on this case for over six years. Class Counsel² initially brought suit collectively against GM, Ford Motor Company, FCA US LLC, and Bosch for CP4 fuel pump defect-based claims in

² The Court has appointed Hagens Berman Sobol Shapiro LLP, the Miller Law Firm, and Hilliard Law as counsel for the Class. *See* 2023 WL 2746780, at *8.

three separate jurisdictions (collectively, the “Consolidated CP4 Class Actions”).³ Class Counsel expended significant time and resources (including extensive consultation with automotive engineering experts) to research, craft, and identify details of how the CP4 fuel pump defect manifests in the vehicles. *See* Hilliard Decl. ¶ 5. Class Counsel subsequently dismissed the Actions without prejudice and immediately refiled separate class actions against GM alone in Texas, California, and Florida.⁴ These three cases were ultimately consolidated into *Chapman*, along with *Dawson v. General Motors LLC*, No. 3:19-cv-08680 (D.N.J.), and *Fortmayer v. General Motors LLC*, 2:19-cv-14667 (E.D. La.). *See* ECF No. 33.

On May 22, 2020, Class Plaintiffs filed their Second Amended and Consolidated Class Action Complaint. ECF No. 40. On July 21, 2020, GM filed its motion to dismiss, which the Parties fully briefed by October 6, 2020. ECF Nos. 48, 53, 56. On March 31, 2021, the Court granted in part and denied in part the motion. ECF No. 80 (the “MTD Order”). On July 29, 2021, GM filed a motion for partial reconsideration of the Court’s MTD Order, which the Court denied on November 9, 2021. ECF Nos. 90-92, 100.

On November 10, 2021, Class Plaintiffs filed their initial Motion for Class Certification. ECF Nos. 101-103. Shortly thereafter, however, the parties agreed to formally consolidate the *Click* case into the *Chapman* case, and then refile a motion for class certification incorporating the Texas-based *Click* claims. ECF Nos. 105, 107.

³ *See Berry v. Robert Bosch GMBH*, No. 2:18-cv-00318 (S.D. Tex.), *Hockensmith v. Robert Bosch GMBH*, No. 6:18-cv-01885 (M.D. Fla.), and *Martinez v. Robert Bosch GMBH*, No. 9:18-cv-81500 (S.D. Fla.).

⁴ *See Click v. GM LLC*, No. 2:18-cv-00455 (S.D. Tex.), *Moonan v. GM LLC*, No. 4:18-cv-07054 (N.D. Cal.), and *Ginebra v. GM LLC*, No. 1:18-cv-25209 (S.D. Fla.).

On March 2, 2022, Class Plaintiffs filed an Amended and Consolidated Motion for Class Certification, along with expert reports and accompanying exhibits. ECF Nos. 110-112. The parties also briefed four *Daubert* motions. ECF Nos. 119-122, 124-125, 128-134, 137-139, 142-143, 148-149. On August 5, 2022, the Court held oral arguments on these motions, and ordered supplemental briefing on class certification, which Class Plaintiffs submitted on August 12, 2022. ECF Nos. 151-152, 154.

On March 31, 2023, the Court issued its Order Denying Motions to Exclude Expert Witness Testimony (the “*Daubert* Order”), and issued its Order Granting and Denying in Part Plaintiffs’ Motion for Class Certification (the “Class Certification Order”) the same day. ECF No. 169 (*Daubert*), *Chapman v. Gen. Motors LLC*, 2023 WL 274780 (E.D. Mich. Mar. 31, 2023) (class certification). The Court certified seven state-specific Classes: California, Florida, Illinois, Iowa, New York, Pennsylvania, and Texas. 2023 WL 2746780, at *21-22.

On April 14, 2023, GM moved to reconsider the Court’s Class Certification Order, and filed a motion to certify the Court’s *Daubert* Order for interlocutory appeal (“GM’s interlocutory appeal motion”). ECF Nos. 171-172. On June 6, 2023, the Court issued an Order Denying in Part and Granting in Part GM’s motion for reconsideration, and separately issued an Order denying GM’s interlocutory appeal motion. ECF Nos. 178, 179.

On June 20, 2023, GM filed its Petition for Permission to Appeal Pursuant to Rule 23(f) (“GM’s Sixth Circuit Petition”) with the Sixth Circuit Court of Appeals.⁵

⁵ See *In re: Gen. Motors LLC*, No. 23-0106 (6th Cir. 2023), Doc. 1 (June 20, 2023).

Class Plaintiffs filed their Answer on July 5, 2023, and GM filed a motion for leave to file a reply on July 14, 2023. *Id.* at Docs. 12-14. GM’s Sixth Circuit Petition remains pending. On November 1, 2023, GM filed an emergency stay motion pending appeal. ECF No. 195. The Court denied the motion. ECF Nos. 197, 198, 204.

On November 7, 2023, GM filed its motion for partial summary judgment as to the Class claims. ECF Nos. 200-201. Class Plaintiffs filed their opposition and exhibits in support on December 22, 2023,⁶ and GM filed its reply on January 25, 2024. ECF Nos. 208-210, 214-216. That motion remains pending.

III. FACTUAL BACKGROUND

Class Plaintiffs allege that Class Vehicles⁷ contain a CP4 high-pressure fuel injection pump. The CP4’s highly stressed and fragile design causes metal shavings to disperse throughout the vehicle’s fuel system from the first fueling. ¶¶ 2, 4,⁸ PageID.3391-3392. This disintegration process ultimately leads to catastrophic failure of fuel and engine systems, including while the vehicle is in motion, causing sudden loss of engine power. *E.g.*, ¶ 4, PageID.3392. Even though GM knew before it manufactured the Class Vehicles that the CP4 pump was particularly incompatible with U.S. diesel-fuel standards, GM chose the European-designed fuel pump for its 2010-2016 6.6L V8 Duramax diesel engine vehicles. ¶¶ 2, 122, PageID.3391, 3478-

⁶ *See id.* at ECF Nos. 208-210.

⁷ The “Class Vehicles” consist of 2010-2016 model year GM-manufactured diesel-fueled automobiles equipped with a 6.6L V8 Duramax LML engines or LGH engines equipped with a CP4 fuel injection pump as specifically outlined in the SAC. ¶ 111, PageID.3470-3471.

⁸ All “¶” references are to Plaintiffs’ Second Amended Complaint (“SAC”) (ECF No. 40).

3479. Class Plaintiffs allege that they and all Class Members paid a premium for their diesel vehicles, and were harmed by being sold vehicles with a defective fuel injection pump that is substandard for U.S. diesel fuel. *E.g.*, ¶¶ 10, 16, PageID.3395, 3499.

Class Plaintiffs allege that the fuel-pump failures cause engine shutdowns, often while the vehicles are moving, with many drivers reporting trucks stalling at highway speeds. *E.g.*, ¶¶ 14, 100, 197, PageID.3396-3397, 3463, 3521. Plaintiffs allege GM then charges consumers \$10,000 to fix it, when it allegedly knows that “any such repair is futile because it will not actually fix the issue so long as the vehicle is being filled with U.S. diesel.” ¶ 3, PageID.3391. Plaintiffs allege GM knew of the defect and of the alleged safety hazards it imposed, rendering GM legally obligated to disclose the defect to customers. *E.g.*, ¶¶ 189-91, PageID.3516-3518. By allegedly actively concealing the defect, Plaintiffs allege GM injured Class Plaintiffs and other Class Members, and incurred liability under all states’ statutory fraud counts and engaged in common-law fraud. GM denies the allegations.

IV. THE SETTLEMENT AGREEMENT AND TERMS

A. The Settling Classes

The Settlement Agreement was reached on behalf of the following Classes (collectively, the “Settlement Class Members” and the “Certified States”):

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

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

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

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

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

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

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

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

The Settlement provides substantial relief to the Class. As detailed below, it includes a significant fund to pay individuals who have had out-of-pocket repair costs, to former Class Vehicle owners, and a 12-month new warranty for repairs performed at GM-authorized dealerships related to the CP4 Defect for all Class Members. The Settlement also includes direct notice of the settlement benefits and the rights of Class Members.

B. Relief And Settlement Consideration

1. Future warranty coverage and payment for repairs.

All current Settlement Class Members who still own their trucks will receive prospective future warranty coverage for repairs performed at GM-authorized dealerships on the CP4 fuel pump and related components, at 50% coverage (the “Future Reimbursement Program”). *See* Class Action Settlement Agreement (“SA”) (attached hereto as Ex.1), at ¶ 3.5. This extended warranty coverage will run with the vehicles regarding of ownership, for up to 12 months, from the date of Final Approval, or 200,000 miles from original sale (whichever comes first). *See id.* ¶¶ 3.5-3.6. Pursuant to the Agreement, claims under the Future Reimbursement Program will be submitted to and administered by JND. *Id.* ¶ 3.7. Class Members who submit valid and timely claim forms to JND will receive 50% reimbursement for repairs or replacements incurred during the Future Warranty Coverage and Reimbursement Program time period. *See id.* ¶¶ 3.8-3.9.

This is a substantial benefit for the Class, as it provides some peace of mind for current Class Vehicle owners who are concerned about a pump failure in the future. This future warranty applies to all Class Vehicles, including the earliest year models, which means that Class Vehicle owners who for years have not had warranty coverage will be eligible for an additional 12 months of warranty.

2. Establishment of common fund

a. Overview

The Settlement provides for a non-reversionary fund of \$50 million, which includes costs and attorneys' fees. The maximum amount of attorneys' fees, costs, and expenses that Class Counsel will seek is \$15 million, which is 30% of the settlement amount and does not account for the value of future repairs paid for under this settlement. Of the remaining \$35 million, \$30 million will be allocated to compensate the Repair Group, and \$5 million to compensate the Former Owner Group.

b. Payments to Repair Group.

Class Plaintiffs' expert Ted Stockton estimates that there are approximately 9,400 trucks that (i) were purchased from a GM dealership (either used or new) from the Certified States; (ii) experienced a catastrophic engine failure due to the CP4 Defect; and (iii) for which truck owners had to pay out of pocket for repair, either because the repairs were not covered under warranty or the trucks were out of warranty. *See* Stockton Decl. ¶¶ 8-9. With \$30 million in funds, if the claims and

direct payment rate is 50%, the payments would be approximately \$6,356 per repair, and if the claims rate is 25%, the payments would be approximately \$12,712. *Id.* ¶ 14. This is a substantial benefit for the class, as Mr. Stockton previously calculated the average cost of repair as \$9,551. *See id.* ¶ 12. Repair Class Members will receive payments through a two-step process, as detailed below.

First, Class Members that are easily identifiable will be paid directly.⁹ Class Plaintiffs, through JND, intend to use GM's own records, DMV records, and commercial databases to identify individuals who have paid out of pocket for a CP4 repair.¹⁰ This first step will reach some, but not all, Class Members because a substantial portion of the Class had repairs done at third party repair shops, not at GM dealerships. This process also will not identify people who currently have a different address than at the time of purchase and repair.

Second, for Class Members who will not receive a direct payment in the first step, JND will conduct a notice campaign, with claim forms for Class Members to

⁹ Direct payments to class members are generally regarded as particularly beneficial to the class. *See, e.g., Bowling v. Pfizer*, 144 F. Supp. 3d. 945, 957 (S.D. Ohio Nov. 16, 2015).

¹⁰ *See* Declaration of Gina M. Interpido-Bowden re: Settlement Notice Plan & Plan of Allocation ("JND Decl.") ¶¶ 47-55. More specifically, the Claims Administrator will cross-reference GM's records that identify CP4 repairs by VIN number, against (1) an S&P database of vehicles purchasers and (2) DMV registration records. *Id.* ¶ 21.

complete and submit. JND will then pay out a pro rata share to direct payees and successful claimants for *each* qualifying repair. *See* JND Decl. ¶ 50-51.¹¹

c. Payments to Former Owner Group.

For the remaining Class Members in the Former Owner Group, JND will use \$5 million in funds to compensate the Former Owner Group using a claims-based system. Mr. Stockton estimates that there are approximately 125,000 trucks in this group. The payments based on varying claims rates are as follows (*see* Stockton Decl. ¶¶ 14, 16):

- 5% claimant rate = 6,250 claimants. $\$5\text{M}/6,250 = \800 per claimant.
- 7% claimant rate = 8,750 claimants. $\$5\text{M}/8,750 = \570 per claimant.
- 10% claimant rate = 12,500 claimants. $\$5\text{M}/12,500 = \400 per claimant.

Class Plaintiffs' conjoint expert estimated an overpayment amount of \$4,760. *See* 3/2/22 Edgar Rep., ECF No. 111-1, at 84 (Table 13-5); 3/2/22 Weir Rep., ECF No. 111-32, at Ex. 3. As a result, the overpayment amounts would range from 8.5% to 17% of the experts' overpayment calculations, which is appropriate for this case. First, there is a substantial risk that Plaintiffs could win at trial, receive a monetary judgment for the Repair Group, but receive nothing for the Former Owner Group. Just in the last six months, there have been two cases where juries found FCA liable

¹¹ In other words, if a truck owner had two repairs not covered by warranty, he or she would receive twice the amount as a truck owner with only one uncovered repair.

but awarded no damages.¹² This result drives up the costs and expenses for the class, and obtains nothing in return. Second, the Repair Group has paid thousands of dollars out of pocket for the repair. From an equitable perspective, they should receive more proportionately than the Former Owner Group.

C. Release of claims

In exchange for the above relief, Class Plaintiffs and the Settlement Class will release GM from liability for all claims arising out of this litigation and the facts or circumstances that were or could have been alleged in the litigation. *See* SA ¶ 2.24; *id.* § (VII). However, the Settlement Agreement does not release claims for death, personal injuries, damage to tangible property other than a Class Vehicle, or subrogation. *Id.* ¶ 7.2.

D. Settlement notice and right to opt out

Following the Court granting preliminary approval of the Settlement, JND will provide by direct U.S. mail, *and* by email, to all reasonably identifiable Class Members: a copy of the Short Form (“Postcard”) Notice attached as Exhibit D to the Settlement Agreement. *See id.* ¶¶ 5.3, 5.5; *see also* Ex. D to Settlement Agreement. JND will also set up and maintain a Settlement Website where Class Members can

¹² *See* Law360, *Fla. Jury Awards No Damages in Chrysler Headrest Trial* (Feb. 13, 2024), *available at* <https://www.law360.com/articles/1792004>; Law360, *Fiat Chrysler Avoids Damages in Faulty Headrest Class Action* (Nov. 14, 2023) (Mass.), *available at* <https://www.law360.com/articles/1766430/fiat-chrysler-avoids-damages-in-faulty-headrest-class-action>

access the Long Form Notice, as well as a copy of the Settlement Agreement, the operative complaint, GM's answer to the operative complaint, and additional information about the Action and Settlement. *Id.* ¶ 5.5. Both the Short Form and Long Form Notice will include the address of the Settlement Website, as well as a toll-free number for an interactive voice recording service that allows Class Members to leave a request for a paper copy of the Long-Form Notice.

Any Class Member may make a request for exclusion from the Class Settlement by submitting a request in writing as set forth in the Notice. *See id.* ¶ 9.2. The deadline for submitting such request will be specified in the Court's preliminary approval order. *Id.* ¶ 9.3. Any request for exclusion shall (i) state the Class Member's full name and current address; (ii) provide the model year and Vehicle Identification Number ("VIN") of his/her/its Class Vehicle(s) and the approximate date(s) of purchase; and (iii) specifically and clearly state his/her/its desire to be excluded from the Settlement and from the Class. *Id.* ¶ 9.4.

JND shall report the names of all Class Members who have submitted a request for exclusion to the Parties on a weekly basis, beginning 30 days after the Notice Date. *Id.* ¶ 9.7. Any Class Member who previously opted-out of the certified Classes is not eligible to participate in the settlement.

E. Class Counsel fees and expenses and Class Representatives' service awards

Class Plaintiffs intend to file a motion for attorneys' fees and expenses prior to the final approval hearing. The Parties have agreed that Class Counsel may apply to the Court for attorneys' fees and expenses, inclusive of costs, for an amount not to exceed \$15,000,000. *Id.* ¶ 6.1. GM has agreed not to oppose a request up to this amount. *Id.* Further, the Parties have agreed GM will separately pay Service Awards of \$5,000 to each of the Class Representatives. *Id.* ¶ 6.2.

V. THE COURT SHOULD MODIFY THE CERTIFIED CLASSES TO CONFORM TO THE SETTLEMENT AGREEMENT

The Parties respectfully ask the Court to modify for purposes of settlement the class definitions certified in the Class Certification Order to conform to the time period negotiated by the Parties. The certified Classes presently cover persons or entities who purchased the Class Vehicles from March 1, 2010 “to the date of the Court-ordered notice” of the state Classes, which was June 29, 2023. 2023 WL 274780, at *21 (E.D. Mich. Mar. 31, 2023); *see also* ECF No. 186 (directing Class notice). The Parties have agreed to extend the class period for the Settlement Class to “the date of the Court-ordered settlement notice,” which will likely be in December 2024 at the earliest.

Plaintiffs submit that there is good cause for modifying the previously certified class definitions because all of the Rule 23 factors that supported the Court’s initial Order apply equally to the proposed Settlement Class:

Numerosity (Rule 23(a)(1)): The numerosity requirement is met because the additional time period will only result in *more* Class Members, as additional Class Vehicle owners continue to pay out of pocket for a CP4 repair. *See* 2023 WL 274780, at *6 (numerosity met).

Commonality (Rule 23(a)(2)): The same common questions of law and fact cited by the Court are applicable to the Settlement Class, including “whether the CP4 pump rendered the class vehicles fundamentally unfit for use, whether GM knew of the defect, and whether GM withheld its knowledge of the defect from consumers.” *Id.* at *6.

Typicality (Rule 23(a)(3)): The Class Members’ interests continue to be aligned with the interests of the absent Class Members in part because the Settlement Class maintains the limitation that the vehicles are purchased from GM dealerships, and “each [class representative] asserts that there were no disclosures to them of the alleged defect.” *Id.* at *7.

Adequacy (Rule 23(a)(4)): Class Representatives are adequate because, as this Court held, they “have vigorously pursued the interests of absent class members, including participating in discovery and sitting for depositions.” *Id.* at *8. They also

“seek the same relief in the form of either recovery of repair costs [or] compensation for alleged overpayment for defective cars as the point of sale.” *Id.*

Predominance (Rule 23(b)(3)): The Court noted that the predominance factor requires “a showing that *questions* common to the class predominate, not that those questions will be answered, on the merits, in favor of the class.”¹³ Those same questions exist for the Settlement Class.

Class Plaintiffs accordingly request that the class definitions certified in the Class Certification Order be modified and extended to the “date of Court-ordered settlement notice.” GM consents to this conditional modification solely for the purpose of settlement.

VI. THE PROPOSED SETTLEMENT SATISFIES THE STANDARD FOR PRELIMINARY APPROVAL

Federal Rule of Civil Procedure 23(e) governs the settlement of class actions. *See* Fed. R. Civ. P. 23(e); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 617 (1997). Under Rule 23(e), a class settlement must be “fair, reasonable, and adequate.” *UAW v. Gen. Motors Corp.*, 497 F.3d 615, 631 (6th Cir. 2007) (citing *Granada Inv., Inc. v. DWG Corp.*, 962 F.2d 1203, 1205 (6th Cir.1992); *Williams v. Vukovich*, 720 F.2d 909, 922-23 (6th Cir. 1983)). The Sixth Circuit has recognized that “the law generally favors and encourages the settlement of class actions.” *Franks v. Kroger Co.*, 649 F.2d

¹³ *Id.* (citing *Amgen Inc. v. Conn. Ret. Plans & Tr. Funds*, 568 U.S. 455, 459 (2013)) (emphasis in original).

1216, 1224 (6th Cir. 1981); *UAW*, 497 F.3d at 632 (“[W]e must consider—the federal policy favoring settlement of class actions[.]”); *Griffin v. Flagstar Bancorp, Inc.*, 2013 WL 6511860, at *2 (E.D. Mich. Dec. 12, 2013) (“The Sixth Circuit and courts in this district have recognized that the law favors the settlement of class action lawsuits.”).

The Sixth Circuit relies on seven factors in evaluating class action settlements: (1) the risk of fraud or collusion; (2) the complexity, expense and likely duration of the litigation; (3) the amount of discovery engaged in by the parties; (4) the likelihood of success on the merits; (5) the opinions of class counsel and class representatives; (6) fairness to absent class members; and (7) the public interest. *UAW*, 497 F.3d at 626; *see also Williams*, 720 F.2d at 922-23. In considering these factors, courts apply a “strong presumption” in favor of finding a settlement to be fair.¹⁴ As set forth below, the seven-factor standard supports approval of the Settlement Agreement.

A. There is no Fraud or Collusion

The Parties were all represented by experienced counsel. Class Counsel have significant experience litigating numerous consumer class actions, including automotive defect cases. *See* Berman Dec. ¶ 2; Hilliard Dec. ¶ 2. The Settlement Agreement was achieved only after arm’s-length and good faith negotiations between

¹⁴ *In re Telectronics Pacing Sys., Inc.*, 137 F. Supp. 2d 985, 1008 (S.D. Ohio 2001) (“Being a preferred means of dispute resolution, there is a strong presumption by courts in favor of settlement.”); *see also Bautista v. Twin Lakes Farms, Inc.*, 2007 WL 329162, at *5 (W.D. Mich. Jan. 31, 2007); *Robinson v. Ford Motor Co.*, 2005 WL 5253339, at *4 (S.D. Ohio June 15, 2005).

the Parties with Detroit-based mediator Tom McNeill. As such, there is no indication of fraud or collusion. Berman Decl. ¶ 5; *In re Telectronics Pacing*, 137 F. Supp. 2d at 1018 (citing NEWBERG ON CLASS ACTIONS § 11.51 (3d ed. 1992)) (“Courts respect the integrity of counsel and presume the absence of fraud or collusion in negotiating the settlement, unless evidence to the contrary is offered.”).

B. The Complexity, Expense, And Likely Duration of The Litigation Favor Approval

The Settlement in this action comes at an appropriate time, given that the Court has granted class certification as to seven states; summary judgment has been fully briefed (but not yet decided); and GM’s Rule 23(f) Petition remains pending in the Sixth Circuit. This Settlement also avoids the risk and costs of an eventual trial in this case, which would hinge on complex issues involving the CP4 Defect, GM’s knowledge of the defect, and the robustness of its testing procedures, among other issues.

Even if Class Plaintiffs prevailed at trial, it could be years before any Settlement Class Member received any benefit in light of the likely post-trial motions and appeals to follow; GM obviously has been aggressive in litigating all issues in this case. *See supra* § II. In contrast, the Settlement provides substantial relief to Class Members in a prompt and efficient manner. “Whatever the relative merits of the parties’ positions, there is no such thing as risk-free, expense-free litigation.” *IUE-CWA v. Gen. Motors Corp.*, 238 F.R.D. 583, 596 (E.D. Mich. 2006).

C. The Amount of Discovery Engaged in by The Parties Favors Approval

The Parties have engaged in substantial discovery. From approximately June 2019 through July 2023, the Parties have collectively exchanged more than 145 sets of discovery requests and responses; produced and reviewed more than 44,500 documents; conducted 15 class representative vehicle inspections; conducted 30 depositions; and produced 21 expert reports, including 17 Plaintiffs' expert reports and four GM expert reports, totaling more than 870 substantive pages in length. *See* Berman Decl. ¶ 3. Based on this discovery, the Parties have a good understanding of the respective strengths, weaknesses, and risks of continued litigation.

D. The Likelihood of Success on The Merits Favors Approval

When evaluating the reasonableness of a class action settlement, courts consider “the risks, expense, and delay Plaintiffs would face if they continued to prosecute this complex litigation through trial and appeal and weighs those factors against the amount of recovery provided to the Class in the Proposed Settlement.” *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 523 (E.D. Mich. 2003). A settlement is generally viewed favorably because it “avoids the costs, delays, and multitudes of other problems associated with them.” *See In re Telectronics Pacing*, 137 F. Supp. 2d at 1013 (citation and internal quotation marks omitted).

Here, but for the Settlement, the litigation would largely continue to be contested, and counsel for all Parties were committed to litigate this case through trial and beyond, as necessary. Accordingly, there are substantial risks and costs if this

action were to proceed. While Class Counsel believes that the Class Plaintiffs and Class would ultimately prevail at trial, Class Counsel recognizes that ultimate success is not assured and believes that, when considering the risks of proving both liability and recoverable damages—and surviving appeal—the Settlement is unquestionably fair, adequate, and reasonable. *See, e.g., In re Packaged Ice Antitrust Litig.*, 2011 WL 6209188, at *11 (E.D. Mich. Dec. 13, 2011) (while plaintiffs may “remain optimistic about their ultimate chance of success . . . there is always a risk that Defendants could prevail with respect certain legal or factual issues,” which weighs in favor of approval of settlement). Avoiding unnecessary expense of time and resources clearly benefits all parties and the Court. *See UAW v. Ford Motor Co.*, 2006 WL 1984363, at *24 (E.D. Mich. July 13, 2006) (“The costs and uncertainty of lengthy and complex litigation weigh in favor of settlement.”).

E. Experience And Class Counsel’s Opinions Favor Approval

In considering approval of a proposed settlement, “[t]he Court should also consider the judgment of counsel and the presence of good faith bargaining between the contending parties.” *Rankin v. Rots*, 2006 WL 1876538, at *3 (E.D. Mich. June 27, 2006). Class Counsel here have extensive experience in handling complex mass torts and class action cases, including automotive defect cases like at issue here (as discussed below). Class Counsel have thoroughly investigated and analyzed the claims alleged in this action and made informed judgments regarding the Settlement

and believe it is fair, reasonable, and adequate. Class Counsel also engaged in good-faith bargaining overseen by an experienced mediator. This further weighs in support of preliminary approval.

F. The Settlement is Fair to Absent Class Members

This factor evaluates whether the settlement “appears to be the result of arm’s length negotiations between the parties and fairly resolves all claims which were, or could have been asserted.” *In re Rio Hair Naturalizer Prods. Liab. Litig.*, 1996 WL 780512, at *14 (E.D. Mich. Dec. 20, 1996) (internal citation omitted). As set forth above, the Settlement Agreement was reached only after multiple arm’s-length mediation sessions and extensive settlement discussions over the course of nine months. Berman Decl. ¶ 5. The resulting Settlement Agreement provides fair terms to all Settlement Class Members. Moreover, the release in this case extends only to claims that were or could have been asserted in this case and thus there is no risk of unfairness to absent Class Members. All named class representatives support the settlement. *See* Berman Decl. ¶ 4; Hilliard Decl. ¶¶ 3-4.

G. The Settlement is Consistent with the Public Interest

Finally, the Court considers whether the settlement is consistent with the public interest. “[T]here is a strong public interest in encouraging settlement of complex litigation and class action suits because they are ‘notoriously difficult and unpredictable’ and settlement conserves judicial resources.” *In re Cardizem CD*, 218

F.R.D. at 530 (quoting *Granada Inv., Inc.*, 962 F.2d at 1205). Here, it is clearly in the public interest to approve this Settlement. The Settlement provides extensive benefits, including payments to Class Members who have paid out of pocket for repairs, and a 12-month new warranty on the CP4 pump. It further resolves the claims of the Class, eliminates the risk of non-recovery on behalf of the Class, provides certainty to GM, and eases the burden of the Court's resources.

VII. THE FORM AND MANNER OF NOTICE ARE PROPER

The manner in which the Class Notice is disseminated, as well as its content, must satisfy Rule 23(e)(1) (governing settlement notice) and due process. *See Daoust v. Maru Rest. LLC*, 2019 WL 1055231, at *2 (E.D. Mich. Feb. 20, 2019). Class Plaintiffs adequately satisfy these requirements. Rule 23(e) requires that notice of a proposed settlement be provided to class members. Fed. R. Civ. P. 23. Notice satisfies the Rule when it adequately puts Settlement Class Members on notice of the proposed settlement and “describes the terms of the settlement, informs the classes about the allocation of attorneys’ fees, and provides specific information regarding the date, time, and place of the final approval hearing.” *Daoust*, 2019 WL 1055231, at *2.

Here, following the Court granting preliminary approval of the Settlement, JND will provide all Class Members with a Short Form Notice substantially in the form attached as Exhibit D to the Settlement Agreement, and will further provide Class Members with access to the Long Form Notice, and the Settlement Fund and

Reimbursement Program Claim Forms. *See supra* § (IV)(D); *see also* SA at Exs. A-C. JND will also set up and maintain a Settlement Website where Class Members can access the aforementioned documents, as well as a copy of the Settlement Agreement, the operative complaint, and additional information about the Action and Settlement. *Id.* ¶ 5.5. The Notice will include the address of the Settlement Website, as well as a toll-free number for an interactive voice recording service that allows Class Members to leave requests or questions. *Id.* ¶ 5.6.

The proposed notice plan satisfies all of Rule 23's requirements. The language of the Class Notice was drafted and agreed to by the Parties and is written in plain, simple terminology, including: (1) a description of the Settlement Class; (2) a description of the claims asserted in the action; (3) a description of the Settlement and release of claims; (4) the deadlines for requesting exclusion; (5) the identity of Class Counsel for the Settlement Class; (6) the Final Approval Hearing date; (7) an explanation of eligibility for appearing at the Final Approval Hearing; and (8) the deadline for objecting to the Settlement. *See* SA at Exs. C and D. The Class Notice thus allows Settlement Class Members to make an informed and intelligent decision on whether to exclude themselves or object to the Settlement. In addition, pursuant to Rule 23(h), the proposed Class Notice sets forth the maximum amount of Attorneys' Fees and Expenses and Case Contribution Awards that may be sought.

The dissemination of the Class Notice also satisfies all requirements. JND will mail and email the Short Form notice to the last known address of each potential member of the Settlement Class, which will be checked and updated via the National Change of Address database. *See* SA ¶ 5.3. The Short Form Notice provides access to the Long Form Notice and applicable claim forms. If any Class Notice is returned as undeliverable, JND shall perform a reasonable search for a more current address and re-send the Class Notice. *Id.* Accordingly, the proposed Class Notice complies with the standards of fairness, completeness, and neutrality required of a settlement class notice disseminated under authority of the Court.

VIII. CONCLUSION

For the foregoing reasons, Class Plaintiffs respectfully request that the Court: (1) grant preliminary approval of the Settlement as fair, reasonable, and adequate, and in the best interest of the Class Members; (2) modify the class definitions in the Court's March 31, 2023 class certification Order to expand the time period for the Settlement Classes through the date of Court-ordered settlement notice; (3) approve the form and content of, and direct the distribution of, the proposed Class Notice and accompanying Settlement Fund Claim Form and Reimbursement Program Claim Form; (4) authorize and direct the Parties to retain JND Legal Administrative as Settlement Administrator; and (5) schedule a Final Approval Hearing not earlier than 185 days after Preliminary Approval is granted.

DATED: June 7, 2024

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on June 7, 2024, the foregoing was electronically filed with the Clerk of Court using the CM/ECF system, which will send notification of such filing to counsel of record.

By: /s/ Steve W. Berman
Steve W. Berman

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

MARK D. CHAPMAN, *et al.*,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

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

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

INDEX OF EXHIBITS

1	Settlement Agreement
2	Proposed Order

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT

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

I. RECITALS

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

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

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

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

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

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

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

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

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

WHEREAS, after carefully considering the facts and applicable law and the risks, expense, and uncertainty of continued litigation, and after having engaged in extensive negotiations, the Parties agree that it is in their mutual best interests to resolve the claims in this Action related to the Class Vehicles on behalf of the Class Plaintiffs and the Class (as defined below) on fair, reasonable, and adequate terms as set forth in this Settlement Agreement;

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

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

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

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

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

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

II. DEFINITIONS

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

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

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

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

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

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

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

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

2.7 “Class” or “Settlement Class” means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. SETTLEMENT CONSIDERATION

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

A. Settlement Payment.

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

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

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

B. Future Warranty Coverage and Repair Reimbursement Program.

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

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

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

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

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

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

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

3.9 The terms of the Reimbursement Program are as follows:

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

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

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

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

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

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

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

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

IV. SETTLEMENT FUND

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

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

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

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

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

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

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

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

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

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

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

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

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

V. NOTICE TO THE CLASS

A. CAFA Notice.

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

B. Notice Deadline.

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

C. Individual Class Notice Methods.

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

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

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

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

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

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

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

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

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

VI. ATTORNEYS' FEES AND SERVICE PAYMENTS

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

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

VII. MUTUAL RELEASE

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

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

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

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

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

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

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

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

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

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

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

VIII. SETTLEMENT APPROVAL PROCESS

A. **Intention to Complete Settlement.**

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

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

B. **Preliminary Court Approval.**

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

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

C. Final Court Approval.

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

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

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

IX. REQUESTS FOR EXCLUSION

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

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

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

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

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

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

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

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

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

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

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

X. OBJECTIONS

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

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

will be called to testify in support of the objection; and (ix) the signature of the Class Member objecting, in addition to the signature of any attorney representing the Class Member objecting in connection with the objection, and the date of the objection. In addition, any Class Member objecting to the Settlement shall provide a list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five (5) years. If the Class Member or his or her counsel has not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection.

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

10.4 The Parties will request that the Court enter an order providing that the filing of an objection allows Class Counsel or GM's Counsel to notice such objecting person for and take his, her, or its deposition consistent with the Federal Rules of

Civil Procedure at an agreed-upon location, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to make himself/herself/itself available for a deposition or comply with expedited discovery requests may result in the Court striking the objection and otherwise denying that person the opportunity to be heard. The Court may tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or made for improper purpose.

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

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

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

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

XI. MISCELLANEOUS

A. Choice of Law.

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

B. Not Evidence.

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

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

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

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

C. Headings.

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

D. Effect of Exhibits.

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

E. Entire Agreement.

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

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

F. Counterparts.

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

G. Arm's-Length Negotiations.

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

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

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

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

H. Public Statements.

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

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

I. Good Faith.

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

J. Continuing Jurisdiction.

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

K. Extensions of Time.

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

L. Service of Notice.

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

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

As to Plaintiffs:

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

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

As to General Motors LLC:

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

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

Dated: June 7, 2024

HAGENS BERMAN SOBOL SHAPIRO, LLP

By: 

THE MILLER LAW FIRM, PC

By: 

HILLARD LAW

By: _____

GIBBS LAW GROUP LLP

By: _____

Class Counsel for Plaintiffs and the Settlement Class

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

Dated: June ____, 2024

By: _____

THE MILLER LAW FIRM, PC

By: _____

HILLIARD LAW

By: _____

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

GIBBS LAW GROUP LLP

By: _____

Class Counsel for Plaintiffs and the Settlement Class

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

Dated: June __, 2024

By: _____

THE MILLER LAW FIRM, PC

By: _____

HILLARD LAW

By: _____

GIBBS LAW GROUP LLP

By:  _____

Class Counsel for Plaintiffs and the Settlement Class

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

Dated: June __, 2024

By: _____

THE MILLER LAW FIRM, PC

By: _____

HILLARD LAW

By: _____

GIBBS LAW GROUP LLP

By: _____

Class Counsel for Plaintiffs and the Settlement Class

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

Dated: June 7, 2024

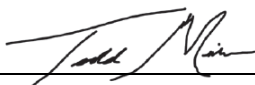
By:  _____

Exhibit A

CLAIM FORM INSTRUCTIONS

GM Fuel Pump Settlement

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

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

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

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

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

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

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

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

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

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

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

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

CLAIM FORM

GM Fuel Pump Settlement

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

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

I. VEHICLE OWNER INFORMATION

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

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

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

II. VEHICLE & REPAIR INFORMATION

1. Vehicle Identification Number (VIN)

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

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

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

CLAIM FORM
GM Fuel Pump Settlement

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

Yes / No*

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

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

Yes / No

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

Yes / No*

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

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

a. Repair 1 Date: _____ / Amount Paid: _____

b. Repair 2 Date: _____ / Amount Paid: _____

c. Repair 3 Date: _____ / Amount Paid: _____

d. Repair 4 Date: _____ / Amount Paid: _____

e. Repair 5 Date: _____ / Amount Paid: _____

III. PAYMENT METHOD

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

Virtual Debit Card Virtual Debit Card Email: _____

PayPal PayPal Email: _____

Venmo Venmo Phone Number: _____

Paper Check by Mail

IV. CERTIFICATION

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

Signature

Date - -

Printed Name

Exhibit B

REIMBURSEMENT REQUEST FORM INSTRUCTIONS

GM Fuel Pump Settlement

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

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

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

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

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

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

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

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

REIMBURSEMENT REQUEST FORM

GM Fuel Pump Settlement

I. VEHICLE OWNER INFORMATION

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

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

II. VEHICLE & REPAIR INFORMATION

Vehicle Identification Number (VIN)

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

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

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

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

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

REIMBURSEMENT REQUEST FORM

GM Fuel Pump Settlement

III. PAYMENT METHOD

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

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

IV. CERTIFICATION

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

Signature

Date - -

Printed Name

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

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

Exhibit C

NOTICE OF CLASS SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

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

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

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

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

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

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

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BASIC INFORMATION

1. Why did I receive a notice?

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

2. What is this lawsuit about?

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

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

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

3. Why is there a settlement?

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

WHO IS INCLUDED?

4. Am I part of the Settlement Class?

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

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

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

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

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

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

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

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

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

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

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

7. How do I get a cash payment?

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

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

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

8. How much money will I receive?

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

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

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

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

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

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

9. When will I get paid?

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

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

10. What does the Reimbursement Program cover?

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

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

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

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

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

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

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

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

12. When will I get paid my reimbursement?

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

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

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

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

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

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

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

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

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

I WANT OUT—EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I get out of the Settlement?

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

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

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

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

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

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

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

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

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

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

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

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

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

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

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

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

20. How will the lawyers be paid?

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

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

21. Will the Settlement Class Representatives receive service payments?

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

OBJECTING TO THE SETTLEMENT

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

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

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

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

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

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

23. What is the difference between objecting and excluding?

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

FINAL APPROVAL HEARING

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

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

25. Do I have to come to the hearing?

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

26. Can I speak at the hearing?

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

IF YOU DO NOTHING

27. What happens if I do nothing at all?

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

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

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

ADDITIONAL INFORMATION

29. How can I get more information?

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

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

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

DO NOT CONTACT THE COURT OR GM REGARDING THIS NOTICE.

Date: [date]

Exhibit D

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

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

**Owners of certain
Chevrolet and GMC
trucks can claim
cash from a
\$35 million settlement.**

**Estimated payments
range from
\$400 - \$12,700.**

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

Questions?

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

«Barcode»

Postal Service: Please do not mark barcode

19-cv-12333-GED-BRG ECF No. 272-2, PageID 55536 Filed 06/07/24 Page 6

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

Who is included?

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

What does the Settlement provide?

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

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

How do I get a payment?

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

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

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

Your other options:

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

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

What happens next?

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

Questions?

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

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

YOUR VIN:	XXXXXXXXXXXXXXXXXX
YOUR UNIQUE ID:	<<Unique_ID>>
YOUR PIN:	XXXXXXX
PLEASE REFER TO YOUR UNIQUE ID AND PIN TO FILE A CLAIM	



Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

PLACE
STAMP
HERE

Address Change Form

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

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

Exhibit E

CONFIDENTIAL DRAFT – SUBJECT TO FRE 408

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

MARK D. CHAPMAN, *et al.*,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONFIDENTIAL DRAFT – SUBJECT TO FRE 408

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

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

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

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

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

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

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Counsel for Plaintiffs:

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

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

Counsel for GM:

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

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

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

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

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In addition, any Class Member objecting to the Settlement shall provide a list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five years. If the Class Member or his or her counsel has not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IT IS SO ORDERED.

Dated: _____, 2024

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

EXHIBIT 2

CONFIDENTIAL DRAFT – SUBJECT TO FRE 408

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

MARK D. CHAPMAN, *et al.*,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

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

Hon. Terrence G. Berg

Magistrate Judge David R. Grand

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Counsel for Plaintiffs:

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

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

Counsel for GM:

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

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

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

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

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In addition, any Class Member objecting to the Settlement shall provide a list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five years. If the Class Member or his or her counsel has not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IT IS SO ORDERED.

Dated: _____, 2024

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

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

CHAPMAN, *et al*,

Plaintiffs,

v.

Cause No. 19-cv-12333

GENERAL MOTORS, LLC., a Delaware Corporation

Defendant.

**DECLARATION OF EDWARD M. STOCKTON IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I. Introduction

1. My name is Edward M. Stockton. I am the Vice President and Director of Economics Services of The Fontana Group, Inc. (“Fontana”), a consulting firm located at 3509 North Campbell Avenue, Tucson, Arizona 85719. I also serve on the Board of Directors of Fontana and its parent company, Mathtech, Inc. Fontana provides economic consulting services and expert testimony regarding the retail motor vehicle industry and other industries throughout the United States, Canada, and other countries.

2. Plaintiffs, through this action, seek compensation for consumers of model year 2011–2016 GM-manufactured GMC and Chevrolet brand Trucks equipped with 6.6L Duramax diesel engines (“Class Vehicles”). Plaintiffs allege the following: the CP4 fuel pump used in Class Vehicles is defective and unreasonably likely to fail. When the failures occur, the effect of the failures is not limited to the fuel pump itself and, instead, lead to broader “catastrophic” engine failures.¹ Many Class Members whose CP4 fuel pumps have catastrophically failed have incurred substantial out-of-pocket expenses for CP4 repairs when GM has not covered the repairs by warranty protection.

3. Counsel for Plaintiffs advises me that parties have resolved their dispute and submit a Proposed Settlement Agreement to the court for preliminary approval.

4. The Proposed Settlement Agreement provides initial monetary compensation for Class Members and also provides additional compensation through warranty coverage for repairs following CP4 catastrophic engine failures that occur within the year following approval of the parties’ proposed settlement. The net amount of monetary compensation, after fees and expenses, is \$35 million. \$30 million of this amount is payable to Class Members who suffered CP4 failures and paid out-of-pocket for those repairs. The remaining \$5 million is payable to former owners of Class Vehicles who no longer own their trucks and did not have out-of-pocket expenses for CP4

¹ See *Second Amended Class-Action Complaint*, Paragraph 1.

failures. Herein, I also estimate the likely out-of-pocket expenses that Class Members experienced through the warranty-based compensation.

5. This Declaration estimates the approximate benefits per Class Member of the compensation provided for by the Proposed Settlement Agreement.

II. Qualifications

6. I am knowledgeable about the facts and underlying economic dynamics of this case. I submitted three reports in this matter, in March 2022, April 2022, and June 2022. The primary subject matter of each report was the estimation of typical and aggregate out-of-pocket costs incurred by consumers following CP4 failures when those repairs were deemed ineligible for warranty coverage. Also, as demonstrated in my CV, which I attach as **Exhibit 1** to this Declaration, I have extensive experience studying economic problems within the retail automotive industry. This experience includes specific studies of repair costs and the tendency of used vehicles to remain in the possession of or migrate through various channels of the resale market.

III. Analysis of Settlement Compensation Inputs

7. In order to estimate the value of settlement benefits to Class Members, it is necessary to estimate four data points. These include (i) the number of Class Members who paid out-of-pocket for repairs following CP4 failures; (ii) The number of former owners of Class Vehicles who a) did not incur out-of-pocket costs following CP4 failures, b) acquired their Class Vehicles from GM dealerships, and c) sold their vehicles; (iii) the estimated cost of repair in a customer pay environment; and (iv) the expected number of repairs in the year following the approval of the Proposed Settlement Agreement. This information can inform calculations of the approximate amounts of compensation per-claimant for out-of-pocket repair costs, compensation for prior owners for overpayment, and the likely per-repair expenses and overall expenses avoided through the warranty coverage.

(i) Eligible Out-of-Pocket Repair Claimants

8. As of the end of 2023, a reasonable estimate of the number of eligible Class Members who had out-of-pocket repair costs is 9,439.

9. The bases of the estimate are analysis of pump replacement data and patterns of ownership retention in the resale vehicle market. Regarding pump replacement data, I reviewed records through the end of calendar year 2020. The data included the total number of CP4 pump replacements, the number of replacements that occurred under warranty, and by subtraction, the number of pump replacements not covered under warranty. Additionally, Class Vehicle sales data were available at a detailed level which supported estimation of the portion of Class Vehicles in Class States as well as consideration of the age profile of Class Vehicles over time. The last point is relevant to determining the proportion of Class Vehicles over time that remain within their initial warranty periods.² The resale market data reports the portions, at various times, of Class Vehicles that are with their original owners, in the possession of subsequent owners who acquired their vehicles from GM dealerships, or in the possession of subsequent owners who acquired their vehicles through private parties or non-GM dealerships.

(ii) Eligible Former Owners without Out-of-Pocket Repair Costs

10. I estimate that approximately 125,000 potential claimants currently meet the three criteria of (a) not having incurred out-of-pocket costs, (b) purchased their Class Vehicles from GM dealerships, and (c) are no longer in possession of their vehicles. It is possible that more than one owner could meet these criteria for a given vehicle. For example, a Class Vehicle traded in to a GM dealership and subsequently sold at retail to a second customer who, in turn, sold the vehicle, would qualify two former owners for compensation.

11. This estimate is based upon original sales of Class Vehicles in eligible states, review of resale market data described above, and consideration of the overall number of CP4 failures with associated out-of-pocket expenses. Eligible claimants could be first or subsequent owners of Class Vehicles. Vehicles with more than one associated eligible claimant must have three or more owners, at least two of whom must have purchased from GM dealerships. This information was accessible through the resale market data available to me, as it identifies the

² I also reviewed inventory data and records of sales of GM and non-GM extended warranty plans that might provide coverage for Class Vehicles outside of their original warranty terms.

number of first and subsequent used vehicle sales (second and subsequent owners), as well as the proportion of those sales in which the selling entity was a GM dealership.

(iii) Estimated Cost of Repair

12. In my first and second reports, I estimated that the approximate out-of-pocket cost of repair is \$9,551 in 2021 dollars. A conservative estimate of the cost of repair today is at least \$10,000. This reflects a minimal amount of increased cost attributable to inflations since 2021. I have also continued to research repair costs at independent dealerships and franchised dealerships and find that quoted repairs following catastrophic engine failure often exceed \$10,000, even at independent repair facilities. I reviewed extensive data in forming this estimate, as outlined in extensive detail in my reports submitted in this matter.

(iv) Expected Repairs During Warranty Extension Period

13. It is reasonable to expect 2,000–2,500 eligible CP4 failures during the warranty extension period. This is based upon the overall rate of CP4 replacements over time, review of vehicle migration data in the resale vehicle market (to determine the portion of Class Vehicles still in possession of consumers who purchased from GM dealerships), and the age of Class Vehicles, of which very few would be under other warranty coverage of any kind.

IV. Analysis of Settlement Compensation

14. Based on the foregoing, the **Tables 1–3** represent reasonable estimates of settlement benefits available to Class Members.

Table 1: Out-of-Pocket Settlement Compensation Summary

Program	Pool Size	@50% Claim Rate	@ 25% Claim Rate
Out-of-Pocket Repairs	\$30 MM	\$6,356	\$12,712

Table 2: Overpayment Settlement Compensation Summary

Program	Pool Size	@ 10% Claim Rate	@7% Claim Rate	@ 5% Claim Rate
Overpayment	\$5 MM	\$400	\$571.43	\$800

Table 3: Future Repairs Compensation Summary

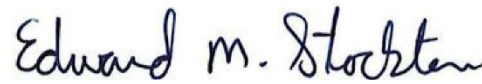
Program	Expected Benefits	Per-Claimant
Warranty	\$10–12.5 MM	\$5,000

15. **Table 1** estimates per-claimant and overall settlement benefits for out-of-pocket repair claimants. I consider compensation levels based on the claims rates of 25% and 50%, reflecting both Class Member-initiated claims and the Class Members who were paid directly by the Claims Administrator. For reference, a claims rate of one-third would equate to available per-claimant payment amounts approximately equal to the average cost of repair through 2021.

16. **Table 2** summarizes potential payment amounts for Overpayment claimants. Given that eligible overpayment claimants are no longer in possession of their vehicles, I am advised that the approximate expected claims rate is 5–7%. Based on a range of 5–10% per-claimant compensation would be \$400 to \$800 per claim.

17. **Table 3** describes the available warranty benefits. Based on repair cost data available to me, this benefit would likely provide \$5,000 or more in per-claimant benefits through offset costs of repair following payment-eligible CP4 failures.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 7th, 2024.



Edward M. Stockton
Edward M. Stockton

EXHIBIT 1

EDWARD M. STOCKTON

EDUCATION

University of Arizona, Tucson, AZ

M.S., Agriculture and Resource Economics (Applied Econometrics), 2010.

Western Michigan University, Kalamazoo, MI

B.A., Economics, 1998

POSITIONS

The Fontana Group, Inc., Tucson, Arizona

Vice President Economics Services: 2012 - present

Director of Economics Services: 2011 - 2012

Case Manager: 2005 - 2011

Senior Analyst: 2000 - 2005

Analyst: 1998 - 1999

Old Ina Corporation Tucson, AZ

Supervisor, Analyst, Manager: 1995 - 1998

RESEARCH AND CONSULTING EXPERIENCE

Mr. Stockton studies complex economic problems across multiple industries, including the retail automobile and other complex markets for durable goods. Additionally, he consults on matters involving conceptual foundations and calculation of economic harm. He has provided consultation for clients in numerous areas including:

- Retail automobile franchising, economics and marketing
- Economic impact of market malfunctions
- Allocation of new vehicles during shortages
- Franchise terminations and establishments
- Principles of customer satisfaction measurement
- Principles of sales performance measurement
- Financial forecasts and other analysis
- Applied econometrics
- Consumer credit markets
- Economic theory of competition and investment
- Competition in markets for durable, differentiated goods

REPRESENTATIVE CLIENT ASSIGNMENTS

Mark Enterprises Car Company, et al., LLC, v. Dilsher Ali, et al., Phoenix, AZ, 2024.

James R. Rosencrantz and Sons, Inc., v. John Deere Company, a Division of Deere and Company d/b/a John Deere, Kensington, NH, 2024.

In Re: Honda Idle Stop Litigation, Los Angeles, CA, 2024.

Lou Bachrodt Chevrolet Co., v. Volkswagen Group of America, Inc., Auburn Hills, Illinois, 2024.

Ronnie's Cycle Sales of Pittsfield, Inc., v. Harley-Davidson Motor Company, Inc., Pittsfield, MA, 2024.

In Re: Chrysler Pacifica Fire Recall Products Liability Litigation, Brighton, MI, 2024.

Len Stoler, Inc. d/b/a Len Stoler Hyundai, v. Hyundai Motor America Corp. And Genesis Motor America LLC, Glen Burnie, MD, 2024.
Provided deposition testimony.

Florida Automobile Dealers Association, v. Ford Motor Company, Tallahassee, FL, 2024.

W.N. Motors, Inc. d/b/a Coastal Nissan, v. Nissan North America, Inc., Norwell, MA, 2023.

William Lessin and Carol Smalley, et al, on behalf of themselves and all others similarly situated, v. Ford Motor Company, a Delaware Corporation, San Diego, CA, 2023.

Universal Auto Group d/b/a Subaru of Glendale, a California Corporation, v. Subaru of America, Inc., a New Jersey Corporation, Los Angeles, CA, 2023-2024.
Provided deposition testimony.

Marc Baus, Benjamin Bettelli, Richard Carter, David Flynn, Dana L. Herold, John P. Herold, Brian Janik, Judith Janik, Edward Rekemeyer, Thermon Stacy, Ronnie Swindell, Timothy Thuring, and John Wiley on behalf of themselves and all others similarly situated, v. Ford Motor Company, Detroit, MI, 2023.

Darling's d/b/a, Darling's Bangor Ford, and Darling's Brunswick Ford, LLC, v. Ford Motor Company, and Maine Automobile Dealers Association, Bangor, ME, 2023-2024.

William D. Berluti, individually and directly, William D. Berluti, derivatively on behalf of 120 Universal Drive Associates, LLC, William D. Berluti, derivatively on behalf of R&W Real Estate, LLC, William D. Berluti, derivatively on behalf of Peterbilt of Connecticut, Inc., William D. Berluti, derivatively on behalf of REO Truck Rental, Inc., William D. Berluti, derivatively on behalf of Truck Center, Inc., v. Richard M. Berluti and Peterbilt of Massachusetts, LLC, Old Saybrook, CT, 2023.

Provided deposition testimony.

Robert Davis and Dr. Bruce Barton, on behalf of themselves and the Putative Class, v. BMW of North America, LLC, and Bayerische Motoren Werke Aktiengesellschaft T, Newark, NJ, 2023.

Airko, Inc. and Lisa Mae Jennings individually and on behalf of all other similarly situated, v. General Motors LLC, Cleveland, OH, 2021.

Dennis Vita and FXR Construction, Inc. individually and on behalf of all others similarly situated, v. General Motors LLC, Brooklyn, NY, 2022.

Tim Nauman, individually and on behalf of all others similarly situated, v. General Motors LLC, a Delaware limited liability company, Seattle, WA, 2022.

Roger Heater, individually and on behalf of all others similarly situated, v. General Motors LLC, Clarksburg, WV, 2022.

Roy White, individually and on behalf of all others similarly situated, v. General Motors LLC, Denver, CO, 2022.

Dominguez Hurry and Terry Wasdin, individually and on behalf of all others similarly situated, v. General Motors LLC, Opelika, AL, 2023.

Robert Awalt, individually and on behalf of all others similarly situated, v. General Motors LLC, Boston, MA, 2023.

Robert Riddell, individually and on behalf of all others similarly situated, v. General Motors LLC, St. Louis, MO, 2023.

Lucid Group USA, Inc., v. Monique Johnston, in Her Official Capacity as Director of the Motor Vehicle Division of the Texas Department of Motor Vehicle; Daniel Avitia, in His Official Capacity as Executive Director of the Texas Department of Motor Vehicles; and Corrie Thompson, in Her Official Capacity as Director of the Enforcement Division of the Texas Department of Motor Vehicles, Austin, TX, 2023.

Kia Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liability Litigation, Encino, CA, 2023.

Volkswagen Group Diesel Efficiency Foundation v. Volkswagen Aktiengesellschaft, Utrecht, NL, 2023.

Volkswagen Group Diesel Efficiency Stichting v. Volkswagen Aktiengesellschaft, Groningen, NL, 2023.

Aaron Gant, et al. v. Ford Motor Company, Orlando, FL, 2023-2024.
Provided deposition testimony.

Juliet Murphy, et al., v. Toyota Motor Corporation, et al., Sherman, TX, 2023.

Cowin Equipment Company, Inc., v. CNH Industrial America LLC and Scott Moore, Birmingham, AL, 2023-2024.
Provided deposition testimony.

Hyundai Subaru of Nashville, Inc. d/b/a Downtown Hyundai v. Hyundai Motor America, Inc., Nashville, TN, 2023.
Provided hearing testimony.

Rusnak/Pasadena, a California Corporation v. Jaguar Land Rover North America, LLC, Las Angeles, CA, 2023.
Provided deposition testimony.

Shakopee Chevrolet, Inc., v. General Motors, LLC, Shakopee, MN, 2023.

CJ's Road to Lemans Corp dba Audi Fresno, a California Corporation, v. Volkswagen Group of America, Inc., a New Jersey Corporation, dba Audi of America, Inc., Fresno, CA, 2023.

Ranbir Gujral and Danielle Emerson, on behalf of themselves and the Putative Class, v. BMW Of North America, LLC, and Bayerische Motoren Werke Aktiengesellschaft, Cherry Hill, NJ, 2023.
Provided deposition testimony.

Action Nissan, Inc. D/b/a Universal Hyundai for Itself and in the Name of the Department of Highway Safety and Motor Vehicle of the State of Florida, for its Use and Benefit v. Hyundai Motor America and Genesis Motor America, LLC, Orlando, FL, 2023.
Provided deposition testimony.

Al Piemonte Ford, Inc., at al v. Ford Motor Company, Chicago, IL, 2023.
Provided deposition testimony and hearing testimony.

Wasko Automotive, Inc. D/b/a St. Marys Chrysler Dodge Jeep Ram Fiat, Spitzer, v. FCA US LLC, St. Marys, PA, 2023.

Yandery Sanchez, Louise Knudson, Andrea Reiher-Odom, Derrick Smith, Amber Witt, and Mark Treston, on behalf of themselves and all others similarly situated, v. Kia Motors America, Inc., Central District of CA, 2023.
Provided deposition testimony.

Larson Motors, Inc. v. General Motors LLC, et al. Seattle, WA, 2023.
Provided deposition testimony.

Kpauto, LLC, dba Putnam Ford of San Mateo v. Ford Motor Company, Los Angeles, CA, 2023.
Provided hearing testimony.

Durwin Hampton, individually and on behalf of all others similarly situated v. General Motors LLC, Poteau, OK, 2023.

Estate of William D. Pilgrim, et al., on behalf of themselves and all others similarly situated v. General Motors, LLC, Detroit, MI, 2022-2023.
Provided deposition testimony.

Hyundai Motor America Corporation v. EFN West Palm Motor Sales, LLC (Defendant/Counterclaim Plaintiff/Third-Party Plaintiff) Gene Khaytin; Ernesto Revuelta; Edward W. Napleton; Geovanny Pelayo, Jorge Ruiz (Defendants), EFN West Palm Motor Sales, LLC; For Itself and in the Name of the Department of Highway Safety and Motor Vehicles of the State of Florida, for its Use and Benefit (Counterclaim-Plaintiff/Third-Party Plaintiff) v. Hyundai Motor America Corporation (Counterclaim-defendant) And Hyundai Motor Company (Third-party Defendant), West Palm Beach, FL, 2021-2023.
Provided deposition and trial testimony.

Sloan/Siqueiros, et al. v. General Motors LLC, San Francisco, CA, 2019-2022.
Provided deposition and trial testimony.

Spitzer Autoworld Akron, LLC, v. Fred Martin Motor Company, Akron, OH, 2022-.
Provided deposition and trial testimony.

Hyundai Motor American Corporation v. North American Automotive Services, Inc. Et al, West Palm Beach, FL, 2021-2023.

Jason Nuwer, Mark Minkowitz, Amarillis Gineris, Christina Vigoa, and Kevin Van Allen v. FCA US LLC f/k/a Chrysler Group LLC, Miami, FL, 2021-2022.
Provided deposition testimony.

Chapman, et al, v. General Motors, LLC., Detroit, MI, 2021-2023.
Provided deposition testimony.

In Re: Duramax Diesel Litigation, Relating to: Nancy Anderton, et al., v. General Motors LLC, et al., Detroit, MI, 2020-2022.

Provided deposition testimony.

Fox Hills Auto, Inc. D/b/a Airport Marina Ford v. Ford Motor Company, Central Ford Automotive, Inc., dba Central Ford v. Ford Motor Company and Los Feliz Ford, Inc., dba Star Ford Lincoln v. Ford Motor Company, Los Angeles, CA, 2021-2022.

Provided deposition testimony.

West Palm Beach Acquisitions, Inc. d/b/a Greenway Kia West Palm Beach and Florida Department of Highway Safety & Motor Vehicles, v. Kia Motors America, Inc., West Palm Beach, FL, 2020-2022.

Provided deposition testimony.

Kenneth John Williams and Another Applicants v. Toyota Motor Corporation Australia Limited, New South Wales, Australia, 2020-2022.

Provided trial testimony.

Gabriel Patlan, Ryan Cornell, and La Della Levy, on behalf of themselves and all others similarly situated v. BMW of North America LLC; Wendy Vazquez, on behalf of herself and all individuals similarly situated v. BMW of North America, LLC; Vikkie Wilkinson, on Behalf of Herself and the Putative Class, v. BMW of North America, LLC and Bayersiche Motoren Werke Aktiengesellschaft, Trenton, NJ. 2020-2023.

Provided deposition testimony.

Peterson Motorcars, LLC et al v. BMW of North America, LLC, Louisville, KY, 2019-2021.

Provided deposition testimony.

James Bledsoe, Paul Chouffet, Martin Rivas, Jeremy Perdue, Michael Erben, Martin Witberg, Marty Ward, Alan Strange, James Forshaw, Matt Langworthy, Natalie Beight, Jordan Hougo, Dawn Roberts, and Marc Ganz, on Behalf of Themselves and All Others Similarly Situated, v FCA US LLC, a Delaware Corporation, and Cummins Inc., an Indiana Corporation, Detroit, MI, 2021.

Provided deposition testimony.

Ricardo R. Garcia, et al. v. Volkswagen Group of America, Inc., et al., Alexandria, VA, 2020-2022.

Provided deposition testimony.

Paul Weidman, et al., v Ford Motor Company, Detroit, MI, 2020-2022.

Provided deposition testimony.

Milind Desai v. Geico Casualty Company, Cleveland, OH, 2020-2021.
Provided deposition testimony.

Eric Stevens, Christopher L. Rodriguez, Michael S. Frakes, Terry Pennell, Ray Moore, Kent Larry Bakken, Lynn E. Kirkpatrick, and Michael E. Stone v. Ford Motor Company. Corpus Christi, TX, 2021-2022.
Provided deposition testimony.

In the matter of Luxury Cars of Bayside, Inc., v. BMW of North America, LLC, Long Island, NY, 2019-2022.
Provided hearing testimony.

Clarence Simmons, Franklin Navas, Jorge Arroyave, Joseph Dabbs, Jennifer DeWitt, Anne Erdman, Mark James, Shand Jackson, Mike Tierney, Mark Van Bus Kirk, John Buczynski, Ilja Lopatik, Brian Yarborough, William MacSaveny, Ryan Marshall, Allyson Rogers, Peter Tulenko, and Greg Licktenberg, on behalf of themselves and all others similarly situated v. Ford Motor Company, Miami, FL, 2021.
Provided deposition testimony.

Kimberley Carter and Keith Halliday v. Ford Motor Company of Canada, Ltd., Ford Credit Canada Limited and Ford Motor Company, Toronto, Canada, 2020-2022.
Provided cross-examination testimony.

Braman Motors, Inc., d/b/a Braman BMW, for Itself and in the Name of the Department of Highway Safety and Motor Vehicles of the State of Florida, for its Use and Benefit, and Palm Beach Imports, Inc., d/b/a Braman Motorcars, for Itself and in the Name of the Department of Highway Safety and Motor Vehicles of The State of Florida, for its Use and Benefit, and The Department of Highway Safety and Motor Vehicles of the State of Florida, for the Use and Benefit of Braman Motors, Inc. and Palm Beach Imports, Inc. v. BMW of North America, LLC. Miami, FL, 2021.
Provided deposition testimony.

Gina Signor, Individually and on Behalf of All Those Similarly Situated v. Safeco Insurance Company of Illinois, Ft. Lauderdale, FL, 2020-2021.
Provided deposition testimony.

Between Barry Rebuck and Ford Motor Company and Ford Motor Company of Canada, Limited and Yonge-Steeles Ford Lincoln Sales Limited Proceeding under the Class Proceedings Act, 1992, Toronto, Ontario, Canada, 2018-2020.
Provided cross-examination testimony.

In Re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation Nemet v. Volkswagen Group of America, Inc., San Francisco, CA, 2019-2020.
Provided deposition testimony.

William South, Individually and on Behalf of All Those Similarly Situated v. Progressive Select Insurance Company, Tampa, FL, 2020-2021.
Provided deposition testimony.

Biljana Capic v. Ford Motor Company of Australia Limited, New South Wales, Australia, 2019-2020.
Provided trial testimony.

Jason Counts, Donald Klein, Oscar Zamora, Derek Long, Bassam Hirmiz, Jason Silveus, John Miskelly, Thomas Hayduk, Christopher Hemberger, Individually and on Behalf of All Others Similarly Situated, v. General Motors, LLC, Robert Bosch GMBH, and Robert Bosch, LLC, Detroit, MI, 2019-2023.
Provided deposition testimony.

Alfredo’s Foreign Cars, Inc., d/b/a Larchmont Chrysler Jeep Dodge v. FCA US LLC, NY, NY 2019.
Provided hearing testimony.

George Tershakovec, et al. v. Ford Motor Company, Miami, FL, 2019-2024.
Provided deposition testimony and trial testimony.

Continental Imports Inc. d/b/a Mercedes Benz of Austin v Swickard Austin, LLC d/b/a Mercedes Benz of South Austin, Austin, TX, 2019-2020.
Provided deposition and hearing testimony.

Vista Ford Oxnard, LLC., d/b/a Vista Ford Lincoln of Oxnard v. Ford Motor Company and Ford of Ventura, Inc., d/b/a Ford of Ventura, Intervenor, Oxnard, CA, 2019.
Provided deposition and hearing testimony.

Colonial Chevrolet Co., Inc., et al.; Alley’s of Kingsport, Inc., et al.; and Union Dodge, Inc., et al. v. The United States, Washington, DC, 2011-2019.
Provided deposition and trial testimony.

Barber Group, Inc., d/b/a Barber Honda v. American Honda Motor Co., Inc., Galpinsfield Automotive, LLC, Intervenor. Bakersfield, CA, 2018-2021.
Provided deposition and hearing testimony.

Association of Equipment Manufacturers, AGCO Corporation, CNH Industrial America LLC, Deere & Company, and Kubota Tractor Corporation, v. the Hon. Doug Burgum, Governor of the State of North Dakota, in His Official Capacity, and the Hon. Wayne Stenehjem, Attorney General of the State of North Dakota, in His Official Capacity, and North Dakota Implement Dealers Association, Intervenor-Defendant, Bismarck, ND, 2018.

Provided deposition testimony.

Napleton's Arlington Heights Motors, Inc. f/k/a Napleton's Palatine Motors, Inc. d/b/a Napleton's Arlington Heights Chrysler Dodge Jeep RAM, an Illinois Corporation; et. al, v FCA US LLC, Chicago, IL, 2017-2019.

Provided deposition and hearing testimony.

Star Houston, Inc. d/b/a Star Motor Cars v. Volvo Cars of North America, LLC, Houston, TX, 2017-2020.

Provided deposition and hearing testimony.

Sioux City Truck Sales, Inc. v. Peterbilt Motors Company, Sioux City, IA, 2017.

Provided deposition and hearing testimony.

Capitol Buick GMC, LLC v. General Motors LLC, Baltimore, MD, 2017-2018.

Provided deposition and hearing testimony.

Crown Chrysler Jeep, Inc. d/b/a Crown Kia v. Kia Motors America, Columbus, OH, 2017-2018

Provided deposition and hearing testimony.

Folsom Chevrolet, Inc. dba Folsom Chevrolet v. General Motors, LLC, Folsom, CA, 2017-2018.

Provided deposition and hearing testimony.

Sunnyvale Automotive Inc., dba Sunnyvale Ford Lincoln v. Ford Motor Company, Sunnyvale, CA, 2017.

Provided deposition testimony.

Omar Vargas, Robert Bertone, Michelle Harris, and Sharon Heberling, individually and on behalf of a class of similarly situated individuals v. Ford Motor Company, Los Angeles, CA, 2017-2020.

Charles Johnson, et al. individually and on behalf of all others similarly situated v. Ford Motor Company, Huntington, WV, 2017.

Provided deposition testimony.

Shawn Panacci v. Volkswagen Aktiengesellschaft, Volkswagen Group Canada, Inc., Audi Aktiengesellschaft, VW Credit Canada, Inc. and Audi Canada, Toronto, Ontario, Canada, 2017.

Rebecca Romeo and Joe Romeo v. Ford Motor Company and Ford Motor Company Canada, Limited, Toronto, Ontario, Canada, 2017-2019.
Provided cross-examination testimony.

Duncan McDonald v. Samsung Electronics Canada, Inc. Toronto, Ontario, Canada, 2017.
Provided cross-examination testimony.

The Estate of Richard C. Poe, Richard C. Poe II v. Paul O Sergent, Jr., et al., El Paso, TX, 2017-2018. Provided deposition testimony.

Star Houston, Inc. d/b/a Star Motor Cars v. VCWH. LLC d/b/a Volvo Cars West Houston and Volvo Cars of North America, LLC, Houston, TX, 2017.
Provided deposition testimony.

Option Consommateurs et Francois Grondin Personne Désignée C. Volkswagen Group Canada Inc. et al. (2L), Montreal, Quebec, 2016-2018.

Option Consommateurs et Francois Grondin Personne Désignée C. Volkswagen Group Canada Inc. et al. (3L), Montreal, Quebec, 2017-2018.

John M. McIntosh v. Takata Corporation, TK Holdings, Toyota Motor Corporation, Toyota Motor Manufacturing, Canada Inc., and Toyota Motor Manufacturing Indiana, Inc., Toronto, Ontario Canada, 2017.

Rick A. Des-Rosiers and Stephen Kominar v. Takata Corporation, TK Holdings, Honda Motor Co., LTD, Honda of America Manufacturing, Inc., and Honda Canada, Toronto, Ontario, Canada 2017.

Yogesh Kalra v. Mercedes-Benz Canada Inc., Daimler AG, Mercedes-Benz USA LLC and Mercedes-Benz Financial Services Canada Corporation, Toronto, ON, Canada, 2017-2022.
Provided cross-examination (deposition) testimony.

Lake Forest Sports Cars, LTD v. Aston Martin Lagonda of North America, Inc., Chicago, IL, 2017.
Provided deposition testimony.

Shahriar Jabbari and Kaylee Heffelfinger on behalf of themselves and all others similarly situated v. Fargo Company and Wells Fargo Bank, N.A. San Francisco, CA, 2016-2021.

Matthew Robert Quenneville et al. v. Volkswagen Group Canada, Inc., Volkswagen Aktiengesellschaft, Volkswagen Group of America, Inc., Audi Canada, Audi Aktiengesellschaft, Audi of America, Inc., Inc., and VW Credit Canada, Inc. (2L), Ontario, Canada, 2016-2021.

Matthew Robert Quenneville et al. v. Volkswagen Group Canada, Inc., Volkswagen Aktiengesellschaft, Volkswagen Group of America, Inc., Audi Canada, Audi Aktiengesellschaft, Audi of America, Inc., Inc., and VW Credit Canada, Inc. (3L), Ontario, Canada, 2017-2018.

Fort Collins Nissan, Inc. d/b/a Tynan's Kia, v. Kia Motors America, Inc., Ft. Collins, CO, 2015-2018.

Provided deposition testimony.

In Re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation, Napleton et al v. Volkswagen Group of America et al., No. 16-02086, 2015-2019.

Above including *J. Bertolet, Inc. et al v. Robert Bosch, LLC and Robert Bosch GmbH.*, MDL No. 02672-CRB (JSC), 2016-2019.

Provided deposition testimony 8/2019.

Northwest Hills Chrysler Jeep, LLC; Gengras Chrysler Dodge Jeep, LLC; Crowley Jeep Dodge, Inc.; Papa's Dodge, Inc. v. FCA US, LLC and Mitchell Dodge, Inc., Canton, CT, 2015-2017.

Provided deposition and hearing testimony.

VMDT Partnership, LP, v. Thornbury Township, Delaware County, Pennsylvania, 2015-2017.

Provided hearing testimony.

John Deere Construction & Forestry Company v. Rudd Equipment Company, Inc., Houston, TX, 2015-2017.

Provided hearing testimony.

Ball Automotive Group d/b/a Ball Kia, v. Kia Motors America, Inc., San Diego, CA, 2015-2017.

Provided deposition testimony.

GB Auto Corporation d/b/a Frisco Kia, v. Corinth Automotive Plano, d/b/a Central Kia of Plano, Kia Motors America, Inc. Intervenor, Dallas, TX, 2015-2017.

Provided deposition testimony.

Walter Enterprises, Inc., d/b/a Timmons Subaru v. Subaru of America, Inc., Long Beach, CA, 2016-2017.

Provided deposition testimony.

Motor Werks Partners, LP, v. General Motors, LLC, Chicago, IL, 2015-2017.

Provided deposition testimony.

Jeff Looper et al., v. FCA US LLC, f/k/a Chrysler Group, LLC, et al., California and Texas, 2015-2016.

Provided deposition testimony.

In Re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Products Liability Litigation, San Francisco, CA, 2015-2017.

Dependable Dodge, Inc. v. Fiat Chrysler Automobiles, Inc., Canoga Park, CA, 2015-2017.
Provided deposition and hearing testimony.

Wayzata Nissan, LLC v. Nissan North America, Inc., et al., Wayzata, MN, 2015-2017.
Provided pre-filed trial testimony.

Glick Nissan, Inc. v. Nissan North America, Inc., Westborough, MA, 2015-2016.

Volvo Construction Equipment North America, LLC v. Clyde/West, Inc., Spokane, WA, 2015.

General Motors, LLC v. Hall Chevrolet LLC dba Hall Chevrolet, Virginia Beach, VA, 2015-2016.

Long Beach Motors, Inc. dba Long Beach Honda v American Honda Motor Co., Inc., Long Beach, CA, 2015.

Tom Matson Dodge Inc. v. FCA US LLC., Seattle, WA, 2015.

Ferrari of Atlanta, Atlanta, GA 2015.

Grossinger Autoplex, Inc. v. General Motors, LLC, Chicago, IL, 2015-2016.
Provided deposition and hearing testimony.

Mathew Enterprise, Inc. v. Chrysler Group LLC, San Jose, CA, 2015-2016.
Provided deposition and trial testimony.

Navistar v. New Baltimore Garage, Warrenton, VA, 2015-2016.
Provided hearing testimony.

Mathew Enterprise, Inc., a California Corporation, and Mathew Zaheri, an individual v. Chrysler Group, LLC, a Delaware Liability Company; Chrysler Group Realty Company, LLC, a Delaware Limited Liability Company, and DOES 1-40, San Jose, CA 2014-2015.
Provided trial and deposition testimony.

CNH America, LLC n/k/a CNH Industrial America, LLC v. Quinlan’s Equipment, Inc., Racine, WI, 2014-2015.
Provided deposition testimony.

Grayson Hyundai, LLC and Twin City Hyundai, Inc., v. Hyundai Motor America, Knoxville, TN, 2014-2015.

Provided deposition testimony.

TrueCar, Inc. v. Sonic Automotive, Inc., and Sonic Divisional Operations, LLC, Los Angeles, CA, 2015-2016.

Provided deposition testimony.

TECC, Complainant v. GM Respondent before the California New Motor Vehicle Board, Oakland, CA, 2014-15.

US District Court Southern District of NY in re General Motors LLC Ignition Switch Litigation, NY, NY, 2014-2018.

Feldten, LLC, d/b/a Tennyson Chevrolet v. Keith Lang, Lang Auto Sales, Inc., Gordon Chevrolet, Inc., Stewart Management Group, Inc., Scott Rama, Susan Ianni, and Mike Meszaros, and Gordon Chevrolet, Inc. & Stewart Management Group, Inc. Detroit, MI, 2014-2016.

Canadian Toyota Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation, 2014.

Jim Hardman, Buick GMC, Gainesville, GA, 2014-2016.

Bates Nissan, Inc., v. Nissan North America Inc., Killeen, TX, October 2014-2017.

Provided deposition and hearing testimony.

Recovery Racing, LLC d/b/a Maserati of Fort Lauderdale v. Maserati North America, Inc., and Rick Case Weston, LLC, d/b/a Rick Case Maserati, Ft. Lauderdale, FL, 2014-2015.

Provided hearing testimony.

Sweeten Truck Center, L.C. v. Volvo Trucks North America, a Division of Volvo Group North America, LLC, Before the Texas Department of Motor Vehicles Motor Vehicle Division, Austin, TX, 2014-2015.

Provided deposition and hearing testimony.

Beck Chevrolet Co, Inc. v. General Motors LLC, New York, NY 2014-2016.

Provided trial testimony.

BSAG Inc., and Bob Stallings Nissan of Baytown, Inc. v. Baytown Nissan, Inc., Burklein Family Limited Partnership, Nissan North America, Inc., and Frederick W. Burklein, Harris County, TX 2014.

Provided deposition testimony.

Richard C.B. Juca v. Larry H. Miller Corporation, Peoria, AZ, 2014.

General Motors, LLC v. Leep Chev, LLC, d/b/a Lujack's Chevrolet, Scott County, IA, 2014-2015
Provided deposition testimony.

Century Motors Corporation v. Chrysler Group, LLC et al., Wentzville, MO 2014-2015.
Provided deposition and trial testimony.

Keyes European, LLC v. Encino Mercedes, LLC, Steve Zubieta, David Floodquist, Shimon Broshinsky and Does 1-20, Los Angeles, CA, 2014.

Ohio Auto Dealers Association, 2014.

Transteck, Inc. d/b/a Freightliner of Harrisburg v. Daimler Trucks North America, LLC (Freightliner Trucks Division), Harrisburg, PA, 2014-2015.

Butler Toyota et al v. Toyota Motor Sales, Indianapolis, IN, 2014.

Wayzata Nissan, LLC v. Nissan North America, Inc., et al., Wayzata, MN, 2013-2017.

Santa Cruz Nissan, Inc., dba Santa Cruz Nissan v. Nissan North America, Inc., Santa Cruz, CA 2013-2015.
Provided deposition and hearing testimony.

Majid Salim v. Henry Khachaturian aka Hank Torian, Torian Holdings, Fremont Automobile Dealership, LLC., and Does 1-20, Alameda County, CA, 2013-2014.
Provided deposition and trial testimony.

GMAC v. Lloyd Belt, Lloyd Belt GM Center, Inc., and Lloyd Belt Chrysler, Inc., Eldon, MO 2013-2014.
Provided deposition testimony.

General Motors v. Englewood Auto Group, LLC, Englewood, NJ, 2012-2014.

Bob Wade Autoworld v. Ford Motor Company, Harrisonburg, VA, 2011-2012.
Provided hearing testimony.

Van Wie Chevrolet, Inc. d/b/a Evans Chevrolet v. General Motors LLC and Sharon Chevrolet, Inc., Baldwinsville, NY, 2012-2017.
Provided deposition testimony.

Midcon Compression L.L.C. v. Loving County Appraisal District, Loving County, TX, 2013.
Provided deposition testimony.

Texas Automobile Dealers Association, Austin, TX, 2013.

Provided hearing testimony before Business and Industry Committee in Texas H.O.R.

Tyler Automotive, Niles, MI, 2013.

Sutton Suzuki, Matteson, IL 2013.

Carson Toyota/Scion, Cabe Toyota/Scion, Norwalk Toyota/Scion and South Bay Toyota/Scion v. Toyota Motor Sales, U.S.A., Inc., Long Beach, CA, 2012-2013.

Provided deposition and hearing testimony.

James T. Stone, individually, and on Behalf of JDJS Auto Center, Inc. v. Jacob A. DeKoker, Pro Financial, Inc., and JDJS Auto Center, Inc., Tyler, TX, 2012.

New Country Automotive Group, Saratoga Springs, NY, 2013-2017.

Goold Patterson, Las Vegas, NV, 2012.

James Rist v. Denise Mueeting and the Dominican Sisters of Peace, Littleton, CO, 2012-2013.

Law Office of Gary E. Veazey, Memphis, TN, 2012.

Randy Reed Nissan, 2012.

Arent Fox, LLP, 2012.

Chrysler Group, LLC v. Sowell Automotive, Inc. et al., 2012-2013.

Morrie's European Car Sales, Inc. dba Morrie's Cadillac-Saab v. General Motors, LLC, Minneapolis, MN, 2012-2015.

Provided deposition testimony.

Dulles Motorcars, Inc. d/b/a Dulles Subaru v. Subaru of America, Leesburg, VA, 2012-2013.

Provided hearing testimony.

Bowser Cadillac, LLC v. General Motors, LLC v. Rohrich Cadillac, Inc., McMurray, PA, 2012-.

Provided hearing testimony.

In Re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Expert Report of Products Liability Litigation, Santa Ana, CA, 2010-2013.

Planet Subaru, John P Morrill, and Jeffrey R. Morrill v. Subaru of New England, Hanover, MA, 2011-2012.

Hill Nissan v. Jenkins Nissan, Winterhaven, FL, 2011-2012.

Burns & Levinson, Boston, MA 2011-.

Brydon, Sweringen & England, 2011.

Napleton Automotive Group, Chicago, IL, 2011.

Orloff Imports, Chicago, IL, 2011.

Boas International Motors, dba San Francisco Honda, San Francisco, CA, 2011-2012.

Carson CJ, LLC and Kenneth Phillips v. Sonic Automotive, Inc., Sonic-Carson F, Inc, Avalon Ford, Inc. dba Don Kott Chrysler Jeep, and Does 1 - 100, Los Angeles, CA, 2010-2012.
Provided deposition and hearing testimony.

First United, Inc. A California Corporation dba De La Fuente Cadillac v. General Motors, Greiner Poway, Inc. and Does 1-50, San Diego, CA, 2012.

Ionia Automotive Management, LLC and Beverly Kelly v. Berger Motor Sales, Ned Berger, Jr, LC and Ned Berger Jr., Mason, MI, 2012-2013.

Riverside Motorcycle, Inc. dba Skip Fordyce Harley-Davidson v. Harley-Davidson Motor Company, Riverside, CA, 2011- 2012.
Provided deposition and hearing testimony.

Leep Hyu, LLC, an Iowa Corporation also known as Lujack Hyundai v. Hyundai Motors America, Green Family Hyundai Inc., and Green Family Holdings LLC, Davenport, Iowa, 2011.
Provided trial testimony.

Royal Motor Sales, San Francisco, CA, 2011-2012.

Miller Barondess, Los Angeles, CA, 2011.

Brotherhood of Maintenance of Way Employee Division/IBT, Washington, DC, 2011-.

Star Houston, Inc., d/b/a Star Motor Cars v. Mercedes-Benz USA, LLC, Houston, TX, 2010-2013.
Provided deposition testimony and hearing testimony.

Chapman's Las Vegas Dodge, LLC and Prestige Chrysler Jeep Dodge, LLC v. Chrysler Group LLC, Las Vegas, NV, 2011- 2012.
Provided deposition and hearing testimony.

Laidlaw's Harley-Davidson Sales, Inc. dba Laidlaw's Harley-Davidson v. Harley-Davidson Motor Company, Sacramento, CA, 2011- 2012.
Provided deposition and hearing testimony.

Agrillo v. Martinez, Tucson, AZ, 2011.

Hyundai of Milford, LLC, d/b/a Key Hyundai v. Hyundai Motor America, Milford, CT, 2011.
Houston Mack Sales & Service d/b/a Houston Isuzu Truck, Inc. v. Hayes Leasing Company, Inc. d/b/a Hayes UD Trucks-Houston, Houston, TX, 2011-2012.

Bo Beuckmann Ford, Ellisville, MO, 2011-2022.

Boas International Motors dba San Francisco Honda v. American Honda Motor Co., San Francisco, CA, 2011.

Life Quality BMW, Brooklyn, NY, 2011-2012.

Forrester Lincoln Mercury v. Ford Motor Company, Chambersburg, PA, 2011-2013.
Provided hearing testimony.

North Palm Motors, LLC d/b/a Napleton's North Palm Lincoln Mercury v. Ford Motor Company, West Palm Beach, FL, 2011.

Mega RV Corp. v. Mike Thompson Recreational Vehicles, Irvine, CA, 2010-2014.
Provided deposition testimony.

Harry W. Zenville, Esq., San Diego, CA, 2010-.

Pond, Athey, Athey & Pond, Front Royal, VA, 2010-2014.

Daphne Automotive, LLC dba Eastern Shore Toyota and Shawn Esfahani v. Pensacola Motor Sales d/b/a Bob Tyler Toyota and Fred Keener, Mobile, AL, 2010-2011.

Gebhardt v. PCNA, Boulder, CO, 2011.

Laura Buick-GMC, Collinsville, IL, 2011.

Bredemann Family of Dealerships, Park Ridge, IL, 2011.

Transteck, Inc. d/b/a Freightliner of Harrisburg, 2004-

Bass Sox Mercer, Tallahassee, FL, 2011-.

The Collection, Coral Gables, FL, 2011-2012.

Manning, Leaver, Bruder & Berberich, Los Angeles, CA, 2010-2012.

Magic City Ford v. Ford Motor Company, Roanoke, VA, 2010-2011.

Bob Wade AutoWorld v. Ford Motor Company, Harrisonburg, VA, 2010-2011.

East West Lincoln Mercury, Landover Hills, MD, 2010-2011.

Stevens Love, Longview, TX, 2010-2014.

JP Chevrolet, Peru, IL, 2010-2011.

Bellavia & Gentile, Mineola, NY, 2010-2011.

Hayes Leasing v. Wiesner Commercial Truck Center, Houston, TX, 2010.

Link-Belt Construction Equipment Company v. Road Machinery & Supplies Co., Minneapolis, MN, 2010-2011.

Provided deposition testimony.

Elliott Equipment Co., Inc. v. Navistar, Inc., Easton, Maryland, 2010.

Provided deposition testimony.

Rally Auto Group, Inc. v. General Motors, LLC, Palmdale, CA, 2010.

Provided hearing testimony.

Ron Westphal Chevrolet v. General Motors, LLC, Aurora, CO, 2010.

Edmark Auto, Inc., v. General Motors, LLC, Nampa, ID, 2010.

Gurley-Leep Dodge, Inc. n/k/a Gurley Leep Dodge, LLC v. Chrysler Group, LLC, Mishawaka, IN, 2010.

Gurley-Leep Buick v. General Motors, LLC, Mishawaka, IN, 2010.

Leep Chev, LLC, v. General Motors, LLC, South Bend, IN, 2010.

Mike Finnin Motors, Inc., v. Chrysler Group LLC, Dubuque, IA, 2010.

Provided hearing testimony.

Sedars Motor Co., Inc. and Community Motors of Mason City, Inc. v. General Motors LLC, Cedar Falls, IA, 2010.

Burke, Warren, MacKay & Serritella, P.C., Chicago, IL, 2010-.

First Family, Inc. d/b/a Bredemann Chevrolet v. General Motors, LLC, Park Ridge, IL, 2010.

Lou Bachrodt Chevrolet Co. d/b/a Lou Bachrodt Jeep v. Chrysler Group, LLC, Rockford, IL, 2010.

Provided hearing testimony.

Cape County Auto Park I, Inc. v. Chrysler Group, LLC, Cape Girardeau, MO, 2010.

Provided hearing testimony.

Fury Dodge, LLC v. Chrysler Group, LLC, Lake Elmo, MN, 2010.

Provided hearing testimony.

Midtown Motors, Inc., d/b/a John Howard Motors v. Chrysler Group LLC, Morgantown, WV, 2010.

Provided hearing testimony.

Deur Speet Motors, Inc. v. General Motors, LLC, Fremont, MI, 2010.

Village Chevrolet-Buick-Oldsmobile, Inc. v. General Motors LLC, Carthage, MO, 2010.

Arenson & Maas, Cedar Rapids, IA, 2010-.

Nyemaster, Goode, West, Hansell & O'Brien, PC, Des Moines, IA, 2010-2013.

C. Basil Ford, Inc. v. Ford Motor Company, Buffalo, NY, 2010.

Leonard, Street & Deinard, Minneapolis, MN, 2010-2015.

Dady & Gardner, Minneapolis, MN, 2010.

Star Houston, Inc., d/b/a Star Motor Cars v. Mercedes-Benz USA, LLC, Houston, TX, 2009 - 2015.

Mente Chevrolet Oldsmobile, Inc., F/K/A Mentel Chevrolet, Inc. T/A Mentel Chevrolet and Mentel Chrysler Dodge, Inc. and Donald M. Mentel v. GMAC, Kutztown, PA, 2009-2011.

Long-Lewis, Inc. v. Sterling Truck Corporation, Besemer, AL, 2009-2011.

Gossett Motor Cars, LLC v. Hyundai Motor America and Homer Skelton Auto Sales, LLC, Memphis, TN, 2009-2010.

In re: CHRYSLER LLC, et al. v. Debtors, Chapter 11, New York, NY, 2009.

Cooper and Walinski, LPA, 2009.

Jennings Motor Company, Inc., d/b/a Springfield Toyota v. Toyota Motor Sales USA, Inc., Springfield, VA, 2008-2010.

General Motors v. Harry Brown's and (counterclaim) Harry Brown's and Faribault v. General Motors, Faribault, MN, 2008.
Provided declaration.

Nick Alexander Imports v. BMW of North America, Beverly Hills, CA, 2008.

Monroeville Chrysler v. DaimlerChrysler Motors Company, Pittsburgh, PA, 2008.

Bowser Cadillac, LLC v. General Motors Corporation and Saab Cars USA, Inc., Pittsburgh, PA, 2008-2009.

Carlsen Subaru v. Subaru of America, Inc., San Francisco, CA, 2008.
Provided deposition and hearing testimony.

Suburban Dodge of Berwyn, Inc., and Lepetomane XXII, Inc., v. DaimlerChrysler Motors Company, LLC and DaimlerChrysler Financial Services Americas LLC, Chicago, IL, 2007-2008.
Provided deposition testimony.

Wiggin & Nourie, P.A., Manchester, NH, 2007-2008.

McCall-T LTD., a Texas limited partnership d/b/a Sterling McCall Toyota & Sterling McCall Scion, et al. v. Gulf States Toyota, Inc., McCall- T LTD., et al. v. Madison Lee Oden et al., Houston, TX, 2007-2009.

Volkswagen of America, Inc., and Aristocrat Volkswagen East, Inc. v. Royal Automotive, Inc., d/b/a Royal Volkswagen, Orlando, FL, 2007-2008.

Ed Schmidt Pontiac-GMC Truck, Inc. v. DaimlerChrysler Motors Company, LLC, Perrysburg, OH, 2006-2009.

Fowler Motors, Inc. v. BMW of North America, LLC, Conway, SC, 2006-2008.

Serpa Automotive Group, Inc. v. Volkswagen of America, Inc., Visalia, CA, 2006.
Provided deposition and hearing testimony.

Serra Chevrolet, Inc. d/b/a Serra Kia v. Kia Motors America, Inc., et al., Birmingham, AL, 2006-2009.

Cardenas Enterprises, Inc., d/b/a Cardenas Toyota BMW v. Gulf States Toyota, Inc. and Toyota Motor Sales, USA, Inc., Harlingen, TX, 2006.

North Avenue Auto, Inc., d/b/a Grand Honda v. American Honda Motor Co., Inc. a California Corporation, Chicago, IL, 2006-2009.

Saleen, Inc., Irvine, CA, 2006-2009.

Golden Ears Chrysler Dodge Jeep, Maple Ridge, BC, 2007-2009.

Action Nissan, Inc. v. Nissan North America, Inc., Nyack, NY, 2005-2007.

Harbor Truck Sales and Services, Inc. d/b/a Baltimore Freightliner v. DaimlerChrysler Motors Company, LLC, Baltimore, MD, 2005-2007.

PH Automotive Holding Corporation, d/b/a Pacific Honda, Cush Automotive Group, d/b/a Cush Honda San Diego, Tipton Enterprises, Inc., d/b/a Tipton Honda, Ball Automotive Group, d/b/a Ball Honda v. American Honda Motor Co., Inc., San Diego, CA, 2005-2007.

Rusing & Lopez, Tucson, AZ, 2005.

Sonic Automotive, Inc. v. Rene R. Isip, Jr.; RRIJR Auto Group, Ltd., d/b/a Rene Isip Toyota of Lewisville, and John Eagle, Lewisville, TX, 2005.

Competitive Engineering, Inc. v. Honeywell International, Inc., Tucson, AZ, 2005.

Century Motors Corporation v. DaimlerChrysler Motors Company, LLC., St. Louis, MO, 2005.

Lone Star Truck Group, Albuquerque, NM, 2005-2006.

Thomas Bus Gulf Coast, Inc., Houston, TX, 2005.

Stoops Freightliner, Indianapolis, IN, 2005-2006.

Cameron, Worley, Forham, P.C., Nashville, TN, 2004-2005.

Around The Clock Freightliner Group, Inc., Oklahoma City, OK, 2004-2006.

Alamo Freightliner, San Antonio, TX, 2004-2005.

GKG Motors, Inc. d/b/a Suzuki of San Antonio v. Cantwell Fielder, Ltd. d/b/a Quality Suzuki and American Suzuki Motor Corporation, San Antonio, TX, 2004-2007.

Maple Shade Motor Corporation v. Kia Motors America, Inc., Turnersville, NJ, 2004-2006.

Star Houston, Inc. d/b/a Star Motor Cars, Inc. v. Mercedes-Benz-USA, LLC, Austin, TX, 2004-2006.

Perez Investments, Inc. d/b/a Rick Perez Autonet v. DaimlerChrysler Financial, L.L.C. d/b/a Chrysler Financial, L.L.C.; DaimlerChrysler Motors Corporation, Austin, TX, 2004.

Mazda Motors of America v. Maple Shade Motor Corporation, d/b/a Maple Shade Mazda et al., Maple Shade, NJ, 2004.

Wickstrom Chevrolet-Pontiac-Buick-GMC. v. General Motors Corporation, Chevrolet Division, Austin, TX, 2004.

Sea Coast Chevrolet - Oldsmobile, Inc. Belmar, NJ, 2004.

Steve Taub, Inc. d/b/a Taub Audi v. Audi Of America, Inc., Santa Monica, CA, 2003.

Toledo Mack Sales and Service, Inc. v. Mack Truck, Inc., Columbus, OH, 2003.

Bayshore Ford Truck Sales, Inc., et al. v. Ford Motor Company, New Castle, DE, 2003-2013.

Maritime Ventures, LLC; Maritime Motors, Inc. v. City of Norwalk; Norwalk Redevelopment Agency, Norwalk, CT, 2003.

Cox Nuclear Pharmacy, Inc. and Accuscan, LLC v. CTI Molecular Imaging, Inc., Mobile, AL, 2002-2004.

Mazda Motor of America, Inc. v. David J. Phillips Buick-Pontiac, Inc., Orange County, CA, 2002- 2003.

Kinnach Ford, Norfolk, VA, 2002-2008.

Brown & Brown Chevrolet v. General Motors, Phoenix, AZ, 2002.

New Country Toyota, Durango, CO, 2002-2003.

ALCO Cadillac-Pontiac Sales, Inc. v. General Motors Corp. et al, Englewood Cliffs, NJ, 2001-2003.

Al Serra Chevrolet, Inc. v. General Motors Corp., Flint, MI, 2001.

Bayou Ford Truck Sales, Inc. d/b/a Bayou City Ford-Sterling v. Sterling Truck Corp., Houston, TX, 2001-2002.

Fred Lavery Company et al. v. Nissan North America, Inc., et al., Birmingham, MI, 2000-2002.

Tamaroff Buick and Sunshine Automotive, Inc. v. American Honda, Detroit, MI, 2000-2006.

Applegate Chevrolet, Inc. v. General Motors Corporation Flint, MI, 2000-2001.

Anchorage Chrysler Center, Inc. v. DaimlerChrysler Motors Corporation, Anchorage, AK, 2000-2003.

Ford Motor Company v. Pollock Motor Co., Inc. f/k/a Pollock Ford Co., Inc., v. Ford Motor Credit, Gadsden, AL, 1999-2001.

Suzuki Motor Corporation Japan v. Consumers Union of United States, Inc., Orange County, CA, 1999.

Arata Motor Sales v. American Honda Motor Co., et al., Burlingame, CA, 1999.

Star Motor Cars v. Mercedes-Benz of North America, Inc., Houston, TX, 1998-1999.

Dispatch Management Services Corp., in Aero Special Delivery, Inc. v. United States of America, San Francisco, CA, 1999-2003 (est).

Arnold Lincoln Mercury v. Ford Motor Co., Detroit, MI, 1999-2000.

Landmark Chevrolet Corporation v. General Motors Corporation et al, Houston, TX, 1998-2002.

Ford Dealers of Greater Toronto, Toronto, ONT, Canada 1998-2003.

Volkswagen of America, Inc., et al. v. Pompano Imports, Inc., d.b.a. Vista Motor Company, Pompano Beach, FL, 1998-1999.

PUBLICATIONS

Mark M. Leitner, Joseph S. Goode, and Ted Stockton, “Franchise and Dealership Litigation Damages” in *The Comprehensive Guide to Economic Damages*, ed. Nancy Fannon and Jonathan Dunnitz, 6th Edition, Business Valuation Resources, 2020.

Joseph S. Goode, Mark M. Leitner, and Ted Stockton, “Franchise and Dealership Litigation Damages” in *The Comprehensive Guide to Economic Damages*, ed. Jonathan Dunnitz and Nancy Fannon, 5th Edition, Business Valuation Resources, 2018.

"Understanding Sales Performance Measurements: How Average Became the New Minimum," *Dealer Law Review*, Issue 14.3, Winter 2014, pp. 1-2.

White Paper: Customer Satisfaction Measurement, co-authored with Dr. Ernest H. Manuel, Jr., 2012.

White Paper: Generalized Retail Sales Effectiveness [restricted distribution], co-authored with Dr. Ernest H. Manuel, Jr., 2012.

Time Inspection Study Report of the Brotherhood of Maintenance of Way Employee Division/IBT (BMWED), Submitted to The Committee on Transportation and Infrastructure of the House of Representatives and The Committee on Commerce, Science, and Transportation of the Senate, 2011.

White Paper: Customer Satisfaction, co-authored with Dr. Ernest H. Manuel, Jr., 2010.

White Paper: Sales Effectiveness (RSI and MSR): Flaws in Manufacturers' Measurement of Dealers' Sales Performance, co-authored with Dr. Ernest H. Manuel, Jr., 2010.

OTHER

Developments in Sales Metrics, presentation to AutoCPA Group, Sun Valley, Idaho, October 1, 2018.

Conditional Margin, Tiered Margins, Market Stratification, and Project Pinnacle, presentation to National Association of Dealer Counsel, with Harry Zanville, April 25, 2017.

Business Cycles and Fraud, presentation to AutoCPA Group, September 23, 2016.

Trends in Franchise Economics and a Theory of Dealer Investment, presented to CPA group, Oklahoma City, OK, 2014.

“Sales expectations vs Sales Expectations,” presentation to AutoCPA Group, 2013.

Testimony before the Texas House of Representatives on behalf of the Texas Automobile Dealers Association regarding public policy issue related to franchise law, April 9, 2013.

"Navigating the Post-Slump Environment," presentation to Chief Financial Officers Group, Palm Springs, CA, April 2012.

“How Dealers Can Protect Themselves” presentation to AutoCPA Group, 2011.

Minnesota Auto Dealers, issues related to General Motors and Chrysler bankruptcies and dealer arbitrations, 2010.

Arizona Electric Power Cooperative, hourly load forecasting using econometric estimation, 2006.

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

MARK D. CHAPMAN, *et al.*,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

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

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

**DECLARATION OF STEVE W. BERMAN IN SUPPORT OF PLAINTIFFS’
MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT**

I, STEVE W. BERMAN, hereby declare as follows:

1. I am one of the lawyers representing Plaintiffs and the certified Classes in this matter. I am the Managing Partner at Hagens Berman Sobol Shapiro LLP. I make these statements based upon personal knowledge, and I am otherwise competent to testify in this matter.

2. I, along with my colleague Jerrod Patterson, have significant experience litigating consumer class actions, including automotive defect cases. A copy of our resumes is attached hereto as Exhibit A.

3. From approximately June 2019 through July 2023, the Parties have collectively exchanged more than 145 sets of discovery requests and responses; produced and reviewed more than 44,500 documents; conducted 15 class representative vehicle inspections; conducted 30 depositions; and produced 21

expert reports, including 17 Plaintiffs' expert reports and four GM expert reports, totaling more than 870 substantive pages in length.

4. On April 10 and 15, 2024, Shelby Smith, an attorney at my Firm, personally conferred with Class Representatives Howton and Alliss, respectively, regarding the Class Settlement Agreement, and both of them approved the settlement and its terms.

5. This settlement was reached only after arm's-length and good faith negotiations between the parties with Detroit-based mediator Tom McNeill. I met with Mr. McNeill on several occasions informally to discuss the mediation, and attended formal mediation sessions with GM's counsel as well, over the course of the nine-month negotiation.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed June 7, 2024, in Seattle, Washington.

s/ Steve W. Berman

Steve W. Berman

CERTIFICATE OF SERVICE

I hereby certify that on June 7, 2024, the foregoing document was electronically filed using the Court's electronic filing system, which will notify all counsel of record authorized to receive such filings.

/s/ Steve W. Berman _____

Steve W. Berman

Exhibit A



HAGENS BERMAN

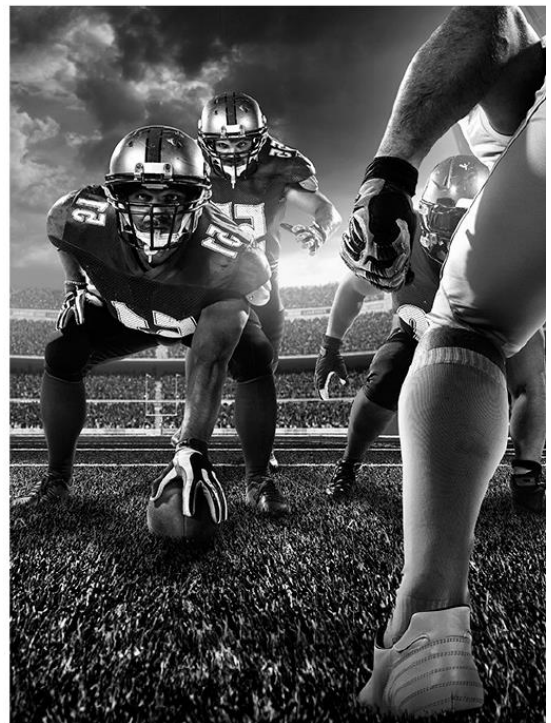
Auto Cases 1-888-381-2889 Email Tip Line f t s

CASES ATTORNEYS NEWS & INSIGHT ABOUT PRACTICES SUCCESS BLOG

Trailblazer

Managing Partner, Steve Berman,
Winner of the National Trial Lawyers' Trailblazer Award

... states that 14.7 million people have been



Hagens Berman is a national leader in class-action litigation driven by an international team of legal powerhouses. With a tenacious spirit, we are motivated to make a positive difference in people's lives.

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INTRODUCTION

The Firm

Hagens Berman Sobol Shapiro LLP was founded in 1993 with one purpose: to help victims with claims of fraud and negligence that adversely impact a broad group. Through the firm's focus on class-action litigation and other complex, multi-party cases, it fights for those seeking representation against wrongdoing and fraud. As the firm grew, it expanded its scope while staying true to its mission of taking on important cases that implicate the public interest and the greater good. We represent plaintiffs including consumers, inventors, investors, workers, the environment, governments, whistleblowers and others.

We are one of the nation's leading class-action law firms and have earned an international reputation for excellence and innovation in ground-breaking litigation against large corporations.

OUR FOCUS

Our focus is to represent plaintiffs in [antitrust](#), [consumer fraud](#), product liability, tort, [sexual harassment](#), [securities and investment fraud](#), [employment](#), [whistleblower law](#), [intellectual property](#), [environmental](#) and employee pension protection cases. Our firm is particularly skilled at managing multistate and nationwide class actions through an organized, coordinated approach. Our skilled team implements an efficient and aggressive prosecutorial strategy to place maximum pressure on defendants.

WE WIN

We believe excellence stems from a commitment to try each case, vigorously represent the best interests of our clients and obtain maximum recovery. Our opponents know we are determined and tenacious, and respect our skills and recognize our track record of achieving top results for those who need it most.

WHAT MAKES US DIFFERENT

We are driven to return to the class every possible portion of its damages—our track record proves it. While many class action or individual plaintiff cases result in large legal fees and no meaningful outcome for the client or class, Hagens Berman finds ways to return real value to the victims of corporate fraud and malfeasance through damages and real change.

AN INTERNATIONAL REACH

Our firm offers clients an international scope of practice. We have flourished through our core network of U.S. offices, and with a global expansion, Hagens Berman has grown geographically to where our eyes have always been: trends of fraud, negligence and wrongdoing taking form anywhere in the world. The firm now does business through endeavors in London and Amsterdam. Our reach is not limited to the cities where we maintain offices. We have cases pending in several countries and have a vested interest in fighting global instances of oppression and injustice.

INTRODUCTION

Locations

SEATTLE

1301 Second Avenue, Suite 2000
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T 206-623-7292
F 206-623-0594

CHICAGO

455 N. Cityfront Plaza Drive, Suite 2410
Chicago, IL 60611
T 708-628-4949
F 708-628-4950

PHOENIX

11 West Jefferson Street, Suite 1000
Phoenix, AZ 85003
T 602-840-5900
F 602-840-3012

BERKELEY

715 Hearst Avenue, Suite 300
Berkeley, CA 94710
T 510-725-3000
F 510-725-3001

LOS ANGELES

301 North Lake Avenue, Suite 920
Pasadena, CA 91101
T 213-330-7150
F 213-330-7152

SAN DIEGO

533 F Street
Suite 207
San Diego, CA 92101
T 619-929-3340

BOSTON

1 Faneuil Hall Square, 5th Floor
Boston, MA 02109
T 617-482-3700
F 617-482-3003

NEW YORK

555 Fifth Avenue, Suite 1700
New York, NY 10017
T 212-752-5455
F 917-210-3980

LONDON

Hagens Berman UK LLP
125 Old Broad Street
London, EC2N 1AR
T 0203 150 1445

INTRODUCTION

Quotes

“[A] clear choice emerges. That choice is the Hagens Berman firm.”

— *U.S. District Court for the Northern District of California, In re Optical Disk Drive Products Antitrust Litigation (Appointing the firm lead counsel in the case which would later usher in \$180 million in settlements.)*

“Landmark consumer cases are business as usual for Steve Berman.”

— *The National Law Journal, naming Steve Berman one of the 100 most influential attorneys in the nation for the third time in a row*

“Berman is considered one of the nation’s top class action lawyers.”

— *Associated Press*

“Class counsel has consistently demonstrated extraordinary skill and effort.”

— *Hon. James Selna, Central District of California, In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices and Products Liability Litigation, (The firm was appointed co-lead counsel without submitting to lead the case, and later achieved what was then the largest settlement in history brought against an automaker – \$1.6 billion.)*

“...I have never worked with such professional, decent counsel.”

— *Hon. Dennis M. Cavanaugh, United States District Judge (Retired), Transcript Of Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation, (Hagens Berman helped secure a \$700 million settlement for class members and served as interim class counsel.)*

“...the track record of Hagens Berman[‘s] Steve Berman is...impressive, having racked... a \$1.6 billion settlement in the Toyota Unintended Acceleration Litigation and a substantial number of really outstanding big-ticket results.”

— *Hon. Milton I. Shadur, Senior U.S. District Judge, naming Hagens Berman interim class counsel in Stericycle Pricing MDL (Hagens Berman served as lead counsel and secured a \$255 million settlement for class members.)*

“...when you get good lawyers this is what happens; you get these cases resolved.”

— *Hon. Dennis M. Cavanaugh, United States District Judge (Retired) Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation*

“...Class counsel have devoted considerable time and resources to this litigation...”

— *Hon. Dennis M. Cavanaugh, United States District Judge (Retired) Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation*

“...This result...puts significant money into the pockets of all of the class members, is an excellent result. ...I’ve also looked at the skill and quality of counsel and the quality of the work... and find that to have been at a high level.”

— Hon. Beth Labson Freeman, United States District Judge
Final Approval of Settlement Hearing for Dean Sheikh et al v. Tesla, Inc.

“...respective clients certainly got their money’s worth with these attorneys and the work that they did on their behalf. ...Plaintiffs did an excellent job on behalf of their clients in this case.”

— Hon. Dennis M. Cavanaugh, United States District Judge (Retired)
Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation

“Class Member reaction to the Mercedes Settlement is overwhelmingly positive.”

— Hon. Dennis M. Cavanaugh (Ret.) Special Master, *In re Mercedes-Benz Emissions Litigation*

“I will reiterate that class counsel has demonstrated over many years, superior experience and capability in handling class actions of this sort.”

— Hon. Beth Labson Freeman, United States District Judge, *Final Approval of Settlement Hearing for Dean Sheikh et al v. Tesla, Inc.*

“Not only did they work hard and do what was appropriate under the circumstances; their behavior was exemplary throughout. They were fair and firm. There were no pushovers involved here.”

— Hon. Dennis M. Cavanaugh, United States District Judge (Retired)
Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation

INTRODUCTION

Victories & Settlements

The firm has recovered more than \$320 billion on behalf of class members in large-scale complex litigation.

\$260 BILLION

STATE TOBACCO LITIGATION

Hagens Berman represented 13 states prosecuting major actions against Big Tobacco. The settlement led to a multistate settlement requiring the tobacco companies to pay the states and submit to advertising and marketing restrictions. It was the largest civil settlement in history.

\$25 BILLION

VISA CHECK/MASTERMONEY ANTITRUST LITIGATION

The firm served as co-lead counsel in what was then the largest antitrust settlement in history. The class-action lawsuit alleged that Visa and MasterCard engaged in an anticompetitive scheme to monopolize the debit card services market and charge merchants artificially inflated interchange fees by tying merchant acceptance of their debit card services, Visa Check and MasterMoney, to merchant acceptance of their credit card services. Settlements secured categories of relief that court decisions valued at as much as \$25-87 billion.

\$14.7 BILLION

VOLKSWAGEN EMISSIONS LITIGATION

Hagens Berman was named a member of the plaintiffs' steering committee and part of the settlement negotiating team in this monumental case that culminated in the largest automotive settlement in history. The firm was the first law firm to file against Volkswagen regarding its Dieselgate emissions-cheating scandal.

\$1.6 BILLION

TOYOTA UNINTENDED ACCELERATION LITIGATION

Hagens Berman served as co-lead counsel and secured what was then the largest automotive settlement in history in this class action that recovered \$1.6 billion for vehicle owners.

\$1.6 BILLION

VOLKSWAGEN FRANCHISE DEALERS LITIGATION

The firm served as lead counsel representing VW franchise dealers in this lawsuit related to VW's Dieselgate scandal. The settlement recovered nearly full damages for the class.

\$1.45 BILLION

MERACORD

The firm secured a default judgment on behalf of consumers for a useless debt-settlement conspiracy, following years of plaintiff victories in the case. Hagens Berman filed its lawsuit in 2011, on behalf of consumers nationwide, claiming the company violated Washington law and the federal Racketeer Influenced and Corrupt Organizations Act.

\$1.3 BILLION

HYUNDAI KIA THETA II GDI FIRE HAZARD LITIGATION I

Hagens Berman is co-lead counsel in this case accusing automakers of selling vehicles with failure-prone engines that could sometimes catch fire. The case is still pending litigation pertaining to other affected models.

\$700 MILLION

MERCEDES BLUETEC EMISSIONS LITIGATION

A monumental settlement was reached on behalf of owners of Mercedes vehicles affected by Daimler's emissions cheating. The case was initially filed and researched by Hagens Berman, based on the firm's independent vehicle testing, and the firm served as co-lead counsel. The consumer settlement followed a \$1.5 billion settlement between Mercedes and the U.S. Justice Department and California Air Resources Board. The settlement includes an \$875 million civil penalty for violating the Clean Air Act.

\$700 MILLION

WASHINGTON PUBLIC POWER SUPPLY SYSTEM (WPPSS) SECURITIES LITIGATION

Hagens Berman represented bondholders and the trustee in a class action stemming from the failure of two nuclear projects. Plaintiffs were awarded a \$700 million settlement.

\$616 MILLION

APPLE E-BOOKS ANTITRUST LITIGATION

Hagens Berman served as co-lead counsel against Apple and five of the nation's largest publishing companies and secured a combined \$616 million settlement, returning class members nearly twice their losses in recovery, following the firm's victory over Apple after it appealed the case to the U.S. Supreme Court.

\$535 MILLION

CHINA MEDIAEXPRESS HOLDINGS, INC. SECURITIES LITIGATION

Hagens Berman, which served as lead counsel in the case, alleged on behalf of a class of investors that China MediaExpress Holdings made false and misleading statements, including misrepresentations about its revenues, the number of buses in its network and the nature of its business relationships. The lawsuit resulted in relief for investors valued at \$535 million.

\$470 MILLION

LCD ANTITRUST LITIGATION

Hagens Berman served as a member of the Executive Committee representing consumers in multi-district litigation. Total settlements exceeded \$470 million.

\$453 MILLION

GLUMETZA ANTITRUST LITIGATION

The court denied summary judgment and paved the way for trial in this litigation against brand and generic manufacturers of the diabetes drug Glumetza. Hagens Berman served as co-lead counsel for the direct purchaser class. U.S. District Judge William Alsup approved \$453.85 million in settlements resolving direct purchasers' allegations. The result was the largest antitrust recovery to receive final approval in 2022.

\$444 MILLION

MCKESSON DRUG LITIGATION

Hagens Berman was lead counsel in a series of racketeering cases against McKesson for drug pricing fraud that settled for more than \$444 million on the eve of trials.

\$383.5 MILLION

DAVITA HEALTHCARE PERSONAL INJURY LITIGATION

A Denver jury awarded a monumental \$383.5 million verdict to families of three patients who died after receiving dialysis treatments at DaVita clinics.

\$406 MILLION

DRAM ANTITRUST LITIGATION

The firm was co-lead counsel in this antitrust case which settled for \$406 million in favor of purchasers of dynamic random access memory chips.

\$385 MILLION

SUBOXONE ANTITRUST LITIGATION

Hagens Berman was co-lead counsel in this pharmaceutical antitrust class action alleging defendants violated federal antitrust laws by delaying generic competition for its blockbuster opioid addiction medicine, Suboxone.

\$340 MILLION

RANBAXY INC.

Hagens Berman served as co-lead counsel representing Meijer Inc. and Meijer Distribution Inc. in a class-action lawsuit against drugmaker Ranbaxy. The lawsuit alleged it recklessly stuffed the generic drug approval queues with grossly inadequate applications and deceiving the FDA into granting tentative approvals to lock in statutory exclusivities to which Ranbaxy was not entitled. Ranbaxy then excluded competition at the expense of U.S. drug purchasers. The settlement was part of a \$485 million settlement for all plaintiffs. The result was the second largest antitrust recovery to receive final approval in 2022.

\$338 MILLION

AVERAGE WHOLESALE PRICE DRUG LITIGATION

Hagens Berman was lead counsel in this ground-breaking drug pricing case against the world's largest pharmaceutical companies, resulting in a victory at trial. The court approved a total of \$338 million in settlements.

\$325 MILLION

NEURONTIN PFIZER LITIGATION

The firm brought suit against Pfizer and its subsidiary, Parke-Davis, accusing the companies of a fraudulent scheme to market and sell the drug Neurontin for a variety of "off-label" uses for which it is not approved or medically efficacious.

\$307 MILLION

ECODIESEL EMISSIONS CHEATING LITIGATION

The firm achieved a settlement on behalf of owners of EcoDiesel Dodge 1500 and Jeep Grand Cherokee vehicles in response to Fiat Chrysler's emissions-cheating. Under the settlement, class members who repair their vehicles and submit a claim will receive \$3,075. The total value of the deal is estimated at \$307 million, granted all owners submit a valid claim.

\$300 MILLION

HYUNDAI/KIA HYDRAULIC ELECTRONIC CONTROL UNIT (HECU) FIRE HAZARD

Approximately three million Hyundai and Kia vehicles nationwide were affected by a dangerous defect in the hydraulic and electronic control units (HECU), also known as anti-lock brake (ABS) modules which posed a risk of non-collision engine fires. Conservatively, plaintiffs' experts valued the settlement achieved by Hagens Berman as co-class counsel in the range of \$326 million to \$652 million.

\$295 MILLION

STERICYCLE, STERI-SAFE LITIGATION

Hagens Berman served as lead counsel representing small businesses including veterinary clinics, medical clinics and labs in a class-action lawsuit alleging Stericycle's billing practices and accounting software violated consumer laws and constituted breach of contract.

\$255 MILLION

HYUNDAI & KIA FUEL ECONOMY LITIGATION

Hagens Berman filed a class-action lawsuit on behalf of consumers alleging Hyundai and Kia overstated fuel economy for many vehicles they sold in the United States.

\$250 MILLION

ENRON ERISA LITIGATION

Hagens Berman was co-lead counsel in this ERISA litigation, which recovered in excess of \$250 million, the largest ERISA settlement in history.

\$250 MILLION

BOFA COUNTRYWIDE APPRAISAL RICO

Hagens Berman served as co-lead counsel in a nationwide class-action lawsuit against Bank of America, Countrywide Financial and appraisal firm LandSafe Inc. on behalf of a class of home buyers accusing the suit's defendants of carrying out a series of phony appraisals in an attempt to secure more loans.

\$235 MILLION

CHARLES SCHWAB SECURITIES LITIGATION

The firm was lead counsel in this action alleging fraud in the management of the Schwab YieldPlus mutual fund. A \$235 million class settlement was approved by the court.

\$234 MILLION

AEQUITAS CAPITAL MANAGEMENT

The firm settled this case on behalf of 1,600 investors of the now-defunct Aequitas companies. It is believed to be the largest securities settlement in Oregon history.

\$218 MILLION

JP MORGAN MADOFF

Hagens Berman settled this case on behalf of Bernard L. Madoff investors in a suit filed against JPMorgan Chase Bank, its parents, subsidiaries and affiliates. The settlement against JPMorgan involved three simultaneous, separately negotiated settlements totaling more than \$2.2 billion.

\$215 MILLION

USC, DR. GEORGE TYNDALL SEXUAL ABUSE AND HARASSMENT

The firm served as co-lead counsel and secured a \$215 million settlement on behalf of a class of thousands of survivors of sexual assault against the University of Southern California and its Dr. George Tyndall, the full-time gynecologist at USC's student health clinic.

\$212 MILLION

TOYOTA, LEXUS DENSO FUEL PUMP DEFECT

Hagens Berman represented consumers in a lawsuit alleging that Toyota Motor Corp. sold vehicles with faulty engines made by Denso International America Inc. The defect left vehicle owners at risk of spontaneous vehicle shutdown, engine stall and other safety risks that increased the likelihood of a crash or injury. The settlement brought relief to more than 3.3 million vehicle owners.

\$208 MILLION

NCAA SCHOLARSHIP CAP ANTITRUST LITIGATION

Hagens Berman was co-lead counsel in the damages portion of this historic antitrust class action claiming the NCAA unlawfully capped the value of athletic scholarships. In a historic ruling, the U.S. Supreme Court unanimously upheld a trial victory regarding the injunctive portion of the case securing monumental improvements for college athletes, and forever changing college sports. Steve Berman served as trial counsel.

\$205 MILLION**OPTICAL DISC DRIVES (ODD) ANTITRUST LITIGATION**

Hagens Berman served as lead counsel on behalf of consumers in a lawsuit filed against Philips, Pioneer and others for artificially inflating the price of ODDs.

\$200 MILLION**NEW ENGLAND COMPOUNDING PHARMACY MENINGITIS OUTBREAK LITIGATION**

Hagens Berman attorneys served as lead counsel for the plaintiffs' steering committee on behalf of plaintiff-victims of the 2012 fungal meningitis outbreak that led to more than 64 deaths and hundreds of joint infection cases.

\$181 MILLION**BROILER CHICKEN ANTITRUST LITIGATION**

Hagens Berman serves as interim class counsel in a case against Tyson, Purdue and 16 other chicken producers for allegedly conspiring to stabilize chicken prices by reducing production. The firm continues to litigate the case against remaining defendants.

\$169 MILLION**ANIMATION WORKERS**

Hagens Berman was co-lead counsel for a class of approximately 10,000 animators and other artistic workers in an antitrust class action against Pixar, DreamWorks, The Walt Disney Company, Sony and others for allegedly conspiring to restrain competition and suppress industry wages. A \$169 million settlement resulted in a payment of more than \$13,000 per class member.

\$150 MILLION**FLONASE ANTITRUST LITIGATION**

Hagens Berman was co-lead counsel representing purchasers in this case alleging GlaxoSmithKline filed petitions to prevent the emergence of generic competitors to its drug Flonase to overcharge consumers and purchasers of the drug, which would have been priced lower had a generic competitor been allowed to come to market.

\$150 MILLION**LUPRON CONSUMER LITIGATION**

Hagens Berman served as co-lead counsel on behalf of consumers and third-party payors who purchased the drug Lupron. Under the terms of the settlement, TAP Pharmaceuticals paid \$150 million on behalf of all defendants.

\$125 MILLION**PHARMACEUTICAL AWP LITIGATION**

Hagens Berman was lead counsel against 11 pharmaceutical companies, including Abbott Laboratories and Watson Pharmaceuticals, resulting in multiple settlements between 2006 and 2012. Defendants agreed to pay \$125 million in a nationwide settlement for intentionally inflating reports of the average wholesale prices (AWP) on certain prescription medications.

\$123.4 MILLION**EXPEDIA LITIGATION**

Hagens Berman led this class action arising from bundled "taxes and service fees" that Expedia collects when its consumers book hotel reservations. Plaintiffs alleged that by collecting exorbitant fees as a flat percentage of the room rates, Expedia violated both the Washington Consumer Protection Act and its contractual commitment to charge as service fees only "costs incurred in servicing" a given reservation.

\$120 MILLION**GENERAL MOTORS**

Hagens Berman represented owners of GM-branded vehicles as co-lead counsel in a national class-action lawsuit seeking compensation, statutory penalties and punitive damages against GM on behalf of owners of millions of vehicles affected by alleged safety defects and recalls. The court granted final approval to a \$120 million settlement on behalf of affected GM vehicle owners on Dec. 18, 2020. Under the settlement, a trust controlled by creditors in GM's 2009 bankruptcy contributed up to \$50 million.

\$120 MILLION**LOESTRIN ANTITRUST LITIGATION**

Hagens Berman served as interim co-lead counsel for the certified class of direct purchasers. The parties reached a proposed settlement shortly before trial.

\$113 MILLION**BATTERIES ANTITRUST LITIGATION**

Hagens Berman served as co-lead counsel and secured a settlement in this class-action lawsuit against some of the largest electronics manufacturers for allegedly illegally fixing the price of lithium-ion batteries, pushing costs higher for consumers.

\$108 MILLION

FIAT CHRYSLER LOW OIL PRESSURE

As co-lead counsel, Hagens Berman represented a class of owners of Fiat Chrysler vehicles allegedly prone to spontaneous shut off when oil pressure is low. A federal judge approved a settlement valued at \$108 million comprised of comprehensive relief including extended warranties, software upgrades, free testing and repairs and repair reimbursements.

\$100 MILLION

APPLE IOS APP STORE LITIGATION

In this lawsuit against Apple, the firm served as interim lead counsel in this matter and represented U.S. iOS developers against the tech giant. The suit accused Apple of monopolizing distribution services for iOS apps and in-app digital products, allegedly resulting in commission overcharges. Apple agreed to pay \$100 million and make developer-friendly changes to its App Store policy.

\$100 MILLION

OPPENHEIMER CORE BOND AND CHAMPION INCOME FUNDS LITIGATION

Hagens Berman obtained settlements in two cases alleging that various Oppenheimer entities and certain individual defendants made materially false or misleading statements and omissions to the investing public regarding the investment profile and objectives of the two funds.

\$100 MILLION

TENET HEALTHCARE

Hagens Berman achieved a settlement on behalf of uninsured patients who received care at Tenet facilities nationwide, alleging that the patients were charged excessive prices at 114 hospitals owned and operated by Tenet Healthcare. The suit claimed that Tenet took advantage of the uninsured and working poor who did not have the economic leverage to negotiate lower rates, while giving discounts to HMO's and other large payers.

\$100 MILLION

TREMONT LITIGATION

The firm filed a class action on behalf of investors alleging the company and others grossly neglected fiduciary duties by turning capital over to Bernard Madoff Investment Securities.

\$98 MILLION

PROGRAF ANTITRUST LITIGATION

Hagens Berman served as court-appointed co-lead class counsel representing a class of direct purchasers of Prograf. The antitrust lawsuit alleges that Astellas violated antitrust laws by filing a petition with the FDA as a means of delaying entry of a generic version of Prograf, a drug used to prevent organ rejection by kidney, liver, heart and lung transplant patients.

\$95 MILLION

APPLECARE

This class action secured compensation for iPhone, iPad and iPod owners who bought AppleCare or AppleCare+ coverage. The suit accused Apple of using inferior, refurbished or used parts in device replacements, despite promising to provide consumers with a device "equivalent to new in performance and reliability," and Hagens Berman reached a settlement with the tech giant in April 2022, resolving these claims.

\$94 MILLION

CELEBREX ANTITRUST LITIGATION

Hagens Berman litigated claims on behalf of a certified class of direct purchasers alleging Pfizer obtained reissuance of a follow-on patent by defrauding the Patent and Trademark Office. The case settled just weeks before trial.

\$92.5 MILLION

BOEING SECURITIES LITIGATION

Boeing and Hagens Berman agreed to a settlement to this shareholder suit filed in November 1997 by Hagens Berman. The settlement, the then second largest awarded in the Northwest, affected tens of thousands of Boeing common stock shareholders.

\$90 MILLION

GOOGLE PLAY STORE APP DEVELOPERS

The firm filed a class action on behalf of Android app developers for violating antitrust laws by allegedly illegally monopolizing markets for Android app distribution and in-app payment processing. A \$90 million settlement has been preliminarily approved.

PRACTICE AREAS

Automotive – Defect, Fraud & Products Liability

In litigating cases, we strive to make an impact for large classes of consumers, especially those who fall victim to the gross negligence and lack of oversight of one of the nation's largest industries: auto manufacturing. Hagens Berman's automotive litigation team has repeatedly been named a Practice Group of the Year by Law360, highlighting its "eye toward landmark matters and general excellence" in this area of law.

The federal court overseeing the massive multi-district litigation against Toyota appointed the firm to co-lead one of the largest consolidations of class-action cases in U.S. history. The litigation combined more than 300 state and federal suits concerning acceleration defects tainting Toyota vehicles. Hagens Berman was selected from more than 70 law firms applying for the role. Since then, the firm's automotive practice area has grown at an unrivaled pace, pioneering new investigations into emissions-cheating, defects, false marketing and safety hazards affecting the wellbeing of millions of drivers.

Hagens Berman's work fighting corporate wrongdoing in the automotive industry has repeatedly earned it a spot in the National Law Journal's list of Elite Trial Lawyers, and the firm's auto team who worked on *Toyota* were also named finalists for Public Justice's Trial Lawyer of the Year award.

Our firm has been a leader in this area of law for nearly a decade, and our settled cases include the following matters related to public safety, defect mitigation and more.

TOYOTA SUDDEN, UNINTENDED ACCELERATION LITIGATION

Steve Berman served as co-lead counsel for the economic loss class in this lawsuit filed on behalf of Toyota owners alleging a defect caused vehicles to undergo sudden, unintended acceleration. In addition to safety risks, consumers suffered economic loss from decreased value of Toyota vehicles following media coverage of the alleged defect.

RESULT: \$1.6 billion settlement, which was the largest automotive settlement in history at the time, surpassed only by the firm's future settlements

HYUNDAI/KIA THETA II GDI ENGINE FIRE HAZARD LITIGATION I

As co-lead counsel against Hyundai and Kia, Hagens Berman helped secure a \$1.3 billion settlement on behalf of owners of cars affected by an engine defect causing spontaneous fires. The compensation includes lifetime warranty protection, software installation aimed to detect and prevent the engine defect, reimbursements for repair-related costs and lost value due to engine failures or fires, and payment for repair delays.

RESULT: \$1.3 billion settlement

HYUNDAI/KIA ENGINE FIRE HAZARD LITIGATION II

Following the firm's \$1.3 billion settlement on behalf of owners of cars affected by an engine defect causing spontaneous fires in millions of Hyundai and Kia cars, Hagens Berman, which served as co-lead counsel in this case, also secured an additional settlement concerning engines not included in the first settlement. The newest settlement brings

relief to owners of about 2.1 million vehicles with Gamma GDI and Nu GDI engines as well as Theta II MPI engines. “The settlement is comprehensive in compensating class members for the harms suffered and providing protection against future harms,” Judge Staton said, noting that the deal is substantially similar to the one finalized in May 2021 in *In re Hyundai and Kia Engine Litigation*, which was valued at up to \$1.3 billion.

RESULT: Settlement comparable to prior \$1.3 billion in *In re Hyundai and Kia Engine Litigation*

HYUNDAI/KIA HYDRAULIC ELECTRONIC CONTROL UNIT (HECU) FIRE HAZARD LITIGATION

Hagens Berman filed this class-action lawsuit against automakers Hyundai and Kia on behalf of owners and lessees of approximately three million U.S. vehicles regarding a defect affecting the vehicles’ hydraulic and electronic control units. The defect, which the lawsuit alleges Hyundai and Kia were aware of upon selling the affected vehicles, can cause electrical short-circuits and engine fires. Conservatively, plaintiffs’ expert values the settlement in the range of \$326 million to \$652 million, depending on relief claimed by affected owners and lessors.

RESULT: Settlement valued at more than \$300 million

HYUNDAI KIA FUEL ECONOMY LITIGATION

Hagens Berman sued Hyundai and Kia on behalf of owners after the car manufacturers overstated the MPG fuel economy ratings on 900,000 of their cars. The suit seeks to give owners the ability to recover a lump-sum award for the lifetime extra fuel costs, rather than applying every year for that year’s losses.

RESULT: \$255 million settlement. Lump-sum payment plan worth \$400 million on a cash basis, and worth even more if owners opt for store credit (150 percent of cash award) or new car discount (200 percent of cash award) options.

TOYOTA, LEXUS DENSO FUEL PUMP LITIGATION

The firm filed this class action regarding a defect in the DENSO fuel pump installed in the affected Toyota and Lexus vehicles which can leave vehicle owners at risk of spontaneous vehicle shutdown, engine stall and other safety risks that increase the likelihood of a crash or injury.

RESULT: Settlement valued between \$212 million and \$288 million

HYUNDAI KIA CAR THEFT DEFECT LITIGATION

Serving as co-lead counsel, the firm achieved swift relief in this class action stemming from Hyundai and Kia’s failure to equip nearly nine million 2011-2022 models with an immobilizer, a common antitheft device in modern cars which prevents most vehicles from being started unless a code is transmitted from the vehicle’s smart key. The lack of immobilizer in affected vehicles spawned viral “Kia Challenge” TikTok videos demonstrating simple measures “Kia Boys” take to steal affected Hyundai and Kia vehicles using only a common USB charging cord or similar metal object to start the engine, allowing thieves to steal them in less than 90 seconds.

RESULT: Settlement-in-principle valued at more than \$200 million

GENERAL MOTORS IGNITION SWITCH LITIGATION

The firm served as co-lead counsel in a high-profile case on behalf of millions of owners of recalled GM vehicles affected by a safety defect linked to more than 120 fatalities. The lawsuit alleged GM did not take appropriate remedial measures, despite having prior knowledge of the defect.

RESULT: \$120 million settlement

FIAT CHRYSLER (FCA) LOW OIL PRESSURE SHUT OFF LITIGATION

Hagens Berman represented owners of Chrysler, Dodge, Fiat, Jeep and Ram vehicles affected by a defect causing overconsumption of oil and spontaneous vehicle shut off during low oil pressure. In 2022 a federal judge approved a settlement for owners of vehicles with 2.4L TigerShark MultiAir II engines.

RESULT: \$108 million settlement

HONDA INFOTAINMENT SYSTEM LITIGATION

In 2019, owners of Honda vehicles filed a class-action lawsuit against the automaker for a defect affecting the vehicles' infotainment system which was prone to failing to boot, freezing during use and suffering general malfunctions and glitches. Owners reported the issues on vehicles with as few as 580 miles. The U.S. district judge called the settlement for vehicle owners a "significant effort" in light of the difficulties and complexities of the case.

RESULT: \$33 million settlement

FORD MYFORD TOUCH LITIGATION

Hagens Berman served as co-lead counsel on behalf of owners of Ford vehicles equipped with MyFord Touch, an in-car communication and entertainment package, who claim that the flawed system put drivers at risk of an accident while causing economic hardship for owners. The complaint cites internal Ford documents that show that 500 of every 1,000 vehicles have issues involving MyFord Touch due to software bugs, and failures of the software process and architecture. Owners report that Ford has been unable to fix the problem, even after repeated visits.

RESULT: \$17 million settlement

ACURA RDX INFOTAINMENT SYSTEM LITIGATION

In this class-action lawsuit filed against American Honda Motor Co. Inc., owners of 2019 and 2020 Acura RDX vehicles accused the automaker of knowingly selling the vehicles with defective infotainment systems, posing a serious safety risk to drivers. The alleged defect causes many of the vehicles' features associated with the infotainment system to malfunction, including the navigation system, audio system, as well as safety features like the backup camera.

RESULT: \$10.5 million settlement

TESLA AUTOPILOT AP2 ROLLOUT DELAY LITIGATION

The firm filed a lawsuit against Tesla for knowingly selling nearly 50,000 cars with nonfunctional Enhanced Autopilot AP2.0 software that did not meet Tesla's promises, including inoperative Standard Safety Features on affected models sold in Q4 2016 and Q1 2017.

RESULT: \$5.4 million settlement

NISSAN QUEST ACCELERATOR LITIGATION

Hagens Berman represented Nissan Quest minivan owners alleging their vehicles developed deposits in a part of the engine, causing drivers to apply increased pressure to push the accelerator down.

RESULT: Settlement providing reimbursement for cleanings or replacements and applicable warranty coverage

PENDING LITIGATION AGAINST AUTOMAKERS

The firm has filed several pending cases against major automakers, including the following class actions promoting consumers' rights:

FCA CHRYSLER PACIFICA HYBRID MINIVAN ENGINE SHUTDOWN LITIGATION

Over 67,000 Chrysler plug-in hybrid electric vehicles are at risk for spontaneous power loss while the vehicle is in motion due to a serious wiring defect in the transmission of the gasoline-driven portion of the powertrain. The automaker's response to this potentially life-threatening issue falls short, leaving Chrysler customers with little recourse. According to a recall report filed with the National Highway Traffic Safety Administration in January 2023, 100% of 2017-2023 Chrysler Pacifica PHEVs are at risk for sudden engine shutoff due to this defect. Loss of motive power is total and comes

without warning, giving drivers little or no opportunity to maneuver vehicles to safety, and can occur while moving at highway speeds.

FCA CHRYSLER PACIFICA HYBRID MINIVAN FIRE HAZARD LITIGATION

In this automotive class-action lawsuit, the firm serves as co-lead counsel representing owners of 2017 and 2018 Chrysler Pacifica plug-in hybrid electric minivans. Twelve fires have been reported in Chrysler Pacifica hybrid minivans. All of the vehicles that caught fire were parked and turned off; eight of the 12 vehicles were plugged in and charging. In the recall report filed with the National Highway Traffic Safety Administration, Chrysler said the “root cause is unknown.” Hagens Berman filed a consolidated master complaint Nov. 4, 2022. The complaint highlights Fiat Chrysler’s proposed “fix” as a “Hobson’s choice foisted on consumers” that fails to solve the issue. Even after having the recall performed, at least two Hybrid Pacifica vehicles have exploded into flames in owners’ garages and driveways.

FCA DODGE RAM 1500 & 1500 CLASSIC ECODIESEL TRUCKS EGR COOLER FIRE HAZARD LITIGATION

Hagens Berman represents owners of certain Dodge Ram 1500 trucks at risk for vehicle fire. Affected trucks have been built with defective EGR coolers that can crack due to thermal fatigue. This can allow coolant to leak into the running engine, which can result in combustion and a vehicle fire.

FCA DODGE RAM 2500/3500 SCR DEFECT

The lawsuit claims that owners of 2013-2017 Dodge RAM 2500 and 3500 trucks experienced significantly reduced miles per gallon and increased fuel costs due to a defect in the selective catalytic reduction system and subsequent changes in the vehicles’ emissions system software.

FCA MONOSTABLE GEARSHIFT LITIGATION

Over 811,000 Dodge Chargers, Chrysler 300s and Jeep Grand Cherokees were equipped with defective gear shifters that could cause the vehicles to roll away after the driver attempted to place the vehicle in park. The case went to trial, resulting in a mixed verdict in which the jury found the vehicles had a design defect under Utah law. Hagens Berman continues to pursue claims for damages on behalf of a class of owners/lessees from California and New York.

FORD, GM, FCA, NISSAN CP4 HIGH-INJECTION FUEL PUMP DEFECT LITIGATION

Hagens Berman has filed multiple class-action lawsuits against the “Big Three” — Ford, GM, and FCA — in addition to Nissan on behalf of diesel truck owners due to a defective high-pressure fuel injection pump in affected vehicles. The defective part generates metallic shavings and can lead to catastrophic failure of the engine. The complaints allege defendants routinely denied repair under warranty, even though the repair costs at least \$7,000, and in some cases exceeds \$10,000. After Hagens Berman filed suit against FCA with respect to the 3.0-liter engine cars and trucks, FCA issued a safety recall for those vehicles. In March 2023, Hon. Bernard A. Friedman allowed the majority of claims against Ford to continue, and in that same month, Hon. Terrence Berg certified seven state-specific classes on behalf of GM truck owners.

FORD ESCAPE, MAVERICK AND LINCOLN CORSAIR HYBRID FIRES LITIGATION

Ford has recalled more than 100,000 of its Escape, Maverick and Lincoln Corsair hybrid models manufactured since 2020 for a risk of spontaneously catching fire due to a safety defect. The issue has been traced to leaking fluid from the vehicles’ engine block or oil pan. In response, rather than fix the faulty engine blocks and oil pans, Ford has issued “fix” instructions to its dealers that ask them to remove blinds from the grill shutter and drill holes in the floor of the engine compartment, potentially causing flammable fluids to drip into the roadway and owners’ garages and driveways. The firm’s class-action lawsuit against Ford was filed in August of 2022.

FORD MUSTANG MACH-E SHUTDOWN DEFECT LITIGATION

Owners of 2021-2022 Ford Mustang Mach-E vehicles filed a class-action lawsuit against the automaker in relation to a defective high voltage main battery contactor that can reportedly suddenly and unexpectedly cause the vehicle to lose power, disabling the engine and key safety features. The defect presents a high risk of crash, injury and death. Ford's remedies have so far been unsuccessful and may be increasing charging times and decreasing the engine power for owners.

GM PCV SYSTEM FREEZE DEFECT LITIGATION

Hagens Berman represents those affected by a serious defect in various GM vehicles. In affected vehicles, colder temperatures can cause the PCV system to become at risk of freezing, building pressure in the vehicle's crankcase. The defect can lead to a range of consequences for vehicle owners, from a seal replacement that may cost over a thousand dollars, to complete engine failure costing several thousands of dollars. Many vehicle owners complain of no warning before the seal fails, leaving them stranded in freezing temperatures.

HONDA CIVIC ELECTRONIC POWER STEERING DEFECT LITIGATION

The firm filed a class-action lawsuit accusing American Honda Motor Company of selling 2022-2023 Civics which it knew were equipped with dangerously faulty electronic power steering (EPS) systems. The EPS system failure occurs without warning and under various driving conditions, causing the vehicles to lose steering control at high speeds. The National Highway Traffic Safety Administration opened a preliminary investigation after receiving 145 reports of "momentary increase in steering effort," described as "sticky steering," which could result in the inability to avoid a road hazard.

HYUNDAI, KIA & GENESIS EV BATTERY CHARGE DEFECT

According to the suit, owners of Hyundai Ioniq 5s, Hyundai Ioniq 6s, Genesis GV60s and Kia EV6s experience vehicle charging ports overheating in as little as 30 minutes, causing charging sessions to repeatedly fail. The plaintiffs say this can leave them with unexpectedly empty vehicle batteries, and Hyundai's proposed fix for the problem is inadequate. The proposed class brings claims that the automakers violated the Computer Fraud and Abuse Act and various state consumer protection laws.

TESLA MODEL S & MODEL X SOFTWARE BATTERY DRAIN DEFECT LITIGATION

Hagens Berman has filed a lawsuit on behalf of owners and lessors of Tesla Model S and Model X vehicles, alleging that Tesla's automatic software updates are responsible for a drastic drop in battery performance and driving range in affected vehicles. In some cases, attorneys allege, the software update renders batteries fully inoperable, and drivers are told they must purchase a new \$15,000 battery.

VW ATLAS WIRING HARNESS DEFECT LITIGATION

Hagens Berman represents owners and lessors of more than 222,000 defective Volkswagen Atlas vehicles affected by a dangerous manufacturing defect in the door wiring harness. The defect can cause vehicles' systems to malfunction, affecting the functionality of airbags, brakes and more. This defect can place drivers, passengers and other traffic or pedestrians in immediate safety risk and danger of crashes.

PRACTICE AREAS

Appointed Positions in Automotive Defect Litigation

Case Name	Position	Case Status	Settlement Amount
BMW X5 and 335d Diesel Emissions	Co-Class Counsel	Active	—
CP4 Fuel Pump Defect - GM/Ford/FCA	Class Counsel	Active	—
FCA Jeep Monostable Gear Shifter Defect	Plaintiffs' Steering Committee	Active	—
Hyundai / Kia Car Theft Defect	Co-Lead Counsel	Active	<i>\$200 Million preliminarily approved</i>
Hyundai / Kia Engine Fire Hazard	Co-Lead Counsel	Active	—
FCA Chrysler Pacifica Hybrid Minivan Fire Hazard	Co-Lead Counsel	Active	—
VW/Porsche/Audi Emissions Scandal	Plaintiffs' Steering Committee	Settled	\$14.7 Billion
VW Franchise Dealerships	Lead Counsel	Settled	\$1.67 Billion
Toyota Sudden, Unintended Acceleration (SUA)	Co-Lead Counsel	Settled	\$1.6 Billion
Hyundai / Kia Theta II GDI Engine Fire Hazard Settlement	Co-Lead Counsel	Settled	\$1.3 Billion
Daimler Mercedes BlueTEC Emissions	Co-Lead Counsel	Settled	\$700 Million
FCA EcoDiesel Emissions	Plaintiffs' Steering Committee	Settled	\$307 Million
General Motors (GM)	Co-Lead Counsel	Settled	\$120 Million
Fiat Chrysler (FCA) Low Oil Pressure Shut Off	Co-Lead Counsel	Settled	\$108 Million
General Motors (GM) ERISA	Co-Lead Counsel	Settled	\$37.5 Million
Ford MyFord Touch	Co-Lead Counsel	Settled	\$17 Million



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YEARS OF EXPERIENCE

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PRACTICE AREAS

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[Governmental Representation](#)
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[Patent Litigation](#)
[Qui Tam](#)
[Securities](#)
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[Sports Litigation](#)
[Whistleblower](#)

BAR ADMISSIONS

- Illinois
- Washington
- Foreign Registered Attorney in England and Wales

COURT ADMISSIONS

- Supreme Court of the United States
- U.S. Court of Appeals for the First Circuit
- U.S. Court of Appeals for the Second Circuit

MANAGING PARTNER

Steve W. Berman

Served as co-lead counsel against Big Tobacco, resulting in the **largest settlement in world history**, and at the time **the largest automotive, antitrust, ERISA and securities settlements in U.S. history**

INTRODUCTION

Steve Berman has dedicated this career as a class-action plaintiffs' lawyer to improving the lives of those most in need. He represents large classes of consumers, investors and employees in large-scale, complex litigation held in state and federal courts. Steve's trial experience has earned him significant recognition and led The National Law Journal to name him one of the **100 most powerful lawyers in the nation**, and to repeatedly name Hagens Berman one of the top 10 plaintiffs' firms in the country. Steve's class-action lawsuits have led to record-breaking settlements, historic changes to industries and made real change possible for millions of individuals.

Steve co-founded Hagens Berman in 1993 after his prior firm refused to represent several young children who consumed fast food contaminated with E. coli—Steve knew he had to help. In that case, Steve alleged that the poisoning was the result of **Jack in the Box's cost cutting** measures and negligence. He was further inspired to build a firm that vociferously fought for the rights of those most in need. Berman's innovative approach, tenacious conviction and impeccable track record have earned him an excellent reputation and numerous historic legal victories. He is considered one of the nation's most successful class-action attorneys and has been praised for securing tangible benefits for class members, as well as outstanding monetary relief. Steve is particularly known for his tenacity in forging settlements that return a high percentage of recovery or meaningful industry change to class members.

[Print & Online Feature Interviews »](#)

CURRENT ROLE

- Managing Partner of Hagens Berman Sobol Shapiro LLP and Hagens Berman EMEA LLP (UK)

CURRENT CASES

Steve leads the firm's efforts in the areas of antitrust, consumer protection and more, maintaining a leading edge amid shifting trends and technology. His active cases concern billions of dollars in damages and affect hundreds of millions of individuals. Steve's caseload spans several industries, including technology, college sports, agriculture and wages and include the following highlights.

ANTITRUST LITIGATION

The antitrust lawsuits that Steve Berman has led have secured settlements valued at more than \$27 billion, spotlighting anticompetitive practices that have harmed consumers across various industries. Steve's outstanding work in this field has earned the firm accolades and awards, and his current caseload speaks to the breadth of the firm's impact.

- U.S. Court of Appeals for the Third Circuit
- U.S. Court of Appeals for the Fifth Circuit
- U.S. Court of Appeals for the Sixth Circuit
- U.S. Court of Appeals for the Seventh Circuit
- U.S. Court of Appeals for the Eighth Circuit
- U.S. Court of Appeals for the Ninth Circuit
- U.S. Court of Appeals for the Tenth Circuit
- U.S. Court of Appeals for the Eleventh Circuit
- U.S. Court of Appeals for the D.C. Circuit
- U.S. Court of Appeals for the Federal Circuit
- U.S. Court of Federal Claims
- U.S. District Court for the District of Colorado
- U.S. District Court for the Northern District of Illinois
- U.S. District Court for the Central District of Illinois
- U.S. District Court for the Eastern District of Michigan
- U.S. District Court for the Eastern District of Washington
- U.S. District Court for the Western District of Washington
- Supreme Court of Illinois
- Supreme Court of Washington

EDUCATION



CASE	DESCRIPTION
Amazon Buy Box	Class action against Amazon for violating state consumer protection laws through the alleged use of a biased algorithm Status: Complaint Filed
Amazon E-Books Price-Fixing Co-Lead Counsel	Class action accusing Amazon of establishing an illegal monopoly of the e-books market and charging artificially inflated prices Status: Court Denies Amazon’s Motion to Dismiss Monopoly Claims
Amazon Online Retailer Consumer Antitrust (Frame-Wilson) Interim Co-Lead Counsel	Class action accusing Amazon of increasing prices for online purchases made via other retailers Status: Amazon’s Motion to Dismiss Claims Denied
Amazon.com Antitrust (De Coster) Co-Lead Counsel	Class action accusing Amazon of violating federal antitrust laws, causing customers to pay artificially high prices for products purchased via Amazon Status: Motion to Dismiss Denied
Apple iCloud Antitrust	Class action accusing Apple of violating antitrust laws and establishing a monopoly through its iOS cloud-based storage policies Status: Complaint Filed
Apple Pay Payment Card Issuer Antitrust	Class action accusing Apple of intentionally monopolizing the billion-dollar mobile wallet market on iOS platforms, forcing payment card issuers to pay supracompetitive fees and stifling innovation Status: Motion to Dismiss Denied in Part
Real Estate Commissions Antitrust Co-Lead Counsel	Class action against four national broker franchises alleging parties illegally inflated commissions associated with home sales Status: Settlements Reached Totaling \$693.2 Million
RealPage Rent Price-Fixing – State of Arizona Retained Counsel	Retained by Arizona Attorney General Kris Mayes in a consumer-protection lawsuit on behalf of the state of Arizona alleging leasing companies colluded to artificially increase the price of rent Status: Complaint Filed
NCAA Student-Athlete Name, Image and Likeness Co-Lead Counsel	Class action representing current and former NCAA college athletes accusing the NCAA and its conferences of illegally limiting the compensation athletes may receive for the use of their names, images and likenesses Status: Settlement Reached

AGRICULTURE ANTITRUST LITIGATION

The firm’s total settlements in this area of litigation is valued at more than \$636.32 million and have affected the lives of U.S. consumers and employees in the meat-processing industry. As inflation continues to rise, combatting anticompetitive schemes raising the cost of food is an issue pertinent to families across the nation.

CASE	DESCRIPTION
Poultry Processing Wage-Fixing Antitrust Interim Co-Lead Counsel	Class action alleging wage-fixing agreement between the nation’s biggest poultry companies Status: Settlements Reached Totaling \$217.2 Million

AWARDS

Law360
TITANS
OF THE PLAINTIFFS BAR

THE NATIONAL
LAW JOURNAL
**ELITE TRIAL
LAWYERS**

THE NATIONAL
LAW JOURNAL
PLAINTIFFS' HOT LIST

100 MOST INFLUENTIAL
LAWYERS IN AMERICA
| A SPECIAL REPORT |

**MOST POWERFUL
ATTORNEY**
STATE OF WASHINGTON
THE NATIONAL LAW JOURNAL

Super Lawyers

Red Meat Processing Wage-Fixing Antitrust

Class action against the nation's largest meat processing companies alleging a yearslong wage-fixing agreement, causing employees to receive far less than legally owed
Status: Settlements Reached Pending Approval Totaling \$138.5 Million

Beef Antitrust
Interim Co-Lead Counsel

Class action alleging major food corporations engaged in illegal conduct regarding the marketing and sales of beef products
Status: Motion to Dismiss Denied

Broiler Chicken Antitrust
Co-Lead Counsel

Class action accusing major food corporations of increasing the price of chicken in violation of antitrust laws
Status: Settlements Totaling \$181 Million are Pending Court Approval, Class Certification Granted

Pork Antitrust
Co-Lead Counsel

Class action alleging pork producers colluded to reduce pork production to artificially inflate prices
Status: Settlements Reached Totaling \$95 Million

Turkey Antitrust
Interim Co-Lead Counsel

Class action alleging antitrust scheme by food corporations
Status: Settlement Reached With Tyson for \$4.62 Million, Seven Remaining Defendants

AUTO DEFECT & EMISSIONS LITIGATION

Hagens Berman’s settlements in automotive defect and emissions lawsuits are collectively valued at more than \$21.4 billion and have led to significant safety protocols and changes in the auto industry. Steve’s expertise leading complex litigation has led him to be hand-selected to champion the rights of vehicle owners. He remains dedicated to unearthing new instances of defect coverups, emissions cheating and safety concerns, utilizing the firm’s resources to lead the charge against negligence.

CASE	DESCRIPTION
Daimler Mercedes BlueTEC Emissions – Australia Advisory Role	Following Hagens Berman’s \$700 million settlement with Mercedes for alleged emissions cheating in the U.S., the firm has taken an advisory role in comparable litigation against Daimler filed in Australia. Status: Pending and Active
FCA Dodge RAM 2500/3500 Emissions – 2007-2012 & 2013-2023	Class action alleging Fiat Chrysler/Stellantis and Cummins placed emissions-cheating defeat devices in affected RAM trucks Status: 2007-2012 Models: Motion to Dismiss Denied in Part; 2013-2023 Models: Complaint Filed
FCA Chrysler Pacifica Hybrid Minivan Fire Hazard Co-lead Counsel	Class action against Fiat Chrysler/Stellantis alleging a defect in the design of Chrysler Pacifica hybrid minivans results in spontaneous fires while vehicle is parked and off Status: Motion to Dismiss Denied
General Motors CP4 Fuel Pump Defect Class Counsel	Class action alleging Chevy Silverado and GMC Sierra trucks with a Duramax diesel 6.6 V8 engine are equipped with a defective high-pressure fuel injection pump. Status: Class Certification Granted

SECURITIES LITIGATION

Hagens Berman's total settlements in securities litigation valued at more than \$2.9 billion, and Steve's efforts in this area have helped to recover losses for millions of individuals who have been blindsided by instances of fraud and disinformation orchestrated by publicly traded companies.

CASE	DESCRIPTION
Plantronics, Inc. (NYSE: PLT) Co-Lead Counsel	Class action representing Plantronics investors seeking to recover damages caused by violations of the Securities Exchange Act of 1934 Status: Motion to Dismiss Denied
Vaxart, Inc. (NASDAQ: VXRT) Lead Counsel	Class action against Vaxart and controlling shareholder, Armistice, alleging claims under federal securities laws Status: \$12.015 Million Partial Settlement Reached
Zillow Group, Inc. (NASDAQ: Z, ZG) Lead Counsel	Class action alleging defendants falsely touted the durability and acceleration of Zillow Offers and improvements to pricing models Status: Motion to Dismiss Denied

RECENT SUCCESS

Steve Berman has achieved monumental settlements within the last two years, bringing hundreds of millions of dollars of relief to classes of everyday individuals affected by pricing schemes, automotive defects and other instances of wrongdoing. Through his recent case work, Steve maintains Hagens Berman's edge and excellence in class-action litigation.

CASE NAME	DATE	EVENT
NCAA Student-Athlete Name, Image and Likeness Co-Lead Counsel	05/23/24	Landmark Antitrust Settlement Reached Between Parties
George Washington University Tuition Payback Class Counsel	05/13/24	Settlement Receives Final Approval
Real Estate Commissions Antitrust Co-lead Counsel	04/23/24	Settlement Receives Preliminary Approval
Hyundai / Kia Engine Fire Hazard Co-lead Counsel	04/09/24	Settlement Receives Final Approval
Real Estate Commissions Antitrust Co-lead Counsel	03/15/24	Settlement Agreements Reached
NCAA/EA Video Games Likeness Co-lead Counsel	03/04/24	10,000 Athletes Revive EA College Football Videogame Following Name, Image and Likeness Litigation
BMW X5 and 335d Diesel Emissions Co-Class Counsel	02/28/24	Settlement Receives Preliminary Approval

BMW X5 and 335d Diesel Emissions Co-Class Counsel	11/17/23	Settlement Agreements Reached
NCAA Student-Athlete Name, Image and Likeness Co-Lead Counsel	11/03/23	Class Certification Granted
Hyundai / Kia Car Theft Defect Co-Lead Counsel	10/31/23	Settlement Receives Preliminary Approval
Visa MasterCard ATM Co-Lead Counsel	09/27/23	Circuit Court Declines to Review Class Certification En Banc
University of Washington College Tuition Payback	06/29/23	Class Certification Granted
Emory University College Tuition & Fees Payback	06/15/23	Partial Class Certification Granted
Insulin Overpricing Interim Lead Counsel	05/26/23	Settlement Agreement Reached
Hyundai / Kia Hydraulic Electronic Control Unit (HECU) Fire Hazard	05/05/23	Settlement Receives Final Approval
CP4 Fuel Pump Defect – GM/Ford/FCA	03/31/23	Motion to Dismiss Denied
Hyundai/Kia Engine Fire Hazard Co-Lead Counsel	02/08/23	Settlement Receives Preliminary Approval
Brandeis University College Tuition Payback	10/18/22	Motion to Dismiss Denied
Pork Antitrust Co-Lead Counsel	09/27/22	Settlement Agreements Reached
Amazon.com Consumer Fraud	09/14/22	California AG Files Similar Case, Echoing Hagens Berman's Claims
Porsche Panamera & 911 Emissions	10/21/22	Settlement Receives Final Approval
Poultry Processing Wage-Fixing Antitrust Interim Co-Lead Counsel	07/19/22	Motions to Dismiss Denied

CAREER HIGHLIGHTS

Steve's career highlights encompass the top cases in world history both in their historical significance and in their monetary relief. Steve's total settlements are valued at more than \$316 billion, including the infamous Big Tobacco litigation of the 90s, and have had major national impact. Steve's career highlights include Enron pension protection, justice for victims of Harvey Weinstein, restitution for those affected by Volkswagen's Dieseltgate scandal, the complete remaking of college sports compensation and more.

His career focus remains clear: steadfast representation for those most in need across the nation. Steve's cases have brought widespread benefit to classes of individuals spanning industries and decades. Lawsuits he has settled have reunited Hungarian Holocaust survivors with priceless family heirlooms, and also enacted major changes in youth soccer and NCAA sports to promote safety and minimize the risk of concussions. Below are Steve's outstanding career highlights.

CASE/ROLE	SETTLEMENT VALUE	NATIONAL IMPACT
State Tobacco Litigation Special Assistant Attorney General Representing 13 States	\$260 billion	Largest civil settlement in history The multi-state agreement required tobacco companies to pay the states \$260 billion and submit to broad advertising and marketing restrictions, leaving a lasting and widespread impact.
Visa Check/MasterMoney Antitrust Litigation Co-lead Counsel	\$25 billion	Largest antitrust settlement in U.S. history at the time Agreements with Visa and Mastercard secured relief valued at as much as \$25-87 billion, and injunctive relief reducing interchange rates, among other benefits.
Volkswagen/Porsche/Audi Emissions Scandal Plaintiffs' Steering Committee and Settlement Negotiating Team	\$14.7 billion	Largest ever brought against any automaker Hagens Berman's automotive legal team was the first to file in this historic lawsuit against Volkswagen for its emissions cheating and masking of harmful pollutants, culminating in a historic settlement.
Volkswagen Franchise Dealerships Lead Counsel	\$1.67 billion	The firm achieved a monumental settlement on behalf of Volkswagen dealerships across the U.S. blindsided by the automaker's emissions cheating, returning an average payment to each Dealer Settlement Class Member of approximately \$1.85 million.
Toyota Sudden, Unintended Acceleration Co-lead Counsel	\$1.6 billion	Largest automotive settlement in history at the time The firm did not initially seek to lead this litigation but was sought out by the judge for its wealth of experience in managing very complex class-action MDLs.
Hyundai / Kia Theta II GDI Engine Fire Hazard Settlement Co-lead Counsel	\$1.3 billion	The firm achieved a settlement in response to a defect in 4.1 million Hyundai and Kia vehicles equipped with Theta II GDI engines putting owners at risk for spontaneous, non-collision engine fires or premature engine failure.
Mercedes BlueTEC Co-lead Counsel	\$700 million	Spurred by the firm's success in the Volkswagen Dieselgate case, Steve independently tested diesel vehicles across manufacturers, uncovering additional instances of emissions-cheating, masked via illegal defeat devices.

Apple E-Books Antitrust Co-lead Counsel	\$616 million	<p>This antitrust lawsuit alleged Apple and five of the nation's top publishers colluded to raise the price of e-books for U.S. consumers. Steve's litigation resulted in an unheard of recovery equal to twice consumers' actual damages. Apple took the case to the U.S. Supreme Court, where it denied Apple's request to review the case.</p>
McKesson Drug Class Litigation Co-lead Counsel	\$350 million	<p>Steve was named co-lead counsel in this action that led to a rollback of benchmark prices of hundreds of brand name drugs, and relief for third-party payers and insurers. His discovery of the McKesson scheme led to follow up lawsuits by governmental entities and recovery in total of over \$600 million.</p>
Average Wholesale Price Litigation	\$338 million	<p>Drug prices charged to consumers and payers across the nation are significantly more than the cost to produce them. In many cases, Big Pharma conspires with other companies to create these false profits. Hagens Berman has helped several classes of plaintiffs obtain multimillion-dollar judgments.</p>
Enron Pension Protection Litigation Co-lead Counsel	\$250 million	<p>Attorneys represented 24,000 Enron employees claiming the company recklessly endangered retirement funds, causing some employees to lose hundreds of thousands of dollars almost overnight, in a major economic milestone in U.S. history.</p>
BoA Homeloans	\$250 million	<p>Following the historic market crash in 2008, Hagens Berman filed this class action against Bank of America, Countrywide and LandSafe, alleging their collusion was in direct violation of the RICO Act and other laws.</p>
McKesson Governmental Entity Class Litigation Lead Counsel	\$82 million	<p>Steve was lead counsel for a nationwide class of local governments that resulted in a settlement for drug price-fixing claims.</p>
JPMorgan Madoff Lawsuit	\$218 million	<p>This historic settlement against JPMorgan involved three simultaneous, separately negotiated settlements totaling more than \$2.2 billion, in which Hagens Berman returned hundreds of millions of dollars on behalf of Bernard L. Madoff investors.</p>
NCAA Athletic Grant-in-Aid Cap Antitrust Co-lead Counsel	\$208 million	<p>Steve pioneered this historic case which forever changed NCAA sports and the lives of 53,748 class members. The case culminated in a \$208 million settlement regarding damages and injunctive relief secured through a unanimous U.S. Supreme Court decision in favor of plaintiffs. According to the Court, the NCAA "permanently restrained and enjoined from agreeing to fix or limit compensation or benefits related to education" that conferences or schools may make available. Schools are now allowed to provide benefits tethered to education up to \$6,000 annually</p>

Apple iOS App Developers Class Counsel	\$100 million	Hagens Berman represented developers of iOS apps sold via Apple's App Store or featuring in-app sales, alleging the tech giant engaged in anticompetitive practices that harmed developers. The settlement brings important changes to App Store policies and practices. U.S. iOS app developers with less than \$1 million per year in proceeds from App Store sales through all associated developer accounts across the nation can receive hundreds to tens of thousands of dollars from the fund.
Google Play Store App Developers Co-lead Counsel	\$90 million	This antitrust class action accused Google of monopolizing its Play Store through anticompetitive policies, affecting small businesses across the nation. Attorneys for the class of roughly 43,000 Android app developers say some class members will likely see payments in the hundreds of thousands of dollar
Zuora Investor Fraud Lead Counsel	\$75.5 million	In a showcase of Steve's securities litigation expertise, this settlement achieved in 2023 provides significant relief to purchasers of the securities of Zuora across the U.S.
NCAA Concussions Lead Counsel	\$75 million	Hagens Berman served as lead counsel in this multidistrict litigation against the NCAA, achieving medical monitoring and injunctive relief in the form of changes to concussion management and return-to-play guidelines. The lawsuit alleged the institutions neglected to protect college athletes from concussions and their aftermath at schools across the country.
NCAA/Electronic Arts Name and Likeness Co-lead Counsel	\$60 million	This first-of-its-kind lawsuit ushered in the first time that hardworking college athletes saw some of the profits from the use of their likeness in video games. More than 24,000 individuals were eligible to receive payment, and checks were issued for up to \$7,600, with a median around \$1,100.
Harvey Weinstein Sexual Harassment	\$17.1 million	As the #MeToo movement hit a fever pitch moment, Hagens Berman's Steve Berman represented a class of those harmed by Harvey Weinstein, a kingpin of sexual harassment in Hollywood. The firm litigated the case through to bankruptcy proceedings in 2020.
Youth Soccer Concussions		Steve pioneered this first-of-its-kind lawsuit that ended heading for US Soccer's youngest players to diminish risk of concussions and traumatic brain injuries, changing the game for youth players across the U.S.

ACTIVITIES

- In April of 2021, the University of Michigan School for Environment and Sustainability (SEAS) launched the Kathy and Steve Berman Western Forest and Fire Initiative with a philanthropic gift from Steve (BS '76) and his wife, Kathy. The program will improve society's ability to manage western forests to mitigate the risks of large wildfires,

revitalize human communities and adapt to climate change. Steve studied at the School of Natural Resources (now SEAS) and volunteered as a firefighter due to his focus on environmental stewardship. [Read more »](#)

- In 2003, the University of Washington announced the establishment of the Kathy and Steve Berman Environmental Law Clinic. The Berman Environmental Law Clinic draws on UW's environmental law faculty and extensive cross-campus expertise in fields such as Zoology, Aquatic and Fishery Sciences, Forest Resources, Environmental Health and more. In addition to representing clients in court, the clinic has become a definitive information resource on contemporary environmental law and policy, with special focus on the Pacific Northwest.

RECOGNITION

- 500 Global Plaintiff Lawyers, Lawdragon, 2024
- 500 Leading Lawyers in America, Plaintiff Financial Lawyers, Lawdragon, 2023-2024
- 500 Leading Lawyers in America, Plaintiff Consumer Lawyers, Lawdragon, 2024
- Lawyer of the Year, Litigation, Securities Litigation, Best Lawyers, 2024
- The Best Lawyers in America, Antitrust Litigation, Best Lawyers, 2024
- The Best Lawyers in America, Securities Litigation, Best Lawyers, 2024
- The Best Lawyers in America, Plaintiffs Mass Tort Litigation/Class Actions, Best Lawyers, 2024
- The Best Lawyers in America, Plaintiffs Product Liability Litigation, Best Lawyers, 2024
- Legal Lion of the Week as part of the litigation team that achieved class certification in [NCAA Student-Athlete Name, Image and Likeness](#), Law360, 2023
- Best Lawyers in America in Litigation, Securities and Product Liability Litigation, Plaintiffs and Other Areas of Note, 2023
- Washington Super Lawyers, 1999-2023
- Titan of the Plaintiffs Bar, Law360, 2018, 2020, 2022
- Leading Commercial Litigators, The Daily Journal, 2022
- Hall of Fame, Lawdragon, 2022
- Plaintiffs' Attorneys Trailblazer, The National Law Journal, 2017, 2022
- Sports & Entertainment Law Trailblazer, The National Law Journal, 2021
- Honoree for Outstanding Antitrust Litigation Achievement in Private Law Practice, American Antitrust Institute, 2021, 2019, 2018
- Class Action MVP of the Year, Law360, 2016-2020
- Elite Trial Lawyers, The National Law Journal, 2014-2016, 2018-2019
- 500 Leading Lawyers in America, Lawdragon, 2014-2019
- State Executive Committee member, The National Trial Lawyers, 2018
- Class Actions (Plaintiff) Law Firm of the Year in California, Global Law Experts, 2017
- Finalist for Trial Lawyer of the Year, Public Justice, 2014

- One of the 100 most influential attorneys in America, The National Law Journal, 2013
- Most powerful lawyer in the state of Washington, The National Law Journal, 2000
- One of the top 10 plaintiffs' firms in the country, The National Law Journal

PRESENTATIONS

- Steve is a frequent public speaker and has been a [guest lecturer at Stanford University](#), University of Washington, University of Michigan and Seattle University Law School.

PERSONAL INSIGHT

Steve was a high school and college soccer player and coach. Now that his daughter's soccer skills exceed his, he is relegated to being a certified soccer referee and spends weekends being yelled at by parents, players and coaches (as opposed to being yelled at by judges during the week). Steve is also an avid cyclist and is heavily involved in working with young riders on the international [Hagens Berman Axeon](#) cycling team.



jerrod@hbsslaw.com

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F 206-623-0594

1301 Second Avenue
Suite 2000
Seattle, WA 98101

YEARS OF EXPERIENCE

20

PRACTICE AREAS

Civil & Human Rights
Antitrust Litigation
Automotive Litigation
Class Action
Racketeering

BAR ADMISSIONS

- District of Columbia
- New York
- Washington

CLERKSHIPS

- The Honorable Louis F. Oberdorfer, U.S. District Court for D.C.
- U.S. Senate Judiciary Committee, Senator Leahy, Washington, D.C.

EDUCATION

Berkeley Law

University of California, Berkeley
School of Law, J.D., top 15% of
graduating class, 2002

PARTNER

Jerrod C. Patterson

Mr. Patterson served as a federal prosecutor for more than nine years, prosecuting tax cases, fraud and other financial crimes. He has extensive experience trying complex cases to verdict.

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice focuses on antitrust and other fraud and RICO cases, including *Generic Pharmaceuticals Pricing Antitrust*, *Dodge RAM 2500 and 3500 Emissions*, and *Ford/GM/FCA CP4 Injection Pump Defect*
- Extensive experience in handling complex multidistrict cases
- Mr. Patterson brings to the firm extensive trial experience and a history of prosecuting complex fraud cases, including tax fraud, bank fraud, wire fraud, money laundering and prescription fraud

EXPERIENCE

- Prior to joining Hagens Berman, Mr. Patterson served as an Assistant United States Attorney at the U.S. Attorney's Office in Seattle, WA.
 - Prosecuted complex fraud cases, including tax fraud, bank fraud, wire fraud, money laundering, and prescription fraud
 - Served as Project Safe Childhood Coordinator; led efforts to investigate and prosecute child pornography and child exploitation cases
 - Led prosecution of large-scale drug trafficking organizations, including cartels and street gangs, to interdict drug smuggling and investigate money laundering
- Trial Attorney, U.S. Department of Justice Washington, D.C., Tax Division, Northern Criminal Enforcement Section
 - Co-chaired prosecution of two defendants, in separate trials, for scheme to defraud the Cleveland Catholic Diocese
- Special Assistant U.S. Attorney, U.S. Attorney's Office for D.C. Nov. 2006 – May 2007
 - Prosecuted 22 bench trials in Sex Offense/Domestic Violence Section
- Associate, Wilmer Cutler Pickering (WilmerHale)

RECOGNITION

- Outstanding Performance as a Special Assistant U.S. Attorney, U.S. Attorney General, 2010
- Outstanding Tax Division Attorney, Assistant Attorney General, 2009
- Outstanding Tax Division Attorney, Assistant Attorney General, 2008

JOHNS HOPKINS
SCHOOL of ADVANCED
INTERNATIONAL STUDIES

Johns Hopkins University, School of Advanced International Studies, M.A., International Economics and International Relations, Graduated *with distinction* (top 10%), 1997



BROWN UNIVERSITY

Brown University A.B., International Relations, magna cum laude, 1995

- Best Financial Investigation in the Nation, Organized Crime and Drug Enforcement Task Force, 2012

NOTABLE CASES

- CP4 High-Pressure Fuel Pump Litigation, A series of class action cases against GM, Ford, FCA and Nissan for their use of a defective high pressure fuel pump that generates metallic shavings and can lead to catastrophic failure of the engine
- *In re Animation Workers Antitrust Litig.*, 14-cv-4062 LHK (N.D. Cal.): Class-action antitrust case against major animation studios for conspiring to fix wages of their animators. The parties settled the case for \$169 million
- *In re Generic Pharmaceuticals Pricing Antitrust Litig.* (E.D. Pa.): Class-action antitrust case against over two dozen generic pharmaceutical manufacturers for conspiring to fix the price of generic drugs
- *In re Lithium Ion Batteries Antitrust Litig.*, 12-cv-5129 YGR (N.D. Cal.): Class-action antitrust case against large battery producers for conspiring to fix prices. The parties settled the case for a total of \$113 million
- As a federal prosecutor, led or co-chaired 11 federal jury trials, and 22 bench trials

PERSONAL INSIGHT

Although not a Washington state native, Mr. Patterson has quickly adopted Seattle as his hometown. In his spare time, he and his family enjoy the local wineries, lakes and hiking trails.

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

MARK D. CHAPMAN, *et al.*,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

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

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

**DECLARATION OF ROBERT C. HILLIARD IN SUPPORT OF
PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

I, ROBERT C. HILLIARD, hereby declare as follows:

1. I am one of the lawyers representing Plaintiffs and the certified Classes in this matter. I am the Founding Partner at Hilliard Law, f/k/a Hilliard Martinez Gonzales LLP. I make these statements based upon personal knowledge, and I am otherwise competent to testify in this matter.

2. I have significant experience litigating complex mass torts cases including automotive defect cases. A copy of my resume and relevant experience is attached hereto as Exhibit A.

3. From April 9, 2024, through April 10, 2024, Hilliard Law attorney Lauren Akers personally conferred with Class Representatives Chapman, McDuffie, Joyce, Sizelove, Lawson, Reasor, and Medina about the terms of the Class

Settlement Agreement, and each of the Class Representatives provided their approval.

4. On or around April 9, 2024, the Gibbs Law Firm, who represents Class Representatives Smith and Bargstedt, conferred with Smith and Bargstedt about the terms of the Class Settlement Agreement, and both Smith and Bargstedt provided their approval as well.

5. My firm, along with my co-counsel, has expended significant time and resources (including extensive consultation with automotive engineering experts) to research, craft, and identify details of how the CP4 fuel pump defect manifests in the affected vehicles.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed June 7, 2024, in Corpus Christi, TX.

s/ Robert C. Hilliard

Robert C. Hilliard

CERTIFICATE OF SERVICE

I hereby certify that on June 7, 2024, the foregoing document was electronically filed using the Court's electronic filing system, which will notify all counsel of record authorized to receive such filings.

/s/ Robert C. Hilliard

Robert C. Hilliard

EXHIBIT A.1



ROBERT C. HILLIARD

Hilliard Law

Founding Partner

U.S. SUPREME COURT

Successfully argued before the Supreme Court of the United States

Hernandez v. Mesa
Argument: Feb. 21, 2017

ACCOLADES & ASSOCIATIONS

Best Lawyers :
Lawyer of the Year 2024
Corpus Christi Area
Personal Injury Litigation

Texas Super Lawyer 20 years

2021 Lawyer of the Year
Corpus Christi Bar Association

National Law Journal
2015 Elite Trial Lawyer of
the Year: Motor Vehicles

National Law Journal
2016 Elite Trial Lawyer of
the Year: Products Liability

Martindale-Hubbell "AV
Preeminent Rating"

Litigation Counsel of
America (LCA) Member

American Board of Trial
Advocates (ABOTA),
"Advocate" level

Alumni Board of Trustees
for St. Mary's University
School of Law

KNOWLEDGE & EXPERIENCE in PROSECUTING COMPLEX LITIGATION

Mr. Hilliard is the Founding Partner of Hilliard Law (1985-present) and Hilliard & Shadowen, LLP (2012-present).

Attorney Robert C. Hilliard has been practicing law in Texas for 40 years, gaining national recognition for his work on some of the country's most high-profile cases.

2022: Hilliard partnered with Attorney Ben Crump and took on systemic racism in the banking industry, winning a large settlement against a financial institution that imposed unreasonable standards on its Black customers.

2021/2022: In a two month period, Hilliard Law recovered \$70 million in commercial trucking accident settlements.

2021: Mr. Hilliard represented minor Ryland Ward, who was shot five times in the Sutherland Springs shooting. On April 5, 2023 the Justice Department announced an agreement in principle to settle all claims for a total of \$144.5 million.

2018: Hilliard is currently the lead attorney in federal court in San Francisco against prominent drug manufacturer, Gilead, claiming the company intentionally kept safer HIV drugs from hundreds of thousands of patients to protect its multi-billion dollar patent on less safe drugs. Hilliard has been hired by over 9,000 users of Gilead's HIV medications.

2017: After Mr. Hilliard filed a lawsuit against Major League Baseball for a client severely injured by a foul ball, all thirty ball clubs announced they would extend safety netting beyond the dugout.

2016/2017: Mr. Hilliard was lead counsel in a series of cases challenging the U.S. Border Patrol's policy of using lethal force against persons across the border in Mexico who allegedly throw rocks at agents in the U.S. The United States Supreme Court granted Mr. Hilliard's Petition for Certiorari and he presented oral argument before the (cont'd.)

ACCOLADES & ASSOCIATIONS

American Association
for Justice National
Co-Chair, Ethics Committee
Chairman 1992-1995

St. Edward's University
2016 Distinguished Alumni

Corpus Christi
Bar Association

2015 Cover Story in Elite
Attorney SA: "In Justice:
Texas Attorney Bob
Hilliard brings national
causes to justice"

Featured in the 2011
Texas Super Lawyers
magazine: "The Bulldog
- Bob Hilliard Takes On
Cases Others Won't
Touch...And Wins."

2011 Cover Story about
Mr. Hilliard in NSIDE
Magazine "The
Champion"

Featured on ABC World
News Tonight, CNN, CNBC,
Good Morning America, FOX
News, 60 Minutes, New York
Times, USA Today,
Washington Post, Wall
Street Journal, and other
national and international
media

Court in February 2017. Mr. Hilliard's clients include the surviving family members of an unarmed 15-year-old bystander and a father who was a bystander in another incident while on a picnic with his wife and two young children. *Hernandez v. United States, No. 11-50792* consolidated with *No. 12-50217* and *No. 12-50301* (5th Cir.). Under pressure of Mr. Hilliard's litigation, as well as condemnation from Congressional leaders and international human rights organizations, the Border Patrol announced sweeping revisions to use-of-force policies and the case caught the attention of the Nation's highest court.

2013: Mr. Hilliard was the lead trial attorney for 15 patients killed or injured during Bristol-Myers Squibb's testing of an experimental drug for Hepatitis C. Mr. Hilliard led all filings, pre-trial matters, and negotiations and, as reported in the Wall Street Journal, successfully settled the cases for \$80 million.

2013: Mr. Hilliard was Lead Counsel in the pharmaceutical product liability case, *In re: Risperdal Litigation*, against Johnson & Johnson. He tried two cases before juries in the Philadelphia County Court of Common Pleas that both settled during trial. See *Banks v. Janssen Pharmaceuticals, Inc. et al.*; *Bentley v. Janssen Pharmaceuticals, Inc., et al.* Mr. Hilliard led the negotiations and successfully settled over 1,500 cases for a confidential amount after taking the deposition of Johnson & Johnson's C.E.O., Alex Gorsky.



2011: The Honorable Kurt Englehart (E.D. La) appointed Mr. Hilliard as one of eight attorneys to the Plaintiffs' Steering Committee in *In Re FEMA Trailer Product Liability Litigation, MDL No. 1873*. Mr. Hilliard's firm represented approximately 30,000 FEMA Plaintiffs, 98% of whom accepted the proposed settlement. Mr. Hilliard was one of the trial lawyers in the first bellwether case, *Alexander, et al. v. Gulf Stream Coach, Inc., In Re FEMA Trailer Product Liability Litigation, MDL No. 1873 (E.D. La.)*.

BAR & COURT ADMISSIONS

United States
Supreme Court

Supreme Court of Texas

State Bar of Texas

United States Court of
Appeals: Fifth Circuit &
Eighth Circuit

United States District
Courts: District of
Columbia, Eastern,
Northern, Southern, and
Western Districts of
Texas, Louisiana,
Pennsylvania,
Minnesota, and Western
District of Michigan

EDUCATION

St. Mary's University
School of Law - J.D., 1983

St. Edward's University
B.A. English Literature
Summa Cum Laude, 1980



2011: Mr. Hilliard was a 2011 Public Justice National Trial Lawyer of the Year Finalist for his pro bono representation of Koua Fong Lee, a Hmong refugee, who served three years of a six-year prison sentence for vehicular homicide in Minnesota as a result of an accident involving his runaway Toyota. Mr. Hilliard successfully led a four-day evidentiary hearing proving the sudden unintended acceleration of Mr. Lee's Toyota and culminating in Mr. Lee's immediate and permanent release from custody. All charges were dropped, and Mr. Hilliard received the Never Forgotten Award from the Innocence Project of Minnesota for his tireless work on this case. Mr. Hilliard then sued Toyota and was lead trial lawyer in the civil case filed in Federal Court in Minnesota, where a Minnesota jury returned a verdict of over 10 million dollars for all of the victims of the accident, including the Lee family. Toyota lost its appeal of this verdict when the 8th Circuit affirmed 3-0.

Mr. Hilliard's other jury verdicts as lead trial attorney include:

- **2013:** *Davila v. Premium Assets, Inc.*
— \$25 million jury verdict; the top premises liability verdict in Texas in 2013.
- **2012:** *Chatman-Wilson v. Cabral & Coca-Cola, Enterprises, Inc.*
— \$21 million jury verdict against Coca-Cola; one of the top overall verdicts in Texas for 2012.
- **2011:** *Garcia v. Christus Spohn*
— \$6.4 million jury verdict against Christus Spohn Medical Center; the third highest premises liability verdict in 2011.
- **2005:** *Ocwen Loan Services*
— \$13.5 million combined verdicts on two cases alleging predatory lending.
- **2005:** *Haese v. H&R Block*
— \$50 million settlement for class action suit involving Texans who received a rapid refund from H&R Block.

MR. HILLIARD *is* DOUBLE BOARD CERTIFIED *in*
PERSONAL INJURY TRIAL LAW (1990) *and* CIVIL TRIAL LAW (1992).

EXHIBIT A.2

**CHART OF MULTI-DISTRICT LITIGATION AND ADDITIONAL COMPLEX LITIGATION IN WHICH
MR. HILLIARD HAS PERFORMED WORK**

Year, Case Caption and Jurisdiction	Presiding Judge	Position Held	Nature of MDL	Nature of Work Performed and Description of Ongoing Work Performed
2020 <i>In re Elmiron (Pentosan Polysulfate Sodium) Products Liability Litigation, MDL 2973</i>	The Honorable Judge Brian R. Martinotti	Partner to Member of Plaintiffs' Steering Committee	Pharmaceutical	Represents Plaintiffs with claims related to the drug manufacturers' failure to warn physicians and the public that Elmiron—which has been prescribed to treat interstitial cystitis—causes a retinal disease known as pigmentary maculopathy.
2019 <i>Holley v. Gilead Sciences, Inc.</i> , No. 3:18-cv-06972-JST (N.D. Cal.) U.S. District Court, Northern District of California	The Honorable Judge Jon S. Tigar	No leadership has been appointed, but HMG leads the litigation	Pharmaceutical	Negotiates Plaintiff Fact Sheet and Defendant Fact Sheet, takes all discovery, negotiates reasonable resolution regarding document production disputes, manages litigation for 758 filed plaintiffs with thousands more to be filed.
2015 <i>In re: General Motors LLC Ignition Switch Litig.</i> , No. 14-MD-2543 (JMF) (S.D.N.Y.) U.S. District Court, Southern District of New York	The Honorable Judge Jesse M. Furman	Co-Lead Counsel on behalf of personal injury plaintiffs	Personal Injury (Automotive Defect)	Oversaw pretrial and trial activities for thirteen (13) bellwether trials; extensive motion practice involving discovery disputes, motions <i>in limine</i> , <i>Daubert</i> and summary judgment briefings; overall case management of nearly 4,000 MDL plaintiffs.
2014 <i>In re Actos End Payor Antitrust</i>	The Honorable Judge Ronnie Abrams	Partner to Interim Co-Lead Counsel on behalf of	Antitrust	Appointed class representative for consumers and third-party payors in

Year, Case Caption and Jurisdiction	Presiding Judge	Position Held	Nature of MDL	Nature of Work Performed and Description of Ongoing Work Performed
<p><i>Litig.</i>, No. 13-CV-9244 (RA) (S.D.N.Y.)</p> <p>U.S. District Court, Southern District of New York</p>		<p>consumer class plaintiffs</p>		<p>pharmaceutical antitrust class-action litigation involving scheme to suppress the introduction of lower priced generic equivalents. Completed discovery; led every aspect of litigation, including drafting of dispositive motions, appellate briefing, and oral arguments.</p>
<p>2014</p> <p><i>In re Aggrenox Antitrust Litig.</i>, No. 3:14-MD-2516 (SRU) (D. Conn.)</p> <p>U.S. District Court, District of Connecticut</p>	<p>The Honorable Judge Stefan R. Underhill</p>	<p>Partner to Interim Co-Lead Counsel on behalf of consumer class plaintiffs</p>	<p>Antitrust</p>	<p>Represented consumers and third-party payors in antitrust class-action litigation involving a scheme that delayed lower priced generic equivalents. Led all aspects of discovery; continue to negotiate settlement.</p>
<p>2014</p> <p><i>Loestrin 24 Fe Antitrust Litig.</i>, No. 1:13-MD-02472-S (D.R.I.)</p> <p>U.S. District Court, District of Rhode Island</p>	<p>The Honorable Judge William E. Smith</p>	<p>Partner to Interim Co-Lead Counsel on behalf of third-party payor class plaintiffs</p>	<p>Antitrust</p>	<p>Class counsel for third-party payors litigation involving a multifaceted scheme to delay generic equivalents in entering the market. Led litigation, including drafting of dispositive motions and appellate briefing, oral arguments, propounding written discovery, conducting depositions, leading document review teams, successfully obtaining class certification, preparing for trial, and</p>

Year, Case Caption and Jurisdiction	Presiding Judge	Position Held	Nature of MDL	Nature of Work Performed and Description of Ongoing Work Performed
				negotiating the settlement.
2013 <i>In re: Risperdal Litig., A.B. v. Ortho-McNeil-Janssen Pharmaceuticals Inc., et al.</i> , No. 100100649, Philadelphia County Court of Common Pleas, Pennsylvania	The Honorable Judge Mark I. Bernstein	Trial Counsel	Pharmaceutical	Served as trial counsel in all respects; negotiated settlement of over 1,500 cases, following the deposition of Johnson & Johnsons' CEO, Alex Gorsky.
2013 <i>In re Nexium (Esomeprazole) Antitrust Litig.</i> , No. 1:12-MD-02409-WGY (D. Mass.) U.S. District Court, District of Massachusetts	The Honorable Judge William G. Young	Partner to Co-Lead Counsel on behalf of consumer class plaintiffs	Antitrust	Represented consumers and third-party payors in pharmaceutical antitrust class-action litigation involving a "pay-for-delay" scheme that delayed lower priced generic equivalents. Led all aspects of litigation through verdict.
2013 <i>In re Suboxone (Buprenorphine Hydrochloride and Naloxone) Antitrust Litig.</i> , No. 2:13-MD-02445-MSG (E.D. Pa.) U.S. District Court, Eastern District of Pennsylvania	The Honorable Judge Mitchell S. Goldberg	Partner to Interim Co-Lead Counsel on behalf of consumer class plaintiffs	Antitrust	Served as class counsel for consumers and third-party payors in pharmaceutical antitrust class-action litigation. Taken lead roles in development of the legal theory, drafting dispositive motions, leading document review teams, and successfully obtaining class certification.
2011	The Honorable	Plaintiffs' Steering	Toxic Tort	Represented approximately 30,000 FEMA Plaintiffs, 98% of

Year, Case Caption and Jurisdiction	Presiding Judge	Position Held	Nature of MDL	Nature of Work Performed and Description of Ongoing Work Performed
<i>In re: FEMA Trailer Product Liability Litig.</i> , MDL No. 07-1873 (E.D. La.) U.S. District Court, Eastern District of Louisiana	Judge Kurt Engelhardt	Committee Member		whom accepted the proposed settlement. Mr. Hilliard was one of the trial lawyers in the first bellwether case, <i>Alexander, et al. v. Gulf Stream Coach, Inc., In Re FEMA Trailer Product Liability Litigation</i> , MDL No. 1873 (E.D. La.).
2010 <i>In re Unintended Acceleration Litig.</i> , No. 2010-46354, 152nd Judicial District, Harris County, Texas	The Honorable Judge Robert Schaffer	Liaison Counsel	Personal Injury (Automotive Defect)	Coordinated with attorneys involved in the Texas and the national <i>Unintended Acceleration Litig.</i> cases against Toyota Motor Corp.; brought case against Toyota to trial and receive \$11 million jury verdict for wrongfully convicted plaintiff Koua Fong Lee in connection with his 2006 automotive accident involving unintended acceleration in a 1996 Toyota Camry (<i>Trice, et al. v. Toyota Motor Corp., et al.</i> , No. 0:10-cv-02804 (D. Minn.)).
2008 <i>In re: Black Farmers Discrimination Litig.</i> , No. 1:08-mc-511 (D.D.C.) U.S. District Court, District of Columbia	The Honorable Judge Paul L. Friedman	Lead Attorney for over 5,000 plaintiffs	Discrimination	Managed over 5,000 plaintiffs.
2007	The Honorable	Lead Attorney	Medical Device	Conducted all aspects of discovery, including

Year, Case Caption and Jurisdiction	Presiding Judge	Position Held	Nature of MDL	Nature of Work Performed and Description of Ongoing Work Performed
<i>In re: Guidant Corp. Implantable Defibrillators Products Liability Litig., Hinojosa v. Guidant Corp., et al.</i> , No. 05-3658-A, Nueces County, Texas	Judge Jack Hunter (retired)			deposition of company of Guidant's CEO, Fred McCoy; played a key role in settlement; worked on team to negotiate settlement.
2007 <i>In re: Ocwen Loan Servicing, LLC Mortgage Servicing Litig.</i> , Texas MDL No. 07-0037, 95th District Court of Dallas County, Texas	The Honorable Judge Karen Gren Scholer (formerly Karen Johnson)	Liaison Counsel	Consumer Fraud	Represented plaintiffs in all aspects of litigation through jury verdict.
2003 <i>Haese, et al. v. H&R Block, Inc., et al.</i> , No. 96-423, 105th District Court, Kleberg County, Texas	The Honorable Judge Manuel Banales (retired)	Co-Lead Texas Class Counsel	Consumer Fraud	Served as counsel for several hundred thousand consumers; negotiated settlement.
1980s and 1990: <i>In re: Bendectin Litig.</i> , No. 13-92-540-CV, 214th District Court, Nueces County, Texas	The Honorable Judge Michael J. Westergren	Lead Attorney	Pharmaceutical	Represented plaintiffs through trial, appeal, and ultimately to the Texas Supreme Court.

EXHIBIT A.3

PRACTICE AREAS ATTORNEYS CONTACT VISIT WEBSITE



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Hilliard Law

A Texas Law Firm With A National Reputation For Relentlessly Pursuing Justice!

Located in Corpus Christi, Texas, the **Hilliard Law** firm offers exceptional legal counsel to a diverse range of clients dealing with serious and complex legal challenges that affect their lives and livelihood, their businesses and their futures.

Since we opened our doors in 1986, we have helped thousands of clients throughout Texas and Mexico protect their rights, interests and entitlements while working hard to ensure they obtain the maximum amount of compensation for the injuries and losses they incurred as the result of someone else's negligent, careless or unlawful actions.

Handling all types of personal injury and medical malpractice claims as well as other liability claims resulting from accidents caused by someone else, we have recovered tens of millions of dollars in settlements and awards on behalf of our plaintiff clients. Among our most notable successes, we secured a \$25 million verdict for the victim of a workplace accident, which stands as one of the largest verdicts ever awarded in the state.

In addition, our attorneys advocate on behalf of business owners embroiled in complex commercial disputes as well as on behalf of employees dealing with serious work-related grievances, such as employer retaliation, whistleblower defense and other issues. Dedicated to protecting the rights of all we serve, we also provide a voice for those who suffered a violation of their basic civil rights in order to help them achieve the justice they deserve.

We have on our staff a team of some of the most highly rated attorneys in the country, several of whom hold certifications from the Texas Board of Legal Specialization in personal injury trial law and civil trial law. Every lawyer on our team has extensive legal experience, and many have received numerous awards for their professionalism and service.

Through our combined efforts, we have helped establish **Hilliard Law** as one of the top legal practices in the region for injury and civil rights claims, and at our law firm several of our attorneys hold an AV-Preeminent* peer review rating from Martindale-Hubbell.

*AV®, AV Preeminent®, Martindale-Hubbell Distinguished and Martindale-Hubbell Notable are certification marks used under license in accordance with the Martindale-Hubbell certification procedures, standards and policies. Martindale-Hubbell® is the facilitator of a peer review rating process. Ratings reflect the anonymous opinions of members of the bar and the judiciary. Martindale-Hubbell® Peer Review Rating™ fall into two categories – legal ability and general ethical standards.

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AMERICAN BOARD OF TRIAL ADVOCATES (ABOTA)

ABOTA is a national association of experienced trial lawyers dedicated to the preservation and promotion of the civil jury trial.

Bob Hilliard

Rudy Gonzales

LITIGATION COUNCIL OF AMERICA

Bob Hilliard is double certified by the Texas Board of Legal Specialization in Civil Trial Law (1992) and Personal Injury Trial Law (1990). Fewer than 1% of Texas attorneys are double certified.

ELITE TRIAL LAWYER OF THE YEAR

2015 Bob Hilliard awarded title in Motor Vehicles category

TEXAS SUPER LAWYERS

Catherine Hilliard, Texas Rising Star, 2007, 2010, 2013

Bob Hilliard, 15-Year Award, 2003, 2004, 2006-2017

Marion Reilly, Texas Rising Star, 2016, 2017

THE LITIGATION COUNSEL OF AMERICA

An invitation-only honorary society for trial lawyers. Membership is limited to 3,500 Fellows, less than one-half of one percent of U.S. lawyers.

Bob Hilliard

Rudy Gonzales, 2006-2015

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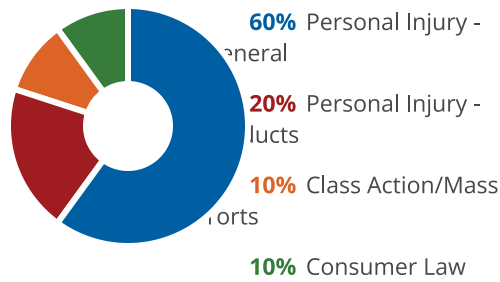
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Selected attorney(s)



Aissa L. Barrera



**Michael E.
Richardson, II**



John C. Duff



**Matthew
McMullen**



Alex Hilliard



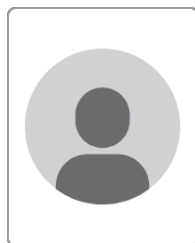
Robert C. Hilliard



**Catherine D.
Hilliard**



Jessi J. Pritchett



Chelsey B. Gandy

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

Mark D. Chapman, et al.

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

CASE NO: 2:19-CV-12333-TGB-DRG

Honorable David M. Lawson

**DECLARATION OF GINA M.
INTREPIDO-BOWDEN REGARDING
SETTLEMENT NOTICE PLAN AND
PLAN OF ALLOCATION**

1 I, Gina Intrepido-Bowden, hereby declare and state as follows:

2 1. I am a Vice President at JND Legal Administration LLC (“JND”). This Declaration
3 is based on my personal knowledge, as well as upon information provided to me by experienced
4 JND employees and Counsel for the Plaintiffs and Defendant (“the Parties”), and if called upon to
5 do so, I could and would testify competently thereto.

6 2. I am a judicially recognized legal notice expert with more than 20 years of
7 experience designing and implementing class action legal notice programs. I have been involved in
8 many of the largest and most complex class action notice programs, including all aspects of notice
9 dissemination. A comprehensive description of my experience is attached as Exhibit A.

10 3. I submit this Declaration at the request of the Parties in the above-referenced action
11 to describe the proposed plan of allocation as well as the proposed program for providing notice of
12 settlement to Class Members (the “Notice Plan”) and address why it is consistent with other best
13 practicable court-approved notice programs and the requirements of Rule 23 of the Federal Rules
14 of Civil Procedure (“Rule 23”), the Due Process Clause of the U.S. Constitution, and the Federal
15 Judicial Center (“FJC”) guidelines for best practicable due process notice.

16 **EXPERIENCE**

17 4. JND is a leading legal administration services provider with offices throughout
18 the United States and its headquarters in Seattle, Washington. JND’s class action division
19 provides all services necessary for the effective implementation of class actions including: (1)
20 all facets of legal notice, such as outbound mailing, email notification, and the design and
21 implementation of media programs; (2) website design and deployment, including online claim
22 filing capabilities; (3) call center and other contact support; (4) secure class member data
23 management; (5) paper and electronic claims processing; (6) calculation design and
24 programming; (7) payment disbursements through check, wire, PayPal, merchandise credits,
25 and other means; (8) qualified settlement fund tax reporting; (9) banking services and reporting;
26 and (10) all other functions related to the secure and accurate administration of class actions.
27
28

1 5. JND is an approved vendor for the United States Securities and Exchange
2 Commission, the Federal Trade Commission, and the Consumer Financial Protection Bureau. In
3 addition, we have worked with a number of other government agencies including the U.S. Equal
4 Employment Opportunity Commission, the Office of the Comptroller of the Currency, the Federal
5 Deposit Insurance Corporation, the Federal Communications Commission, the Department of
6 Justice, and the Department of Labor. We also have Master Services Agreements with various
7 corporations and banks, which were only awarded after JND underwent rigorous reviews of our
8 systems, privacy policies, and procedures. JND has been certified as SOC 2 Type 2 compliant by
9 noted accounting firm Moss Adams.¹

10 6. JND has been recognized by various publications, including the *National Law*
11 *Journal*, the *Legal Times* and the *New York Law Journal*, for excellence in class action
12 administration. JND was named the #1 Class Action Claims Administrator in the U.S. by the
13 national legal community for multiple consecutive years, and we were inducted into the *National*
14 *Law Journal* Hall of Fame for the past three years for having held this title. JND was also
15 recognized last year as the Most Trusted Class Action Administration Specialists in the Americas
16 by *New World Report* (formerly *U.S. Business News*) in the publication's 2022 Legal Elite Awards
17 program.

18 7. The principals of JND collectively have over 80 years of experience in class action
19 legal and administrative fields. JND has overseen the administration of some of the most complex
20 legal administration programs in the country and regularly prepare and implement court-approved
21 notice campaigns throughout the United States.

22 8. JND was appointed as the notice and claims administrator in the landmark \$2.67
23 billion Blue Cross Blue Shield antitrust settlement in which we mailed over 100 million postcard
24 notices; sent hundreds of millions of email notices and reminders; placed notice via print, television,
25 radio, internet; staffed the call center with 250 agents during the peak of the notice program; and
26 received and processed more than eight million claims. JND was also appointed the settlement
27

28 ¹ As a SOC 2 Compliant organization, JND has passed an audit under AICPA criteria for providing data security.

1 administration in the \$1.3 billion Equifax Data Breach Settlement, the largest class action ever in
2 terms of the number of claims received (over 18 million). Email notice was sent twice to over 140
3 million class members, the interactive website received more than 130 million hits, and the call
4 center was staffed with 500 agents at the peak of call volume.

5 9. Other large JND matters include a voluntary remediation program in Canada on
6 behalf of over 30 million people; the \$1.5 billion Mercedes-Benz Emissions settlements; the \$120
7 million GM Ignition Switch Settlement, in which JND worked with Hagens Berman and involved
8 mailing close to 30 million notices and processing over 1.5 million claims; and the \$215 million
9 USC Student Health Center Settlement on behalf of women who were sexually abused by a doctor
10 at USC; as well as hundreds of other matters.

11 10. In addition to the above, JND handled the notice and administration tasks for the
12 notice of pendency in this action as well as the following motor vehicle cases: *Amin v. Mercedes-*
13 *Benz USA, LLC*, No. 17-cv-01701- AT (N.D. Ga.); *Express Freight Int'l v. Hino Motors, Ltd.*, No.
14 22-cv-22483 (S.D. Fla.); *Gjonbalaj v. Volkswagen Grp. of Am., Inc.*, No. 19-cv-07165-BMC
15 (E.D.N.Y.); *Gomez v. Mycles Cycles, Inc.*, No. 37-2015-00043311-CU-BT-CTL (Cal. Super. Ct.);
16 *In re MyFord Touch Consumer Litig.*, No. 13-cv-3072 (EMC) (N.D. Cal.); *In re Navistar*
17 *MaxxForce Engines Mktg., Sales Practices and Prods. Liab. Litig.*, No. 14-cv-10318 (N.D. Ill.); *In*
18 *re: Subaru Battery Drain Prods. Liab.*, No. 20-cv-03095-JHR-MJS (D.N.J.); *In re Volkswagen*
19 *“Clean Diesel” Mktg., Sales Practice and Prods. Liab. Litig.*, No. MDL 2672 CRB (N.D. Cal.);
20 *Khona v. Subaru of Am., Inc.*, No. 19-cv-09323-RMB-AMD (D.N.J.); *Kommer v. Ford Motor Co.*,
21 No. 17-cv-296 (N.D.N.Y.); *Patrick v. Volkswagen Grp. of Am., Inc.*, No. 19-cv-01908-MCS-ADS
22 (C.D. Cal.); *Pinon v. Mercedes-Benz USA, LLC and Daimler AG*, No. 18-cv-3984 (N.D. Ga.);
23 *Udeen v. Subaru of America, Inc.*, No. 18-cv-17334- RBK-JS (D.N.J.); as well as others.

24 11. Our notice campaigns are regularly approved by courts throughout the United States.
25 This Court approved our notice plan for the notice of pendency for this action.

26 12. As a member of JND’s Legal Notice Team, I research, design, develop, and
27 implement a wide array of legal notice programs to meet the requirements of Rule 23 and
28

1 relevant state court rules. During my career, I have submitted declarations to courts throughout
2 the country attesting to the creation and launch of various notice programs.

3 **CASE BACKGROUND**

4 13. I have been asked by the Parties to prepare a Notice Plan to reach Class Members
5 and inform them about their rights and options in the Settlement.

6 14. Seven state-specific Classes have been certified:

7 A. **The California Class:** All persons or entities who purchased a 2011-2016
8 Duramax diesel 6.6L V8 LML engine truck from a GM-authorized dealer in the state of
9 California between March 1, 2010, through the date of the notice.

10 B. **The Florida Class:** All persons or entities who purchased a 2011-2016
11 Duramax diesel 6.6L V8 LML engine truck from a GM-authorized dealer in the state of
12 Florida between March 1, 2010, through the date of the notice.

13 C. **The Illinois Class:** All persons or entities who purchased a 2011-2016
14 Duramax diesel 6.6L V8 LML engine truck from a GM-authorized dealer in the state of
15 Illinois between March 1, 2010, through the date of the notice.

16 D. **The Iowa Class:** All persons who purchased a 2011-2016 Duramax diesel
17 6.6L V8 LML engine truck from a GM-authorized dealer in the state of Iowa between
18 March 1, 2010, through the date of the notice.

19 E. **The New York Class:** All persons or entities who purchased a 2011-2016
20 Duramax diesel 6.6L V8 LML engine truck from a GM-authorized dealer in the state of
21 New York between March 1, 2010, through the date of the notice.

22 F. **The Pennsylvania Class:** All persons or entities who purchased a 2011-
23 2016 Duramax diesel 6.6L V8 LML engine truck from a GM-authorized dealer in the state
24 of Pennsylvania between March 1, 2010, through the date of the notice.

25 G. **The Texas Class:** All persons or entities who purchased a 2011-2016
26 Duramax diesel 6.6L V8 LML engine truck from a GM-authorized dealer in the state of
27 Texas between March 1, 2010, through the date of the notice.

28 15. The Class Vehicles are defined as model year 2011-2016 Duramax diesel 6.6L V8

1 LML engine trucks manufactured by GM and marketed as the Chevrolet Silverado or GMC Sierra.
2 The Settlement provides a cash payment for Class Members who paid out of pocket for qualifying
3 CP4 repairs and for Class Members who no longer own their Class Vehicles and did not pay for a
4 qualifying repair. The Settlement also creates a Future Warranty Coverage and Reimbursement
5 Program that provides partial cash back for future repairs.

6 **NOTICE PLAN OVERVIEW**

7 16. The proposed Notice Plan includes the following components, as further described
8 in the sections below:

- 9 A. CAFA Notice to appropriate state and federal officials;
10 B. Direct notice sent to all known Class Members located through vehicle
11 identification number (VIN) lookups via mail and/or email, to the extent practicable;
12 C. Supplemental digital notice through the Google Display Network
13 (“GDN”), Facebook, and Instagram;
14 D. Internet search campaign;
15 E. Distribution of an informational press release;
16 F. Case website through which the Long Form Notice will be posted, and Claim
17 Forms may be electronically submitted or printed and mailed; and
18 G. Case toll-free number, post office box, and email address through which
19 Class Members may obtain more information about the Settlement and request that the Long
20 Form Notice be sent to them.

21 17. The direct notice effort alone is expected to reach the vast majority of Class
22 Members. Based on my experience in developing and implementing class notice programs, I
23 believe the proposed Notice Plan will provide the best notice practicable under the circumstances.

24 **CAFA NOTICE**

25 18. JND will work with Counsel for Defendant to provide notice of the proposed
26 Settlement under the Class Action Fairness Act (CAFA), 28 U.S.C. §1715(b), no later than 10 days
27 after the proposed Settlement is filed with the Court. CAFA Notice will be mailed to the appropriate
28 state and federal government officials.

DIRECT NOTICE EFFORT

1
2 19. An adequate notice plan needs to satisfy “due process” when reaching a class. The
3 United States Supreme Court, in *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974), stated that
4 direct notice (when possible) is the preferred method for reaching a class. In addition, Rule 23(c)(2)
5 of the Federal Rules of Civil Procedure provides that “the court must direct to class members the
6 best notice that is practicable under the circumstances, including individual notice to all members
7 who can be identified through reasonable effort. The notice may be by one or more of the following:
8 United States mail, electronic means, or other appropriate means.”

9 20. JND will mail a Postcard Notice to all known Class Members for whom a valid
10 mailing address is obtained and an Email Notice to any Class Member for whom a valid email
11 address is obtained. The Postcard Notice is attached as Exhibit D to the Settlement Agreement. The
12 Email Notice is attached as Exhibit B to this Declaration.

13 21. Class Counsel has already provided a list of eligible VINs to JND for the
14 implementation of notice of pendency for this action. Using the VINs, JND will work with a third-
15 party data aggregation service to acquire potential Class Members’ contact information from the
16 Departments of Motor Vehicles (“DMVs”) for all current and previous owners of the Class Vehicles.
17 The contact information gained using this process is considered particularly reliable because vehicle
18 owners must maintain accurate and up-to-date contact information in order to pay vehicle registration
19 fees and keep driver licenses and voter registrations current. JND will utilize Class Vehicle registration
20 information, including, but not limited to, registration date, year, make, and model of the vehicle. The
21 Class Vehicle registration information indicates whether the individual purchased the vehicle new or
22 used, whether the individual currently owns the Class Vehicle, and the selling dealership name.

23 22. After receiving the contact and VIN information from the DMVs, JND will promptly
24 load the information into a case-specific database for this matter. JND will review the data provided in
25 order to identify any undeliverable addresses and duplicate records. JND employs appropriate
26 administrative, technical, and physical controls designed to ensure the confidentiality and
27 protection of Class Member data, as well as to reduce the risk of loss, misuse, or unauthorized
28 access, disclosure, or modification of Class Member data.

1 23. Prior to mailing notice, JND staff will perform advanced address research using the
2 United States Postal Service (“USPS”) National Change of Address (“NCOA”) database² to update
3 addresses. JND will track all notices returned undeliverable by the USPS and will promptly re-mail
4 notices that are returned with a forwarding address. In addition, JND will take reasonable efforts to
5 research and determine if it is possible to reach a Class Member for whom a notice is returned
6 without a forwarding address, by using available skip-tracing tools to identify a new mailing
7 address by which the potential Class Member may be reached.

8 24. JND will conduct a sophisticated email append process to obtain email addresses
9 for all potential Class Members. JND will send the Email Notice to all known Settlement Class
10 Members for whom a valid email address is obtained.

11 25. Prior to sending the Email Notice, JND will evaluate the email for potential spam
12 language to improve deliverability. This process includes running the email through spam testing
13 software, DKIM for sender identification and authorization, and hostname evaluation.³
14 Additionally, we will check the send domain against the 25 most common IPv4 blacklists.⁴

15 26. JND uses industry-leading email solutions to achieve the most efficient email
16 notification campaigns. Our Data Team is staffed with email experts and software solution teams
17 to conform each notice program to the particulars of the case. JND provides individualized support
18 during the program and manages our sender reputation with the Internet Service Providers (“ISPs”).
19 For each of our programs, we analyze the program’s data and monitor the ongoing effectiveness of
20 the notification campaign, adjusting the campaign as needed. These actions ensure the highest
21 possible deliverability of the email campaign so that more potential Class Members receive notice.

22 27. For each email campaign, including this one, JND will utilize a verification program
23 to eliminate invalid email and spam traps that would otherwise negatively impact deliverability.

24 ² The NCOA database is the official USPS technology product which makes changes of address
25 information available to mailers to help reduce undeliverable mail pieces before mail enters the
mail stream.

26 ³ DomainKeys Identified Mail, or DKIM, is a technical standard that helps protect email senders
27 and recipients from spam, spoofing, and phishing.

28 ⁴ IPv4 address blacklisting is a common practice. To ensure that the addresses being used are not
blacklisted, a verification is performed against well-known IP blacklist databases. A blacklisted
address affects the reputation of a company and could cause an acquired IP addresses to be blocked.

1 We will then clean the list of email addresses for formatting and incomplete addresses to further
2 identify all invalid email addresses.

3 28. To ensure readability of the email, our team will review and format the body content
4 into a structure that is applicable to all email platforms, allowing the email to pass easily to the
5 recipient. Before launching the email campaign, we will send a test email to multiple ISPs and open
6 and test the email on multiple devices (iPhones, Android phones, desktop computers, tablets, etc.)
7 to ensure the email opens as expected.

8 29. Additionally, JND will include an “unsubscribe” link at the bottom of the email to
9 allow Class Members to opt out of any additional email notices from JND. This step is essential to
10 maintain JND’s good reputation among ISPs and reduce complaints relating to the email campaign.

11 30. Emails that are returned to JND are generally characterized as either “Hard
12 Bounces” or “Soft Bounces.” A Hard Bounce occurs when the ISP rejects the email due to a
13 permanent reason such as the email account is no longer active. A Soft Bounce occurs when the
14 email is rejected for temporary reasons, such as the recipient’s email address inbox is full.

15 31. When an email is returned due to a Soft Bounce, JND attempts to re-send the email
16 notice up to three additional times in an attempt to secure deliverability. If the Soft Bounce email
17 continues to be returned after the third re-send, the email is considered undeliverable. Emails that
18 result in a Hard Bounce are also considered undeliverable.

19 **SUPPLEMENTAL DIGITAL NOTICE**

20 32. JND will supplement the direct notice effort with a targeted digital effort to extend
21 reach further. JND proposes serving approximately 10 million digital impressions over four weeks
22 through GDN, the leading digital network, and Facebook/Instagram, two popular social media
23 platforms.⁵

24 33. JND will provide GDN, Facebook, and Instagram with a Class Member data file
25 containing postal/email addresses. GDN will match the provided data with their own first-party
26

27 ⁵ Impressions or Exposures are the total number of opportunities to be exposed to a media vehicle or
28 combination of media vehicles containing a notice. Impressions are a gross or cumulative number that
may include the same person more than once. As a result, impressions can and often do exceed the
population size.

1 data which they collect through Gmail, YouTube, Chrome registrations, etc. Likewise, Facebook
2 and Instagram will match the provided data with their account user data. All matches will be added
3 to a “Custom Audience” list. Ads may then be served to the Custom Audience while they are active
4 on the platform over the course of campaign. The matched Class Member must be active on the
5 platform during the campaign period in order to be served an ad. The Class Member data will not
6 be used for any purpose other than for the customer match campaign.

7 34. Impressions will also be served through GDN to adults 18 years of age or older in
8 California, Florida, Illinois, Iowa, New York, Pennsylvania, or Texas who are identified as truck
9 & SUV enthusiasts; OR are in-market for GMC trucks, Chevy truck parts, Chevrolet Silverado,
10 pick-up trucks, diesel vehicles, diesel trucks for sale, diesel truck parts, truck reviews and
11 information; OR visited the case website during the initial notice of pendency notice campaign
12 (retargeting); OR have similar demographics/behavior as those who visited the case website during
13 the initial notice of pendency notice campaign (“look-alike” targeting).

14 35. Impressions will also be served through Facebook and Instagram to users who have
15 expressed an interest in Chevrolet Silverado, Chevy Trucks, Full-size Chevy Trucks, GMC, Pick-
16 up Trucks, with a portion re-targeted to users who have visited the case website, or to a look-alike
17 audience.

18 36. Digital activity will be served across all devices, with an emphasis on mobile
19 devices. The digital ads will include an embedded link to the case website, where Class Members
20 may access more information about the Settlement, as well as file an electronic claim.

21 **INTERNET SEARCH CAMPAIGN**

22 37. Given that web browsers frequently default to a search engine page, search engines
23 are a common source to get to a specific website (as opposed to typing the desired URL in the
24 navigation bar). As a result, JND proposes a Google search effort to assist interested Class Members
25 in finding the case website. A custom keyword and ad group list will be generated based on content
26 on the case website landing page, as well as other case information. Keywords are words/phrases
27 that are bid on when they match the search term (or a variation of the search term) a person types
28 into their Google search bar. When a search term matches to a keyword or phrase, a Responsive

1 Search Ad (RSA) may be served, generating a tailored message relevant to the search term. RSAs
2 utilize machine learning to pair various combinations of ad copy (headlines and descriptions) based
3 on which groupings have worked well previously (i.e., produced a strong CTR/conversion
4 performance), and what the platform anticipates will generate the ideal results from the unique
5 searcher. When the RSA is clicked on, the visitor will be redirected to the case website where they
6 can get more information, as well as file a claim electronically.

7 **PRESS RELEASE**

8 38. To further assist in getting “word of mouth” out about the Settlement, JND proposes
9 the distribution of a press release at the start of the campaign to approximately 6,000 media outlets
10 nationwide.

11 **CASE WEBSITE**

12 39. JND will update the case-specific website, www.GMFuelPumpLitigation.com, with
13 information about the Settlement. The website has an easy-to-navigate design and is formatted to
14 emphasize important information and deadlines. It provides links to important case documents
15 which will include the Long Form Notice, attached as Exhibit C to the Settlement Agreement, as
16 well as information on how potential Class Members can opt out of or object to the Settlement, if
17 they choose. Additionally, the website will have a VIN lookup tool to check vehicle eligibility. The
18 website address will be prominently displayed in all printed notices and will be accessible through
19 the digital notices.

20 40. The case website will feature an online Claim Form with document upload
21 capabilities for the submission of claims for cash payments as well as a Reimbursement Request
22 Form for Class Members seeking cash back for future repairs under the Future Warranty Coverage
23 and Repair Reimbursement Program. If a user logs in to either online form with their Unique ID,
24 JND will prepopulate the Class Members’ name and VIN. JND will work with the parties to design
25 the online submission process to be streamlined and efficient for Class Members. Additionally,
26 Claim Forms and Reimbursement Request Forms will be posted on the website for download for
27 Class Members who prefer to submit by mail or email.

28

1 41. The case website will be ADA-compliant and optimized for mobile visitors so that
2 information loads quickly on mobile devices. It will be designed to maximize search engine
3 optimization through Google and other search engines.

4 **TOLL-FREE NUMBER, P.O. BOX, AND EMAIL ADDRESS**

5 42. JND will update the 24-hour, toll-free telephone line, 866-848-0815, so that Class
6 Members can call to obtain information about the Settlement.

7 43. JND will also maintain info@GMFuelPumpLitigation.com, the case dedicated
8 email address, and post office box to receive and respond to Class Member correspondence.

9 **NOTICE DESIGN AND CONTENT**

10 44. The proposed notice documents are designed to comply with Rule 23’s guidelines
11 for class action notices and the FJC’s *Judges’ Class Action Notice and Claims Process Checklist*
12 *and Plain Language Guide*. The notices contain easy-to-read summaries of the instructions on how
13 to obtain more information about the case.

14 45. Courts routinely approve notices written and designed in a similar manner.

15 **REACH**

16 46. Based on JND’s experience with automotive cases, we expect the direct notice effort
17 alone to reach virtually all Class Members. The supplemental digital effort, internet search
18 campaign, and press release will further enhance that reach. The expected reach exceeds that of
19 other court approved programs and is on the high end of the 70-95% reach standard set forth by the
20 Federal Justice Center.⁶

21 **PLAN OF ALLOCATION**

22 47. The proposed Plan of Allocation includes the following components, as further
23 described below:

24
25
26
27 ⁶ Federal Judicial Center, *Judges’ Class Action Notice and Claims Process Checklist and Plain*
28 *Language Guide* (2010), p. 3 states: “...the lynchpin in an objective determination of the adequacy
of a proposed notice effort is whether all the notice efforts together will reach a high percentage of
the class. It is reasonable to reach between 70–95%.”

1 A. Cash payments for Class Members who paid out of pocket for Qualifying
 2 Repairs not covered by warranty on or before the Notice Date, to be paid from the "Repair
 3 Fund;"

4 B. Cash payments for Class Members who, as of the Notice Date, no longer
 5 own their Class Vehicles and who did not pay out of pocket for Qualifying Repairs on or
 6 before the Notice Date, to be paid from the "Former Owner Fund;" and

7 C. Reimbursement for Future Repairs, for Qualifying Repairs paid for out of
 8 pocket and performed by GM-authorized dealers for up to 12 months from the date of Final
 9 Approval Order or until the Class Vehicle reaches 200,000 miles (whichever occurs first),
 10 to be paid at 50% by GM separate and apart from the Settlement Fund.

11 48. The Settlement Fund defined in the Settlement Agreement is valued at \$50,000,000.
 12 JND understands that Class Counsel intend to move the Court for approval of attorneys' fees and
 13 expenses not to exceed a combined total of \$15,000,000. The remaining \$35,000,000 will be
 14 divided between the Repair Fund and the Former Owner Fund, with \$30,000,000 allocated to the
 15 Repair Fund and \$5,000,000 allocated to the Former Owner Fund. Reimbursements for Future
 16 Repairs will not be paid from the Settlement Fund. Defendant will provide additional funding to
 17 pay approved reimbursement claims.

18 **REPAIR FUND**

19 49. **Introduction** – The Repair Fund will be distributed among Class Members who
 20 paid out of pocket for qualifying repairs based on the number of qualifying repairs they paid for.
 21 Qualifying repairs include replacements and repairs of the CP4 high-pressure fuel pump, and the
 22 related components listed in the Settlement Agreement.

23 50. The Notices will inform Class Members who paid out of pocket for qualifying
 24 repairs on or before the Notice Date that they may qualify for a cash payment if they submit a
 25 timely and valid Claim Form documenting their qualifying repair(s). JND understands that GM
 26 will also provide data for certain qualifying repairs that will allow JND to identify the Class
 27 Members who paid for the specified repairs. These Class Members will be paid directly without
 28

1 the need to submit a Claim Form, although the Notices encourage all Class Members to file a claim
2 regardless to ensure they qualify for a payment.

3 51. **Allocation** – The Repair Fund will be allocated pro rata among all Class Members
4 JND has identified for direct payments as well as all Class Members who submitted timely and
5 valid Claim Forms, which is based on the number of qualifying repair(s) attributed to each Class
6 Member and/or proven by the documentation submitted with their claims. JND is informed that a
7 total of 9,400 qualifying repairs are estimated to have been completed prior to the Notice Date and
8 that approximately one-third of these repairs were completed by GM-authorized dealers such that
9 the Class Members linked to those repairs will be paid directly.

10 **FORMER OWNER FUND**

11 52. **Introduction** – The Former Owner Fund will be distributed among Class Members
12 who did not pay out of pocket for Qualifying Repairs and who no longer own the Class Vehicle.
13 To qualify for payment, Class Members must submit a timely and valid Claim Form that proves
14 they no longer owned the Class Vehicle as of the Notice Date. Additionally, Class Members who
15 submit a claim for payment based on qualifying repairs but are rejected based on a lack of sufficient
16 proof of out-of-pocket payment for the repair, and who have demonstrated they no longer owned
17 the Class Vehicle as of the Notice Date, will also be eligible for payment from the Former Owner
18 Fund.

19 53. **Allocation** – The Former Owner Fund will be allocated pro rata among Former
20 Owners with approved claims on a per capita basis.

21 **REIMBURSEMENT FOR FUTURE REPAIRS**

22 54. As provided in the Settlement Agreement, the Reimbursement Program will provide
23 reimbursement of 50% of all costs incurred by Plaintiffs, Class Members, or subsequent owners of
24 Class Vehicles for CP4 fuel pump replacements and repairs performed at GM-authorized
25 dealerships for a period of 12 months from the date of Final Approval or until the Class Vehicle
26 reaches 200,000 miles from original sale (whichever occurs first). Repairs and replacements
27 covered under the Reimbursement Program include, without limitation, the costs associated with
28 replacement parts, labor, diagnoses, and mechanical damage to the Class Vehicles' CP4 fuel pump

1 and related components, as described in the Settlement Agreement. Reimbursement payments will
2 be funded by Defendant and will be not paid from the Settlement Fund.

3 55. Individuals seeking reimbursement for Future Repairs under the Reimbursement
4 Program must file a Reimbursement Claim Form and supporting documentation to qualify for
5 reimbursement. The Reimbursement Claim Form will be available to submit electronically on the
6 Settlement Website. It will also be available for download from the Settlement Website. For
7 anyone who is unable to access the form on the website, the Settlement Administrator will mail or
8 email a copy of the form upon request.

9 **CONCLUSION**

10 56. In my opinion, the proposed Notice Plan provides the best notice practicable under
11 the circumstances, is consistent with the requirements of Rule 23, and is consistent with other
12 similar court-approved best notice practicable notice programs. The Notice Plan is designed to
13 reach as many Class Members as possible and inform them about the case and their rights and
14 options. The proposed Plan of Allocation provides a reasonable and economical allocation of
15 monetary payment that is in line with the findings of Plaintiffs' damages expert.
16 I declare under penalty of perjury under the laws of the United States of America that the
17 foregoing is true and correct.

18 Executed this on June 7, 2024, at Stone Harbor, NJ.

19
20 

21 _____
22 GINA INTREPIDO-BOWDEN
23
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EXHIBIT A

GINA INTREPIDO-BOWDEN

VICE PRESIDENT



I.

INTRODUCTION

Gina Intrepido-Bowden is a Vice President at JND Legal Administration (“JND”). She is a court recognized legal notice expert who has been involved in the design and implementation of hundreds of legal notice programs reaching class members/claimants throughout the U.S., Canada, and the world, with notice in over 35 languages. Some notable cases in which Gina has been involved include:

- *Flaum v Doctor’s Assoc., Inc.*, a \$30 million FACTA settlement
- *FTC v. Reckitt Benckiser Grp. PLC*, the \$50 million Suboxone branded drug antitrust settlement
- *In re Blue Cross Blue Shield Antitrust Litig.*, a \$2.67 billion antitrust settlement
- *In re General Motors LLC Ignition Switch Litig.*, the \$120 million GM Ignition Switch economic settlement
- *In re Home Depot, Inc., Customer Data Sec. Breach Litig.*, a security breach impacting over 40 million consumers who made credit/debit card purchases in a Home Depot store
- *In re Monitronics Int’l, Inc.*, a \$28 million TCPA settlement
- *In re Residential Schools Litig.*, a complex Canadian class action incorporating a groundbreaking notice program to remote aboriginal persons qualified to receive benefits in the multi-billion-dollar settlement

- *In re Royal Ahold Sec. and "ERISA"*, a \$1.1 billion securities settlement involving a comprehensive international notice effort
- *In re Skelaxin (Metaxalone) Antitrust Litig.*, a prescription antitrust involving notice to both third party payor and consumer purchasers
- *In re TJX Cos., Inc. Retail Sec. Breach Litig.*, this \$200 million settlement impacted 45 million credit/debit cards in the U.S. and Canada making it the then-largest theft of consumer data
- *In re Trans Union Corp. Privacy Litig.*, a \$75 million data breach settlement involving persons with a credit history
- *Thompson v Metropolitan Life Ins. Co.*, a large race-based pricing settlement involving 25 million policyholders
- *USC Student Health Ctr. Settlement*, a \$215 million settlement providing compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall
- *Williams v. Weyerhaeuser Co.*, a consumer fraud litigation involving exterior hardboard siding on homes and other structures

With more than 30 years of advertising research, planning and buying experience, Gina began her career working for one of New York's largest advertising agency media departments (BBDO), where she designed multi-million-dollar media campaigns for clients such as Gillette, GE, Dupont, and HBO. Since 2000, she has applied her media skills to the legal notification industry, working for several large legal notification firms. Gina is an accomplished author and speaker on class notice issues including effective reach, notice dissemination as well as noticing trends and innovations. She earned a Bachelor of Arts in Advertising from Penn State University, graduating *summa cum laude*.



JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Intrepido-Bowden's work as outlined by the sampling of Judicial comments below:

1. Honorable David O. Carter

Gutierrez, Jr. v. Amplify Energy Corp., (September 14, 2023)

No. 21-cv-01628-DOC-JDE (C.D. Cal.):

The Court finds that the Notice set forth in the Settlement Agreement, detailed in the Notice Plan attached to the Declaration of Gina Intrepido-Bowden of JND Legal Administration, and effectuated pursuant to the Preliminary Approval Order: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Classes of the terms of the Settlement Agreement and the Final Approval Hearing; and (c) fully complied with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law, including the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

2. Judge Stephen V. Wilson

LSIMC, LLC v. Am. Gen. Life Ins. Co., (June 27, 2023)

No. 20-cv-11518 (C.D. Cal.):

The Court finds that the Settlement Administrator completed the delivery of the Class Notice to Settlement Class Members according to the Agreement terms. The Class Notice complied in all respects with the requirements of Rule 23 and the due process requirements of the United States Constitution and provided due and adequate notice to the Settlement Class.

3. Honorable David O Carter

Gutierrez, Jr. v. Amplify Energy Corp., (June 16, 2023)

No. 21-cv-01628-DOC-JDE (C.D. Cal.):

The Court appoints JND Legal Administration as the Settlement Administrator in this Action...The Court approves, as to form and content, the Direct Notices, Long Form Notices, and Email notices substantially in the forms attached as Exhibits B-J to the Declaration of Gina Intrepido-Bowden Regarding Proposed Shipping Defendants Settlement Notice Plan (“Intrepido-Bowden Declaration”).

4. Honorable Daniel D. Domenico

Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co., (April 18, 2023)

No. 18-cv-01897-DDD-NYW (D. Colo.):

The Court appoints JND Legal Administration LLC (“JND”) a competent firm, as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the “Intrepido-Bowden Declaration”), and through the notice program described in Section 4 of the Agreement and Paragraphs 32-38 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

5. Honorable J.P. Boulee

In re TransUnion Rental Screening Sol. Inc. FCRA Litig., (January 6, 2023)

No. 20-md-02933-JPB (N.D. Ga.):

The Parties have proposed JND Legal Administration as the Settlement Administrator for the Rule 23(b)(2) and Rule 23(b)(3) Settlement Classes. The Court has reviewed the materials about this organization and concludes that it has extensive and specialized experience and expertise in class action settlements and notice programs. The Court

hereby appoints JND Legal Administration as the Settlement Administrator, to assist and provide professional guidance in the implementation of the Notice Plans and other aspects of the settlement administration.

6. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (July 15, 2022)

No. 15-md-02670 (S.D. Cal.):

An experienced and well-respected claims administrator, JND Legal Administration LLC (“JND”), administered a comprehensive and robust notice plan to alert Settlement Class Members of the COSI Settlement Agreement...The Notice Plan surpassed the 85% reach goal...The Court recognizes JND’s extensive experience in processing claim especially for millions of claimants...The Court finds due process was satisfied and the Notice Program provided adequate notice to settlement class members in a reasonable manner through all major and common forms of media.

7. Judge Fernando M. Olguin

Gupta v. Aeries Software, Inc., (July 7, 2022)

No. 20-cv-00995 (C.D. Cal.):

Under the circumstances, the court finds that the procedure for providing notice and the content of the class notice constitute the best practicable notice to class members and complies with the requirements of due process...The court appoints JND as settlement administrator.

8. Judge Cormac J. Carney

Gifford v. Pets Global, Inc., (June 24, 2022)

No. 21-cv-02136-CJC-MRW (C.D. Cal.):

The Settlement also proposes that JND Legal Administration act as Settlement Administrator and offers a provisional plan for Class Notice... The proposed notice plan here is designed to reach at least 70% of the class at least two times. The Notices proposed in this matter inform Class Members of the salient terms of the Settlement, the Class to be certified, the final approval hearing and the rights of all

parties, including the rights to file objections or to opt-out of the Settlement Class... This proposed notice program provides a fair opportunity for Class Members to obtain full disclosure of the conditions of the Settlement and to make an informed decision regarding the Settlement.

9. Judge David J. Novak

Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co., (June 3, 2022)

No. 20-cv-240-DJN (E.D. Va.):

The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator...The Court approves the Notice Plan, as set forth in... paragraphs 9-15 and Exhibits B-C of the May 9, 2022 Declaration of Gina Intrepido-Bowden (“Intrepido-Bowden Declaration”).

10. Judge Cecilia M. Altonaga

In re Farm-raised Salmon and Salmon Prod. Antitrust Litig., (May 26, 2022)

No. 19-cv-21551-CMA (S.D. Fla.):

The Court approves the form and content of: (a) the Long Form Notice, attached as Exhibit B to the Declaration of Gina Intrepido-Bowden of JND Administration; and (b) the Informational Press Release (the “Press Release”), attached as Exhibit C to that Declaration. The Court finds that the mailing of the Notice and the Press Release in the manner set forth herein constitutes the best notice that is practicable under the circumstances, is valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States.

11. Judge Victoria A. Roberts

Graham v. Univ. of Michigan, (March 29, 2022)

No. 21-cv-11168-VAR-EAS (E.D. Mich.):

The Court finds that the foregoing program of Class Notice and the manner of its dissemination is sufficient under the circumstances and is reasonably calculated to

apprise the Settlement Class of the pendency of this Action and their right to object to the Settlement. The Court further finds that the Class Notice program is reasonable; that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and that it meets the requirements of due process and Federal Rule of Civil Procedure 23.

12. Honorable P. Kevin Castel

Hanks v. Lincoln Life & Annuity Co. of New York, (February 23, 2022)

No. 16-cv-6399 PKC (S.D.N.Y.):

The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator...The form and content of the notices, as well as the manner of dissemination described below, meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

13. Judge William M. Conley

Bruzek v. Husky Oil Operations Ltd., (January 31, 2022)

No. 18-cv-00697 (W.D. Wis.):

The claims administrator estimates that at least 70% of the class received notice... the court concludes that the parties’ settlement is fair, reasonable and adequate under Rule 23(e).

14. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (DPP Class), (January 26, 2022)

No. 15-md-02670 (S.D. Cal.):

The rigorous notice plan proposed by JND satisfies requirements imposed by Rule 23 and the Due Process clause of the United States Constitution. Moreover, the content of the notice satisfactorily informs Settlement Class members of their rights under the Settlement.

15. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (January 26, 2022))
No. 15-md-02670 (S.D. Cal.):

Class Counsel retained JND, an experienced notice and claims administrator, to serve as the notice provider and settlement claims administrator. The Court approves and appoints JND as the Claims Administrator. EPPs and JND have developed an extensive and robust notice program which satisfies prevailing reach standards. JND also developed a distribution plan which includes an efficient and user-friendly claims process with an effective distribution program. The Notice is estimated to reach over 85% of potential class members via notice placements with the leading digital network (Google Display Network), the top social media site (Facebook), and a highly read consumer magazine (People)... The Court approves the notice content and plan for providing notice of the COSI Settlement to members of the Settlement Class.

16. Judge Alvin K. Hellerstein

Leonard v. John Hancock Life Ins. Co. of NY, (January 10, 2022)
No. 18-CV-04994 (S.D.N.Y.):

The Court appoints Gina Intrepido-Bowden of JND Legal Administration LLC, a competent firm, as the Settlement Administrator...the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the "Intrepido-Bowden Declaration"), and through the notice program described in described in Section 5 of the Agreement and Paragraphs 24-33 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

17. Judge Timothy J. Corrigan

Levy v. Dolgencorp, LLC, (December 2, 2021)

No. 20-cv-01037-TJC-MCR (M.D. Fla.):

No Settlement Class Member has objected to the Settlement and only one Settlement Class Member requested exclusion from the Settlement through the opt-out process approved by this Court...The Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice. The Notice Program fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

18. Honorable Nelson S. Roman

Swetz v. GSK Consumer Health, Inc., (November 22, 2021)

No. 20-cv-04731 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release; direct notice through electronic mail, or in the alternative, mailed, first-class postage prepaid for identified Settlement Class Members; notice through electronic media—such as Google Display Network and Facebook—using a digital advertising campaign with links to the dedicated Settlement Website; and a toll-free telephone number that provides Settlement Class Members detailed information and directs them to the Settlement Website. The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order.

19. Honorable James V. Selna

Herrera v. Wells Fargo Bank, N.A., (November 16, 2021)

No. 18-cv-00332-JVS-MRW (C.D. Cal.):

On June 8, 2021, the Court appointed JND Legal Administration (“JND”) as the Claims Administrator... JND mailed notice to approximately 2,678,266 potential Non-Statutory Subclass Members and 119,680 Statutory Subclass Members.

Id. ¶ 5. 90% of mailings to Non-Statutory Subclass Members were deemed delivered, and 81% of mailings to Statutory Subclass Members were deemed delivered. *Id.* ¶ 9. Follow-up email notices were sent to 1,977,514 potential Non-Statutory Subclass Members and 170,333 Statutory Subclass Members, of which 91% and 89% were deemed delivered, respectively. *Id.* ¶ 12. A digital advertising campaign generated an additional 5,195,027 views. *Id.* ¶ 13...Accordingly, the Court finds that the notice to the Settlement Class was fair, adequate, and reasonable.

20. Judge Morrison C. England, Jr.

Martinelli v. Johnson & Johnson, (September 27, 2021)

No. 15-cv-01733-MCE-DB (E.D. Cal.):

The Court appoints JND, a well-qualified and experienced claims and notice administrator, as the Settlement Administrator.

21. Honorable Nathanael M. Cousins

Malone v. Western Digital Corp., (July 21, 2021)

No. 20-cv-03584-NC (N.D. Cal.):

The Court hereby appoints JND Legal Administration as Settlement Administrator... The Court finds that the proposed notice program meets the requirements of Due Process under the U.S. Constitution and Rule 23; and that such notice program- which includes individual direct notice to known Settlement Class Members via email, mail, and a second reminder email, a media and Internet notice program, and the establishment of a Settlement Website and Toll-Free Number-is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the proposed form and content of the forms of the notice are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt-out, and the proposed Settlement and its terms.

22. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (June 7, 2021)
No. 14-md-02542 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release, print notice in the national edition of People magazine, and electronic media—Google Display Network, Facebook, and LinkedIn—using a digital advertising campaign with links to a settlement website. Proof that Plaintiffs have complied with the Notice Plan has been filed with the Court. The Notice Plan met the requirements of due process and Federal Rule of Civil Procedure 23; constituted the most effective and best notice of the Agreement and fairness hearing practicable under the circumstances; and constituted due and sufficient notice for all other purposes to all other persons and entities entitled to receive notice.

23. Honorable Louis L. Stanton

Rick Nelson Co. v. Sony Music Ent., (May 25, 2021)
No. 18-cv-08791 (S.D.N.Y.):

Notice of the pendency of this Action as a class action and of the proposed Settlement was given to all Class Members who could be identified with reasonable effort. The form and method of notifying the Class of the pendency of the action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, due process, and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

24. Honorable Daniel D. Domenico

Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co., (January 29, 2021)
No. 18-cv-01897-DDD-NYW (D. Colo.):

The proposed form and content of the Notices meet the requirements of Federal Rule of Civil Procedure 23(c)(2)(B)...The court approves the retention of JND Legal Administration LLC as the Notice Administrator.

25. Honorable Virginia A. Phillips

Sonner v. Schwabe North America, Inc., (January 25, 2021)

No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

Following preliminary approval of the settlement by the Court, the settlement administrator provided notice to the Settlement Class through a digital media campaign. (Dkt. 203-5). The Notice explains in plain language what the case is about, what the recipient is entitled to, and the options available to the recipient in connection with this case, as well as the consequences of each option. (Id., Ex. E). During the allotted response period, the settlement administrator received no requests for exclusion and just one objection, which was later withdrawn. (Dkt. 203-1, at 11).

Given the low number of objections and the absence of any requests for exclusion, the Class response is favorable overall. Accordingly, this factor also weighs in favor of approval.

26. Honorable R. Gary Klausner

A.B. v. Regents of the Univ. of California, (January 8, 2021)

No. 20-cv-09555-RGK-E (C.D. Cal.):

The parties intend to notify class members through mail using UCLA's patient records. And they intend to supplement the mail notices using Google banners and Facebook ads, publications in the LA times and People magazine, and a national press release. Accordingly, the Court finds that the proposed notice and method of delivery sufficient and approves the notice.

27. Judge Jesse M. Furman

In re General Motors LLC Ignition Switch Litig., economic settlement, (December 18, 2020)

No. 2543 (MDL) (S.D.N.Y.):

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rules of Civil Procedure 23(c)(2)(b) and 23(e), and fully comply with all laws, including the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States

Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation.

28. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (December 16, 2020)
No. 14-md-02542 (S.D.N.Y.):

I further appoint JND as Claims Administrator. JND's principals have more than 75 years-worth of combined class action legal administration experience, and JND has handled some of the largest recent settlement administration issues, including the Equifax Data Breach Settlement. (Doc. 1115 ¶ 5.) JND also has extensive experience in handling claims administration in the antitrust context. (Id. ¶ 6.) Accordingly, I appoint JND as Claims Administrator.

29. Judge R. David Proctor

In re Blue Cross Blue Shield Antitrust Litig., (November 30, 2020)
Master File No. 13-CV-20000-RDP (N.D. Ala.):

After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC ("JND") to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters... JND has prepared a customized Notice Plan in this case. The Notice Plan was designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts...The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.

30. Honorable Laurel Beeler

Sidibe v. Sutter Health, (November 5, 2020)
No. 12-cv-4854-LB (N.D. Cal.):

Class Counsel has retained JND Legal Administration ("JND"), an experienced class notice administration firm, to administer notice to the Class. The Court appoints JND as the Class Notice Administrator.

31. Judge Carolyn B. Kuhl

Sandoval v. Merlex Stucco Inc., (October 30, 2020)

No. BC619322 (Cal. Super. Ct.):

Additional Class Member class members, and because their names and addresses have not yet been confirmed, will be notified of the pendency of this settlement via the digital media campaign... the Court approves the Parties selection of JND Legal as the third-party Claims Administrator.

32. Honorable Louis L. Stanton

Rick Nelson Co. v. Sony Music Ent., (September 16, 2020)

No. 18-cv-08791 (S.D.N.Y.):

The parties have designated JND Legal Administration (“JND”) as the Settlement Administrator. Having found it qualified, the Court appoints JND as the Settlement Administrator and it shall perform all the duties of the Settlement Administrator as set forth in the Stipulation...The form and content of the Notice, Publication Notice and Email Notice, and the method set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process. and any other applicable law, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

33. Honorable Jesse M. Furman

In re General Motors LLC Ignition Switch Litig., economic settlement, (April 27, 2020)

No. 2543 (MDL) (S.D.N.Y.):

The Court further finds that the Class Notice informs Class Members of the Settlement in a reasonable manner under Federal Rule of Civil Procedure 23(e)(1)(B) because it fairly apprises the prospective Class Members of the terms of the proposed Settlement and of the options that are open to them in connection with the proceedings.

The Court therefore approves the proposed Class Notice plan, and hereby directs that such notice be disseminated to Class Members in the manner set forth in

the Settlement Agreement and described in the Declaration of the Class Action Settlement Administrator...

34. Honorable Virginia A. Phillips

Sonner v. Schwabe North America, Inc., (April 7, 2020)

No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

The Court orders the appointment of JND Legal Administration to implement and administrate the dissemination of class notice and administer opt-out requests pursuant to the proposed notice dissemination plan attached as Exhibit D to the Stipulation.

35. Judge Fernando M. Olguin

Ahmed v. HSBC Bank USA, NA, (December 30, 2019)

No. 15-cv-2057-FMO-SPx (N.D. Ill.):

On June 21, 2019, the court granted preliminary approval of the settlement, appointed JND Legal Administration (“JND”) as settlement administrator... the court finds that the class notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, the class members’ right to exclude themselves from the action, and their right to object to the proposed settlement...the reaction of the class has been very positive.

36. Honorable Stephen V. Wilson

USC Student Health Ctr. Settlement, (June 12, 2019)

No. 18-cv-04258-SVW (C.D. Cal.):

The Court hereby designates JND Legal Administration (“JND”) as Claims Administrator. The Court finds that giving Class Members notice of the Settlement is justified under Rule 23(e)(1) because, as described above, the Court will likely be able to: approve the Settlement under Rule 23(e)(2); and certify the Settlement Class for purposes of judgment. The Court finds that the proposed Notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and provides the best notice practicable under the circumstances.

37. Judge J. Walton McLeod

Boskie v. Backgroundchecks.com, (May 17, 2019)

No. 2019CP3200824 (S.C. C.P.):

The Court appoints JND Legal Administration as Settlement Administrator...The Court approves the notice plans for the HomeAdvisor Class and the Injunctive Relief Class as set forth in the declaration of JND Legal Administration. The Court finds the class notice fully satisfies the requirements of due process, the South Carolina Rules of Civil Procedure. The notice plan for the HomeAdvisor Class and Injunctive Relief Class constitutes the best notice practicable under the circumstances of each Class.

38. Judge Kathleen M. Daily

Podawiltz v. Swisher Int'l, Inc., (February 7, 2019)

No. 16CV27621 (Or. Cir. Ct.):

The Court appoints JND Legal Administration as settlement administrator...The Court finds that the notice plan is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, ORCP 32, and any other applicable laws.

39. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy, (December 14, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the Class Notice and the Notice Program implemented pursuant to the Settlement Agreement and Preliminary Approval Order constituted the best notice practicable under the circumstances to all persons within the definition of the Class and fully complied with the due process requirement under all applicable statutes and laws and with the California Rules of Court.

40. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (November 16, 2018)

No. 16-cv-8637 (N.D. Ill.):

The notice given to the Class, including individual notice to all members of the Class who could be identified through reasonable efforts, was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

41. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy, (August 10, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the notice to the Class Members regarding settlement of this Action, including the content of the notices and method of dissemination to the Class Members in accordance with the terms of Settlement Agreement, constitute the best notice practicable under the circumstances and constitute valid, due and sufficient notice to all Class Members, complying fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court Rules 3.766 and 3.769(f), the California and United States Constitutions, and any other applicable law.

42. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (June 22, 2018)

No. 16-cv-8637 (N.D. Ill.):

The proposed notice plan set forth in the Motion and the supporting declarations comply with Rule 23(c)(2)(B) and due process as it constitutes the best notice that is practicable under the circumstances, including individual notice via mail and email to all members who can be identified through reasonable effort. The direct mail and email notice will be supported by reasonable publication notice to reach class members who could not be individually identified.

43. Judge John Bailey

In re Monitronics Int'l, Inc. TCPA Litig., (September 28, 2017)

No. 11-cv-00090 (N.D. W.Va.):

The Court carefully considered the Notice Plan set forth in the Settlement Agreement and plaintiffs' motion for preliminary approval. The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances, and satisfies fully the requirements of Rule 23, the requirements of due process and any other applicable law, such that the terms of the Settlement Agreement, the releases provided therein, and this Court's final judgment will be binding on all Settlement Class Members.

44. Honorable Ann I. Jones

Eck v. City of Los Angeles, (September 15, 2017)

No. BC577028 (Cal. Super. Cal.):

The form, manner, and content of the Class Notice, attached to the Settlement Agreement as Exhibits B, E, F and G, will provide the best notice practicable to the Class under the circumstances, constitutes valid, due, and sufficient notice to all Class Members, and fully complies with California Code of Civil Procedure section 382, California Code of Civil Procedure section 1781, the Constitution of the State of California, the Constitution of the United States, and other applicable law.

45. Honorable James Ashford

Nishimura v. Gentry Homes, LTD., (September 14, 2017)

No. 11-11-1-1522-07-RAN (Haw. Cir. Ct.):

The Court finds that the Notice Plan and Class Notices will fully and accurately inform the potential Class Members of all material elements of the proposed Settlement and of each Class Member's right and opportunity to object to the proposed Settlement. The Court further finds that the mailing and distribution of the Class Notice and the publication of the Class Notices substantially in the manner and form set forth in the Notice Plan and Settlement Agreement meets the requirements of the laws of the State of Hawai'i (including Hawai'i Rule of Civil Procedure 23), the United States

Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all potential Class Members.

46. Judge Cecilia M. Altonaga

Flaum v. Doctor's Assoc., Inc., (March 22, 2017)

No. 16-cv-61198 (S.D. Fla.):

...the forms, content, and manner of notice proposed by the Parties and approved herein meet the requirements of due process and FED. R. CIV. P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice. The Court approves the notice program in all respects (including the proposed forms of notice, Summary Notice, Full Notice for the Settlement Website, Publication Notice, Press Release and Settlement Claim Forms, and orders that notice be given in substantial conformity therewith.

47. Judge Manish S. Shah

Johnson v. Yahoo! Inc., (December 12, 2016)

No. 14-cv-02028 (N.D. Ill.):

The Court approves the notice plan set forth in Plaintiff's Amended Motion to Approve Class Notice (Doc. 252) (the "Notice Plan"). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and constitutes the best notice practicable under the circumstances.

48. Judge Joan A. Leonard

Barba v. Shire U.S., Inc., (December 2, 2016)

No. 13-cv-21158 (S.D. Fla.):

The notice of settlement (in the form presented to this Court as Exhibits E, F, and G, attached to the Settlement Agreement [D.E. 423-1] (collectively, "the Notice") directed to the Settlement Class members, constituted the best notice practicable

under the circumstances. In making this determination, the Court finds that the Notice was given to potential Settlement Class members who were identified through reasonable efforts, published using several publication dates in *Better Homes and Gardens*, *National Geographic*, and *People* magazines; placed on targeted website and portal banner advertisements on general Run of Network sites; included in e-newsletter placements with *ADDitude*, a magazine dedicated to helping children and adults with attention deficit disorder and learning disabilities lead successful lives, and posted on the Settlement Website which included additional access to Settlement information and a toll-free number. Pursuant to, and in accordance with, Federal Rule of Civil Procedure 23, the Court hereby finds that the Notice provided Settlement Class members with due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, and the rights of Settlement Class members to make a claim, object to the Settlement or exclude themselves from the Settlement.

49. Judge Marco A. Hernandez

Kearney v. Equilon Enter. LLC, (October 25, 2016)

No. 14-cv-00254 (D. Ore.):

The papers supporting the Final Approval Motion, including, but not limited to, the Declaration of Robert A. Curtis and the two Declarations filed by Gina Intrepido-Bowden, describe the Parties' provision of Notice of the Settlement. Notice was directed to all members of the Settlement Classes defined in paragraph 2, above. No objections to the method or contents of the Notice have been received. Based on the above-mentioned declarations, *inter alia*, the Court finds that the Parties have fully and adequately effectuated the Notice Plan, as required by the Preliminary Approval Order, and, in fact, have achieved better results than anticipated or required by the Preliminary Approval Order.

50. Honorable Amy J. St. Eve

In re Rust-Oleum Restore Mktg, Sales Practices & Prod. Liab. Litig., (October 20, 2016)

No. 15-cv-01364 (N.D. Ill.):

The Notices of Class Action and Proposed Settlement (Exhibits A and B to the Settlement Agreement) and the method of providing such Notices to the proposed

Settlement Class...comply with Fed. R. Civ. P. 23(e) and due process, constitute the best notice practicable under the circumstances, and provide due and sufficient notice to all persons entitled to notice of the settlement of this Action.

51. Honorable R. Gary Klausner

Russell v. Kohl's Dep't Stores, Inc., (October 20, 2016)

No. 15-cv-01143 (C.D. Cal.):

Notice of the settlement was provided to the Settlement Class in a reasonable manner, and was the best notice practicable under the circumstances, including through individual notice to all members who could be reasonably identified through reasonable effort.

52. Judge Fernando M. Olguin

Chambers v. Whirlpool Corp., (October 11, 2016)

No. 11-cv-01733 (C.D. Cal.):

Accordingly, based on its prior findings and the record before it, the court finds that the Class Notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, their right to exclude themselves from the action, and their right to object to the proposed settlement.

53. Honourable Justice Stack

Anderson v. Canada, (September 28, 2016)

No. 2007 01T4955CP (NL Sup. Ct.):

The Phase 2 Notice Plan satisfies the requirements of the Class Actions Act and shall constitute good and sufficient service upon class members of the notice of this Order, approval of the Settlement and discontinuance of these actions.

54. Judge Mary M. Rowland

In re Home Depot, Inc., Customer Data Sec. Breach Litig., (August 23, 2016)
No. 14-md-02583 (N.D. Ga.):

The Court finds that the Notice Program has been implemented by the Settlement Administrator and the parties in accordance with the requirements of the Settlement Agreement, and that such Notice Program, including the utilized forms of Notice, constitutes the best notice practicable under the circumstances and satisfies due process and the requirements of Rule 23 of the Federal Rules of Civil Procedure.

55. Honorable Manish S. Shah

Campos v. Calumet Transload R.R., LLC, (August 3, 2016)
No. 13-cv-08376 (N.D. Ill.):

The form, content, and method of dissemination of the notice given to the Settlement Class were adequate, reasonable, and constitute the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth therein, and these proceedings to all Persons entitled to such notice. The notice satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”) and due process.

56. Honorable Lynn Adelman

Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd., (Indirect Purchaser), (July 7, 2016)
No. 09-cv-00852 (E.D. Wis.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

57. Judge Marco A. Hernandez

Kearney v. Equilon Enter. LLC, (June 6, 2016)

No. 14-cv-00254 (Ore. Dist. Ct.):

The Court finds that the Parties' plan for providing Notice to the Settlement Classes as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. The Court further finds that the Parties' plan for providing Notice to the Settlement Classes, as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as not to be bound by the Settlement Agreement.

58. Judge Joan A. Leonard

Barba v. Shire U.S., Inc., (April 11, 2016)

No. 13-cv-21158 (S.D. Fla.):

The Court finds that the proposed methods for giving notice of the Settlement to members of the Settlement Class, as set forth in this Order and in the Settlement Agreement, meet the requirements of Federal Rule of Civil Procedure Rule 23 and requirements of state and federal due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

59. Honorable Manish S. Shah

Campos v. Calumet Transload R.R., LLC, (March 10, 2016 and April 18, 2016)
No. 13-cv-08376 (N.D. Ill.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Order to all persons entitled thereto, and is in full compliance with the requirements of Fed. R. Civ. P. 23, applicable law, and due process.

60. Judge Thomas W. Thrash Jr.

In re Home Depot, Inc., Customer Data Sec. Breach Litig., (March 8, 2016)
No. 14-md-02583 (N.D. Ga.):

The Court finds that the form, content and method of giving notice to the Class as described in Paragraph 7 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including Fed. R. Civ. P. 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

61. Judge Mary M. Rowland

In re Sears, Roebuck and Co. Front-Loader Washer Prod. Liab. Litig., (February 29, 2016)
No. 06-cv-07023 (N.D. Ill.):

The Court concludes that, under the circumstances of this case, the Settlement Administrator's notice program was the "best notice that is practicable," Fed. R. Civ.

P. 23(c)(2)(B), and was “reasonably calculated to reach interested parties,” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 318 (1950).

62. Honorable Lynn Adelman

Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co.,
(Indirect Purchaser–Tong Yang & Gordon Settlements), (January 14, 2016)
No. 09-CV-00852 (E.D. Wis.):

The form, content, and methods of dissemination of Notice of the Settlements to the Settlement Class were reasonable, adequate, and constitute the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth in the Settlements, and these proceedings to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process requirements.

63. Judge Curtis L. Collier

In re Skelaxin (Metaxalone) Antitrust Litig., (December 22, 2015)
No. 12-md-2343 (E.D. Tenn.):

The Class Notice met statutory requirements of notice under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirement process.

64. Honorable Mitchell D. Dembin

Lerma v. Schiff Nutrition Int’l, Inc., (November 3, 2015)
No. 11-CV-01056 (S.D. Cal.):

According to Ms. Intrepido-Bowden, between June 29, 2015, and August 2, 2015, consumer publications are estimated to have reached 53.9% of likely Class Members and internet publications are estimated to have reached 58.9% of likely Class Members...The Court finds this notice (i) constituted the best notice practicable under the circumstances, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise the putative Class Members of the pendency of the action,

and of their right to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) fully complied with due process principles and Federal Rule of Civil Procedure 23.

65. Honorable Lynn Adelman

**Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co.,
(Indirect Purchaser–Gordon Settlement), (August 4, 2015)
No. 09-CV-00852 (E.D. Wis.):**

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

66. Honorable Sara I. Ellis

**Thomas v. Lennox Indus. Inc., (July 9, 2015)
No. 13-CV-07747 (N.D. Ill.):**

The Court approves the form and content of the Long-Form Notice, Summary Notice, Postcard Notice, Dealer Notice, and Internet Banners (the “Notices”) attached as Exhibits A-1, A-2, A-3, A-4 and A-5 respectively to the Settlement Agreement. The Court finds that the Notice Plan, included in the Settlement Agreement and the Declaration of Gina M. Intrepido-Bowden on Settlement Notice Plan and Notice Documents, constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to all persons entitled thereto, and that the Notice Plan complies fully with the requirements of Federal Rule of Civil Procedure 23 and provides Settlement Class Members due process under the United States Constitution.

67. Honorable Lynn Adelman

Fond du Lac Bumper Exch., Inc. v. Jui Li Enter.Co., Ltd.
(Indirect Purchaser–Tong Yang Settlement), (May 29, 2015)
No. 09-CV-00852 (E.D. Wis.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

68. Honorable Mitchell D. Dembin

Lerma v. Schiff Nutrition Int'l, Inc., (May 25, 2015)
No. 11-CV-01056 (S.D. Cal.):

The parties are to notify the Settlement Class in accordance with the Notice Program outlined in the Second Supplemental Declaration of Gina M. Intrepido-Bowden on Settlement Notice Program.

69. Honorable Lynn Adelman

Fond du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd.
(Direct Purchaser–Gordon Settlement), (May 5, 2015)
No. 09-CV-00852 (E.D. Wis.):

The Notice Program set forth herein is substantially similar to the one set forth in the Court's April 24, 2015 Order regarding notice of the Tong Yang Settlement (ECF. No. 619) and combines the Notice for the Tong Yang Settlement with that of the Gordon Settlement into a comprehensive Notice Program. To the extent differences exist between the two, the Notice Program set forth and approved herein shall prevail over that found in the April 24, 2015 Order.

70. Honorable José L. Linares

Demmick v. Cellco P'ship, (May 1, 2015)

No. 06-CV-2163 (D.N.J.):

The Notice Plan, which this Court has already approved, was timely and properly executed and that it provided the best notice practicable, as required by Federal Rule of Civil Procedure 23, and met the “desire to actually inform” due process communications standard of Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306 (1950) The Court thus affirms its finding and conclusion in the November 19, 2014 Preliminary Approval Order that the notice in this case meets the requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States and/or any other applicable law. All objections submitted which make mention of notice have been considered and, in light of the above, overruled.

71. Honorable David O. Carter

Cobb v. BSH Home Appliances Corp., (December 29, 2014)

No. 10-CV-0711 (C.D. Cal.):

The Notice Program complies with Rule 23(c)(2)(B) because it constitutes the best notice practicable under the circumstances, provides individual notice to all Class Members who can be identified through reasonable effort, and is reasonably calculated under the circumstances to apprise the Class Members of the nature of the action, the claims it asserts, the Class definition, the Settlement terms, the right to appear through an attorney, the right to opt out of the Class or to comment on or object to the Settlement (and how to do so), and the binding effect of a final judgment upon Class Members who do not opt out.

72. Honorable José L. Linares

Demmick v. Cellco P'ship, (November 19, 2014)

No. 06-CV-2163 (D.N.J.):

The Court finds that the Parties’ plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden: (a) constitutes

the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

The Court further finds that the Parties' plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as to not be bound by the Settlement Agreement.

73. Honorable Christina A. Snyder

Roberts v. Electrolux Home Prod., Inc., (September 11, 2014)

No. 12-CV-01644 (C.D. Cal.):

Accordingly, the Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and California laws and due process. The Court finally approves the Notice Plan in all respects...Any objections to the notice provided to the Class are hereby overruled.

74. Judge Gregory A. Presnell

Poertner v. Gillette Co., (August 21, 2014)

No. 12-CV-00803 (M.D. Fla.):

This Court has again reviewed the Notice and the accompanying documents and finds that the "best practicable" notice was given to the Class and that the Notice was "reasonably calculated" to (a) describe the Action and the Plaintiff's and Class Members' rights in it; and (b) apprise interested parties of the pendency of the Action and of their right to have their objections to the Settlement heard. See Phillips Petroleum Co. v. Shutts, 472 U.S. 797, 810 (1985). This Court further finds that Class Members were given a reasonable opportunity to opt out of the Action and that

they were adequately represented by Plaintiff Joshua D. Poertner. See *Id.* The Court thus reaffirms its findings that the Notice given to the Class satisfies the requirements of due process and holds that it has personal jurisdiction over all Class Members.

75. Honorable Christina A. Snyder

Roberts v. Electrolux Home Prod., Inc., (May 5, 2014)

No. 12-CV-01644 (C.D. Cal.):

The Court finds that the Notice Plan set forth in the Settlement Agreement (§ V. of that Agreement) is the best notice practicable under the circumstances and constitutes sufficient notice to all persons entitled to notice. The Court further preliminarily finds that the Notice itself IS appropriate, and complies with Rules 23(b)(3), 23(c)(2)(B), and 23(e) because it describes in plain language (1) the nature of the action, (2) the definition of the Settlement Class and Subclasses, (3) the class claims, issues or defenses, (4) that a class member may enter an appearance through an attorney if the member so desires, (5) that the Court will exclude from the class any member who requests exclusion, (6) the time and manner for requesting exclusion, and (7) the binding effect of a judgment on Settlement Class Members under Rule 23(c)(3) and the terms of the releases. Accordingly, the Court approves the Notice Plan in all respects...

76. Honorable William E. Smith

Cappalli v. BJ's Wholesale Club, Inc., (December 12, 2013)

No. 10-CV-00407 (D.R.I.):

The Court finds that the form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of these proceedings of the proposed Settlement, and of the terms set forth in the Stipulation and first Joint Addendum, and the notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, Constitutional due process, and all other applicable laws.

77. Judge Gregory A. Presnell

Poertner v. Gillette Co., (November 5, 2013)

No. 12-CV-00803 (M.D. Fla.):

The Court finds that compliance with the Notice Plan is the best practicable notice under the circumstances and constitutes due and sufficient notice of this Order to all persons entitled thereto and is in full compliance with the requirements of Rule 23, applicable law, and due process.

78. Judge Marilyn L. Huff

Beck-Ellman v. Kaz USA, Inc., (June 11, 2013)

No. 10-cv-02134 (S.D. Cal.):

The Notice Plan has now been implemented in accordance with the Court's Preliminary Approval Order...The Notice Plan was specially developed to cause class members to see the Publication Notice or see an advertisement that directed them to the Settlement Website...The Court concludes that the Class Notice fully satisfied the requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure and all due process requirements.

79. Judge Tom A. Lucas

Stroud v. eMachines, Inc., (March 27, 2013)

No. CJ-2003-968 L (W.D. Okla.):

The Notices met the requirements of Okla. Stat. tit. 12 section 2023(C), due process, and any other applicable law; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto. All objections are stricken. Alternatively, considered on their merits, all objections are overruled.

80. Judge Marilyn L. Huff

Beck-Ellman v. Kaz USA, Inc., (January 7, 2013)

No. 10-cv-02134 (S.D. Cal.):

The proposed Class Notice, Publication Notice, and Settlement Website are reasonably calculated to inform potential Class members of the Settlement, and are the best practicable methods under the circumstances... Notice is written in easy and clear language, and provides all needed information, including: (1) basic information about the lawsuit; (2) a description of the benefits provided by the settlement; (3) an explanation of how Class members can obtain Settlement benefits; (4) an explanation of how Class members can exercise their rights to opt-out or object; (5) an explanation that any claims against Kaz that could have been litigated in this action will be released if the Class member does not opt out; (6) the names of Class Counsel and information regarding attorneys' fees; (7) the fairness hearing date and procedure for appearing; and (8) the Settlement Website and a toll free number where additional information, including Spanish translations of all forms, can be obtained. After review of the proposed notice and Settlement Agreement, the Court concludes that the Publication Notice and Settlement Website are adequate and sufficient to inform the class members of their rights. Accordingly, the Court approves the form and manner of giving notice of the proposed settlement.

81. Judge Tom A. Lucas

Stroud v. eMachines, Inc., (December 21, 2012)

No. CJ-2003-968 L (W.D. Okla.):

The Plan of Notice in the Settlement Agreement as well as the content of the Claim Form, Class Notice, Post-Card Notice, and Summary Notice of Settlement is hereby approved in all respects. The Court finds that the Plan of Notice and the contents of the Class Notice, Post-Card Notice and Summary Notice of Settlement and the manner of their dissemination described in the Settlement Agreement is the best practicable notice under the circumstances and is reasonably calculated, under the circumstances, to apprise Putative Class Members of the pendency of this action, the terms of the Settlement Agreement, and their right to object to the Settlement Agreement or exclude themselves from the Certified Settlement Class and, therefore,

the Plan of Notice, the Class Notice, Post-Card Notice and Summary Notice of Settlement are approved in all respects. The Court further finds that the Class Notice, Post-Card Notice and Summary Notice of Settlement are reasonable, that they constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and that they meet the requirements of due process.

82. Honorable Michael M. Anello

Shames v. Hertz Corp., (November 5, 2012)

No. 07-cv-02174 (S.D. Cal.):

...the Court is satisfied that the parties and the class administrator made reasonable efforts to reach class members. Class members who did not receive individualized notice still had opportunity for notice by publication, email, or both...The Court is satisfied that the redundancies in the parties' class notice procedure—mailing, e-mailing, and publication—reasonably ensured the widest possible dissemination of the notice...The Court OVERRULES all objections to the class settlement...

83. Judge Ann D. Montgomery

In re Uponsor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (July 9, 2012)

No. 11-MD-2247 (D. Minn.):

The objections filed by class members are overruled; The notice provided to the class was reasonably calculated under the circumstances to apprise class members of the pendency of this action, the terms of the Settlement Agreement, and their right to object, opt out, and appear at the final fairness hearing;...

84. Judge Ann D. Montgomery

In re Uponsor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (June 29, 2012)

No. 11-MD-2247 (D. Minn.):

After the preliminary approval of the Settlement, the parties carried out the notice program, hiring an experienced consulting firm to design and implement the plan. The plan consisted of direct mail notices to known owners and warranty claimants of the RTI F1807 system, direct mail notices to potential holders of subrogation

interests through insurance company mailings, notice publications in leading consumer magazines which target home and property owners, and earned media efforts through national press releases and the Settlement website. The plan was intended to, and did in fact, reach a minimum of 70% of potential class members, on average more than two notices each...The California Objectors also take umbrage with the notice provided the class. Specifically, they argue that the class notice fails to advise class members of the true nature of the aforementioned release. This argument does not float, given that the release is clearly set forth in the Settlement and the published notices satisfy the requirements of Rule 23(c)(2)(B) by providing information regarding: (1) the nature of the action class membership; (2) class claims, issues, and defenses; (3) the ability to enter an appearance through an attorney; (4) the procedure and ability to opt-out or object; (5) the process and instructions to make a claim; (6) the binding effect of the class judgment; and (7) the specifics of the final fairness hearing.

85. Honorable Michael M. Anello

Shames v. Hertz Corp., (May 22, 2012)

No. 07-cv-02174 (S.D. Cal.):

The Court approves, as to form and content, the Notice of Proposed Settlement of Class Action, substantially in the forms of Exhibits A-1 through A-6, as appropriate, (individually or collectively, the “Notice”), and finds that the e-mailing or mailing and distribution of the Notice and publishing of the Notice substantially in the manner and form set forth in ¶ 7 of this Order meet the requirements of Federal Rule of Civil Procedure 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

86. Judge Ann D. Montgomery

In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (January 18, 2012)

No. 11-MD-2247 (D. Minn.):

The Notice Plan detailed in the Affidavit of Gina M. Intrepido-Bowden provides the best notice practicable under the circumstances and constitutes due and sufficient notice of the Settlement Agreement and the Final Fairness Hearing to the Classes

and all persons entitled to receive such notice as potential members of the Class... The Notice Plan's multi-faceted approach to providing notice to Class Members whose identity is not known to the Settling Parties constitutes 'the best notice that is practicable under the circumstances' consistent with Rule 23(c)(2)(B)...Notice to Class members must clearly and concisely state the nature of the lawsuit and its claims and defenses, the Class certified, the Class member's right to appear through an attorney or opt out of the Class, the time and manner for opting out, and the binding effect of a class judgment on members of the Class. Fed. R. Civ. P. 23(c)(2)(B). Compliance with Rule 23's notice requirements also complies with Due Process requirements. 'The combination of reasonable notice, the opportunity to be heard, and the opportunity to withdraw from the class satisfy due process requirements of the Fifth Amendment.' *Prudential*, 148 F.3d at 306. The proposed notices in the present case meet those requirements.

87. Judge Jeffrey Goering

***Molina v. Intrust Bank, N.A.*, (January 17, 2012)**

No. 10-CV-3686 (Ks. 18th J.D. Ct.):

The Court approved the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Kansas law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

88. Judge Charles E. Atwell

***Allen v. UMB Bank, N.A.*, (October 31, 2011)**

No. 1016-CV34791 (Mo. Cir. Ct.):

The form, content, and method of dissemination of Class Notice given to the Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 52.08 of the Missouri Rules of Civil Procedure and due process.

89. Judge Charles E. Atwell

Allen v. UMB Bank, N.A., (June 27, 2011)

No. 1016-CV34791 (Mo. Cir. Ct.):

The Court approves the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Missouri law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

90. Judge Jeremy Fogel

Ko v. Natura Pet Prod., Inc., (June 24, 2011)

No. 09cv2619 (N.D. Cal.):

The Court approves, as to form and content, the Long Form Notice of Pendency and Settlement of Class Action (“Long Form Notice”), and the Summary Notice attached as Exhibits to the Settlement Agreement, and finds that the e-mailing of the Summary Notice, and posting on the dedicated internet website of the Long Form Notice, mailing of the Summary Notice post-card, and newspaper and magazine publication of the Summary Notice substantially in the manner as set forth in this Order meets the requirements of Rule 23 of the Federal Rules of Civil Procedure, and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled to notice.

91. Judge M. Joseph Tiemann

Billieson v. City of New Orleans, (May 27, 2011)

No. 94-19231 (La. Civ. Dist. Ct.):

The plan to disseminate notice for the Insurance Settlements (the “Insurance Settlements Notice Plan”) which was designed at the request of Class Counsel by experienced Notice Professionals Gina Intrepido-Bowden... IT IS ORDERED as follows: 1. The Insurance Settlements Notice Plan is hereby approved and shall be executed by the Notice Administrator; 2. The Insurance Settlements Notice Documents, substantially in the form included in the Insurance Settlements Notice Plan, are hereby approved.

92. Judge James Robertson

In re Dep't of Veterans Affairs (VA) Data Theft Litig., (February 11, 2009)

MDL No. 1796 (D.D.C.):

The Court approves the proposed method of dissemination of notice set forth in the Notice Plan, Exhibit 1 to the Settlement Agreement. The Notice Plan meets the requirements of due process and is the best notice practicable under the circumstances. This method of Class Action Settlement notice dissemination is hereby approved by the Court.

93. Judge Louis J. Farina

Soders v. Gen. Motors Corp., (December 19, 2008)

No. CI-00-04255 (C.P. Pa.):

The Court has considered the proposed forms of Notice to Class members of the settlement and the plan for disseminating Notice, and finds that the form and manner of notice proposed by the parties and approved herein meet the requirements of due process, are the best notice practicable under the circumstances, and constitute sufficient notice to all persons entitled to notice.

94. Judge Robert W. Gettleman

In re Trans Union Corp., (September 17, 2008)

MDL No. 1350 (N.D. Ill.):

The Court finds that the dissemination of the Class Notice under the terms and in the format provided for in its Preliminary Approval Order constitutes the best notice practicable under the circumstances, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of the Federal Rules of Civil Procedure, the requirements of due process under the Constitution of the United States, and any other applicable law...Accordingly, all objections are hereby OVERRULED.

95. Judge William G. Young

In re TJX Cos. Retail Security Breach Litig., (September 2, 2008)

MDL No. 1838 (D. Mass.):

...as attested in the Affidavit of Gina M. Intrepido...The form, content, and method of dissemination of notice provided to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said Notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

96. Judge David De Alba

Ford Explorer Cases, (May 29, 2008)

JCCP Nos. 4226 & 4270 (Cal. Super. Ct.):

[T]he Court is satisfied that the notice plan, design, implementation, costs, reach, were all reasonable, and has no reservations about the notice to those in this state and those in other states as well, including Texas, Connecticut, and Illinois; that the plan that was approved -- submitted and approved, comports with the fundamentals of due process as described in the case law that was offered by counsel.

III.

SPEAKING ENGAGEMENTS

1. **'Marching to Their Own Drumbeat.' What Lawyers Don't Understand About Notice and Claims Administration**, AMERICAN BAR ASSOCIATION, American Bar Association's (ABA) 23rd Annual National Institute on Class Actions, panelist (October 2019).
2. **Rule 23 Amendments and Digital Notice Ethics, accredited CLE Program**, presenter at Terrell Marshall Law Group PLLC, Seattle, WA (June 2019); Severson & Werson, San Francisco, CA and broadcast to office in Irvine (June 2019); Greenberg Traurig, LLP, Los Angeles, CA (May 2019); Chicago Bar Association, Chicago, IL (January 2019); Sidley Austin LLP, Century City, CA and broadcast to offices in Los Angeles, San Francisco, New York, Chicago, Washington D.C. (January 2019); Burns Charest LLP, Dallas, TX (November 2018); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (October 2018); Zimmerman Reed LLP, Minneapolis, MN (October 2018); Gustafson Gluek PLLC, Minneapolis, MN (October 2018).
3. **Ethics in Legal Notification, accredited CLE Program**, presenter at Kessler Topaz Meltzer & Check LLP, Radnor, PA (September 2015); The St. Regis Resort, Deer Valley, UT (March 2014); and Morgan Lewis & Bockius, New York, NY (December 2012).
4. **Pitfalls of Class Action Notice and Settlement Administration, accredited CLE Program**, PRACTISING LAW INSTITUTE (PLI), Class Action Litigation 2013, presenter/panelist (July 2013).
5. **The Fundamentals of Settlement Administration, accredited CLE Program**, presenter at Skadden, Arps, Slate, Meagher & Flom LLP, Chicago, IL (January 2013); Wexler Wallace LLP, Chicago, IL (January 2013); Hinshaw & Culbertson LLP, Chicago, IL (October 2012); and Spector Roseman Kodroff & Willis, P.C., Philadelphia, PA (December 2011).
6. **Class Action Settlement Administration Tips & Pitfalls on the Path to Approval, accredited CLE Program**, presenter at Jenner & Block, Chicago, IL and broadcast to offices in Washington DC, New York and California (October 2012).
7. **Reaching Class Members & Driving Take Rates**, CONSUMER ATTORNEYS OF SAN DIEGO, 4th Annual Class Action Symposium, presenter/panelist (October 2011).

8. **Legal Notice Ethics, accredited CLE Program**, presenter at Heins Mills & Olson, P.L.C., Minneapolis, MN (January 2011); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (January 2011); Chestnut Cambronne, Minneapolis, MN (January 2011); Berger & Montague, P.C., Anapol Schwartz, Philadelphia, PA (October 2010); Lundy Law, Philadelphia, PA (October 2010); Dechert LLP, Philadelphia, PA and broadcast to offices in California, New Jersey, New York, North Carolina, Texas, Washington D.C., and London and sent via video to their office in China (October 2010); Miller Law LLC, Chicago, IL (May 2010); Cohen Milstein Sellers & Toll PLLC, New York, NY (May 2010); and Milberg LLP, New York, NY (May 2010).
9. **Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice, accredited CLE Program**, presenter, Kansas Bar Association (March 2009).

IV.

ARTICLES

1. Gina M. Intrepido-Bowden, *Time to Allow More Streamlined Class Action Notice Formats - Adapting Short Form Notice Requirements to Accommodate Today's Fast Paced Society*, LAW360 (2021).
2. Todd B. Hilsee, Gina M. Intrepido & Shannon R. Wheatman, *Hurricanes, Mobility and Due Process: The "Desire-to-Inform" Requirement for Effective Class Action Notice Is Highlighted by Katrina*, 80 TULANE LAW REV. 1771 (2006); reprinted in course materials for: CENTER FOR LEGAL EDUCATION INTERNATIONAL, *Class Actions: Prosecuting and Defending Complex Litigation* (2007); AMERICAN BAR ASSOCIATION, *10th Annual National Institute on Class Actions* (2006); NATIONAL BUSINESS INSTITUTE, *Class Action Update: Today's Trends & Strategies for Success* (2006).
3. Gina M. Intrepido, *Notice Experts May Help Resolve CAFA Removal Issues, Notification to Officials*, 6 CLASS ACTION LITIG. REP. 759 (2005).
4. Todd B. Hilsee, Shannon R. Wheatman, & Gina M. Intrepido, *Do You Really Want Me to Know My Rights? The Ethics Behind Due Process in Class Action Notice Is More Than Just Plain Language: A Desire to Actually Inform*, 18 GEORGETOWN JOURNAL LEGAL ETHICS 1359 (2005).

V

CASE EXPERIENCE

Ms. Intrepido-Bowden has been involved in the design and implementation of hundreds of notice programs throughout her career. A partial listing of her case work is provided below.

CASE NAME	CASE NUMBER	LOCATION
<i>A.B. v. Regents of the Univ. of California</i>	20-cv-09555-RGK-E	C.D. Cal.
<i>Abante Rooter & Plumbing, Inc. v. New York Life Ins. Co.</i>	16-cv-03588	S.D.N.Y.
<i>Advance Trust & Life Escrow Serv. LTA, v. N. Am. Co. for Life and Health Ins.</i>	18-CV-00368	S.D. Iowa
<i>Advance Trust & Life Escrow Serv., LTA v. ReliaStar Life Ins. Co.</i>	18-cv-2863-DWF-ECW	D. Minn.
<i>Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.</i>	18-cv-01897-DDD-NYW	D. Colo.
<i>Ahmed v. HSBC Bank USA, NA</i>	15-cv-2057-FMO-SPx	N.D. Ill.
<i>Allen v. UMB Bank, N.A.</i>	1016-CV34791	Mo. Cir. Ct.
<i>Anderson v. Canada (Phase I)</i>	2008NLTD166	NL Sup. Ct.
<i>Anderson v. Canada (Phase II)</i>	2007 01T4955CP	NL Sup. Ct.
<i>Andrews v. Plains All Am. Pipeline, L.P.</i>	15-cv-04113-PSG-JEM	C.D. Cal.
<i>Angel v. U.S. Tire Recovery</i>	06-C-855	W. Va. Cir. Ct.
<i>Baiz v. Mountain View Cemetery</i>	809869-2	Cal. Super. Ct.
<i>Baker v. Jewel Food Stores, Inc. & Dominick's Finer Foods, Inc.</i>	00-L-9664	Ill. Cir. Ct.
<i>Barba v. Shire U.S., Inc.</i>	13-cv-21158	S.D. Fla.
<i>Beck-Ellman v. Kaz USA Inc.</i>	10-cv-2134	S.D. Cal.
<i>Beringer v. Certegy Check Serv., Inc.</i>	07-cv-1657-T-23TGW	M.D. Fla.
<i>Bibb v. Monsanto Co. (Nitro)</i>	041465	W. Va. Cir. Ct.
<i>Billieson v. City of New Orleans</i>	94-19231	La. Civ. Dist. Ct.
<i>Bland v. Premier Nutrition Corp.</i>	RG19-002714	Cal. Super. Ct.
<i>Boskie v. Backgroundchecks.com</i>	2019CP3200824	S.C. C.P.
<i>Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co.</i>	20-cv-240-DJN	E.D. Va.

CASE NAME	CASE NUMBER	LOCATION
<i>Brookshire Bros. v. Chiquita</i>	05-CIV-21962	S.D. Fla.
<i>Brown v. Am. Tobacco</i>	J.C.C.P. 4042 No. 711400	Cal. Super. Ct.
<i>Bruzek v. Husky Oil Operations Ltd.</i>	18-cv-00697	W.D. Wis.
<i>Campos v. Calumet Transload R.R., LLC</i>	13-cv-08376	N.D. Ill.
<i>Cappalli v. BJ's Wholesale Club, Inc.</i>	10-cv-00407	D.R.I.
<i>Carter v. Monsanto Co. (Nitro)</i>	00-C-300	W. Va. Cir. Ct.
<i>Chambers v. Whirlpool Corp.</i>	11-cv-01733	C.D. Cal.
<i>Cobb v. BSH Home Appliances Corp.</i>	10-cv-00711	C.D. Cal.
<i>Davis v. Am. Home Prods. Corp.</i>	94-11684	La. Civ. Dist. Ct., Div. K
<i>DC 16 v. Sutter Health</i>	RG15753647	Cal. Super. Ct.
<i>Defrates v. Hollywood Ent. Corp.</i>	02L707	Ill. Cir. Ct.
<i>de Lacour v. Colgate-Palmolive Co.</i>	16-cv-8364-KW	S.D.N.Y.
<i>Demereckis v. BSH Home Appliances Corp.</i>	8:10-cv-00711	C.D. Cal.
<i>Demmick v. Cellco P'ship</i>	06-cv-2163	D.N.J.
<i>Desportes v. Am. Gen. Assurance Co.</i>	SU-04-CV-3637	Ga. Super. Ct.
<i>Dolen v. ABN AMRO Bank N.V.</i>	01-L-454 & 01-L-493	Ill. Cir. Ct.
<i>Donnelly v. United Tech. Corp.</i>	06-CV-320045CP	Ont. S.C.J.
<i>Eck v. City of Los Angeles</i>	BC577028	Cal. Super. Ct.
<i>Elec. Welfare Trust Fund v. United States</i>	19-353C	Fed. Cl.
<i>Engquist v. City of Los Angeles</i>	BC591331	Cal. Super. Ct.
<i>Ervin v. Movie Gallery Inc.</i>	CV-13007	Tenn. Ch. Fayette Co.
<i>First State Orthopaedics v. Concentra, Inc.</i>	05-CV-04951-AB	E.D. Pa.
<i>Fisher v. Virginia Electric & Power Co.</i>	02-CV-431	E.D. Va.
<i>Fishon v. Premier Nutrition Corp.</i>	16-CV-06980-RS	N.D. Cal.
<i>Flaum v. Doctor's Assoc., Inc. (d/b/a Subway)</i>	16-cv-61198	S.D. Fla.
<i>Fond du Lac Bumper Exch. Inc. v. Jui Li Enter. Co. Ltd. (Direct & Indirect Purchasers Classes)</i>	09-cv-00852	E.D. Wis.
<i>Ford Explorer Cases</i>	JCCP Nos. 4226 & 4270	Cal. Super. Ct.
<i>Friedman v. Microsoft Corp.</i>	2000-000722	Ariz. Super. Ct.
<i>FTC v. Reckitt Benckiser Grp. PLC</i>	19CV00028	W.D. Va.
<i>Gardner v. Stimson Lumber Co.</i>	00-2-17633-3SEA	Wash. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Gifford v. Pets Global, Inc.</i>	21-cv-02136-CJC-MRW	C.D. Cal.
<i>Gordon v. Microsoft Corp.</i>	00-5994	D. Minn.
<i>Grays Harbor v. Carrier Corp.</i>	05-05437-RBL	W.D. Wash.
<i>Griffin v. Dell Canada Inc.</i>	07-CV-325223D2	Ont. Super. Ct.
<i>Gunderson v. F.A. Richard & Assoc., Inc.</i>	2004-2417-D	La. 14 th Jud. Dist. Ct.
<i>Gupta v. Aeries Software, Inc.</i>	20-cv-00995	C.D. Cal.
<i>Gutierrez, Jr. v. Amplify Energy Corp.</i>	21-cv-01628-DOC-JDE	C.D. Cal.
<i>Hanks v. Lincoln Life & Annuity Co. of New York</i>	16-cv-6399 PKC	S.D.N.Y.
<i>Herrera v. Wells Fargo Bank, N.A.</i>	18-cv-00332-JVS-MRW	C.D. Cal.
<i>Hill-Green v. Experian Info. Solutions, Inc.</i>	19-cv-708-MHL	E.D. Va.
<i>Huntzinger v. Suunto Oy</i>	37-2018-00027159-CU-BT-CTL	Cal. Super. Ct.
<i>In re Anthem, Inc. Data Breach Litig.</i>	15-md-02617	N.D. Cal.
<i>In re Arizona Theranos, Inc. Litig.</i>	16-cv-2138-DGC	D. Ariz.
<i>In re Babcock & Wilcox Co.</i>	00-10992	E.D. La.
<i>In re Blue Cross Blue Shield Antitrust Litig.</i>	13-CV-20000-RDP	N.D. Ala.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re Countrywide Fin. Corp. Customer Data Sec. Breach</i>	MDL 08-md-1998	W.D. Ky.
<i>In re Farm-raised Salmon and Salmon Prod. Antitrust Litig.</i>	19-cv-21551-CMA	S.D. Fla.
<i>In re General Motors LLC Ignition Switch Litig. (economic settlement)</i>	2543 (MDL)	S.D.N.Y.
<i>In re High Sulfur Content Gasoline Prod. Liab.</i>	MDL No. 1632	E.D. La.
<i>In re Home Depot, Inc., Customer Data Sec. Breach Litig.</i>	14-md-02583	N.D. Ga.
<i>In re Hypodermic Prod. Antitrust Litig.</i>	05-cv-01602	D.N.J.
<i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i>	14-md-02542	S.D.N.Y.
<i>In re Lidoderm Antitrust Litig.</i>	14-md-02521	N.D. Cal.
<i>In re Lupron Mktg. & Sales Practices</i>	MDL No.1430	D. Mass.
<i>In re Mercedes-Benz Emissions Litig.</i>	16-cv-881 (KM) (ESK)	D.N.J.
<i>In re Monitronics Int'l, Inc., TCPA Litig.</i>	11-cv-00090	N.D. W.Va.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Packaged Seafood Prods. Antitrust Litig. (DPP and EPP Class)</i>	15-md-02670	S.D. Cal.
<i>In re Parmalat Sec.</i>	04-md-01653 (LAK)	S.D.N.Y.
<i>In re Residential Schools Litig.</i>	00-CV-192059 CPA	Ont. Super. Ct.
<i>In re Resistors Antitrust Litig.</i>	15-cv-03820-JD	N.D. Cal.
<i>In re Royal Ahold Sec. & "ERISA"</i>	03-md-01539	D. Md.
<i>In re Rust-Oleum Restore Mktg. Sales Practices & Prod. Liab. Litig.</i>	15-cv01364	N.D. Ill.
<i>In re Sears, Roebuck & Co. Front-Loading Washer Prod. Liab. Litig.</i>	06-cv-07023	N.D. Ill.
<i>In re Serzone Prod. Liab.</i>	02-md-1477	S.D. W. Va.
<i>In re Skelaxin (Metaxalone) Antitrust Litig.</i>	12-cv-194	E.D. Ten.
<i>In re Solodyn (Minocycline Hydrochloride) Antitrust Litig. (Direct Purchaser Class)</i>	14-md-2503	D. Mass.
<i>In re: Subaru Battery Drain Prods. Liab. Litig.</i>	20-cv-03095-JHR-MJS	D.N.J.
<i>In re TJX Cos. Retail Sec. Breach Litig.</i>	MDL No. 1838	D. Mass.
<i>In re Trans Union Corp. Privacy Litig.</i>	MDL No. 1350	N.D. Ill.
<i>In re TransUnion Rental Screening Sol. Inc. FCRA Litig.</i>	20-md-02933-JPB	N.D. Ga.
<i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i>	2247	D. Minn.
<i>In re U.S. Dep't of Veterans Affairs Data Theft Litig.</i>	MDL 1796	D.D.C.
<i>In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab. Litig.</i>	MDL 2672 CRB	N.D. Cal.
<i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i>	MDL 08-1958	D. Minn.
<i>In the Matter of GTV Media Grp. Inc.</i>	3-20537	SEC
<i>James v. PacifiCorp.</i>	20cv33885	Or. Cir. Ct.
<i>Johnson v. Yahoo! Inc.</i>	14-cv02028	N.D. Ill.
<i>Kearney v. Equilon Enter. LLC</i>	14-cv-00254	D. Ore.
<i>Ko v. Natura Pet Prod., Inc.</i>	09cv02619	N.D. Cal.
<i>Langan v. Johnson & Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Lavinsky v. City of Los Angeles</i>	BC542245	Cal. Super. Ct.
<i>Lee v. Stonebridge Life Ins. Co.</i>	11-cv-00043	N.D. Cal.
<i>Leonard v. John Hancock Life Ins. Co. of NY</i>	18-CV-04994	S.D.N.Y.

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<i>Lee v. Stonebridge Life Ins. Co.</i>	11-cv-00043	N.D. Cal.
<i>Leonard v. John Hancock Life Ins. Co. of NY</i>	18-CV-04994	S.D.N.Y.
<i>Lerma v. Schiff Nutrition Int'l, Inc.</i>	11-cv-01056	S.D. Cal.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Lockwood v. Certegy Check Serv., Inc.</i>	07-CV-587-FtM-29-DNF	M.D. Fla.
<i>Luster v. Wells Fargo Dealer Serv., Inc.</i>	15-cv-01058	N.D. Ga.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Markson v. CRST Int'l, Inc.</i>	17-cv-01261-SB (SPx)	C.D. Cal.
<i>Martinelli v. Johnson & Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCall v. Hercules Corp.</i>	66810/2021	N.Y. Super. Ct.
<i>McCrary v. Elations Co., LLC</i>	13-cv-00242	C.D. Cal.
<i>Microsoft I-V Cases</i>	J.C.C.P. No. 4106	Cal. Super. Ct.
<i>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 th Jud. Dist. Ct.
<i>Morrow v. Conoco Inc.</i>	2002-3860	La. Dist. Ct.
<i>Mullins v. Direct Digital LLC.</i>	13-cv-01829	N.D. Ill.
<i>Myers v. Rite Aid of PA, Inc.</i>	01-2771	Pa. C.P.
<i>Naef v. Masonite Corp.</i>	CV-94-4033	Ala. Cir. Ct.
<i>Nature Guard Cement Roofing Shingles Cases</i>	J.C.C.P. No. 4215	Cal. Super. Ct.
<i>Nichols v. SmithKline Beecham Corp.</i>	00-6222	E.D. Pa.
<i>Nishimura v Gentry Homes, LTD.</i>	11-11-1-1522-07-RAN	Haw. Cir. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.

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<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Lockwood v. Certegy Check Serv., Inc.</i>	07-CV-587-FtM-29-DNF	M.D. Fla.
<i>LSIMC, LLC v. Am. Gen. Life Ins. Co.</i>	20-cv-11518	C.D. Cal.
<i>Luster v. Wells Fargo Dealer Serv., Inc.</i>	15-cv-01058	N.D. Ga.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Markson v. CRST Int'l, Inc.</i>	17-cv-01261-SB (SPx)	C.D. Cal.
<i>Martinelli v. Johnson & Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCall v. Hercules Corp.</i>	66810/2021	N.Y. Super. Ct.
<i>McCrary v. Elations Co., LLC</i>	13-cv-00242	C.D. Cal.
<i>Microsoft I-V Cases</i>	J.C.C.P. No. 4106	Cal. Super. Ct.
<i>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 th Jud. Dist. Ct.
<i>Morrow v. Conoco Inc.</i>	2002-3860	La. Dist. Ct.
<i>Mullins v. Direct Digital LLC.</i>	13-cv-01829	N.D. Ill.
<i>Myers v. Rite Aid of PA, Inc.</i>	01-2771	Pa. C.P.
<i>Naef v. Masonite Corp.</i>	CV-94-4033	Ala. Cir. Ct.
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<i>Nishimura v Gentry Homes, LTD.</i>	11-11-1-1522-07-RAN	Haw. Cir. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.
<i>Palace v. DaimlerChrysler</i>	01-CH-13168	Ill. Cir. Ct.
<i>Peek v. Microsoft Corp.</i>	CV-2006-2612	Ark. Cir. Ct.
<i>Plubell v. Merck & Co., Inc.</i>	04CV235817-01	Mo. Cir. Ct.
<i>Podawiltz v. Swisher Int'l, Inc.</i>	16CV27621	Or. Cir. Ct.
<i>Poertner v. Gillette Co.</i>	12-cv-00803	M.D. Fla.
<i>Prather v. Wells Fargo Bank, N.A.</i>	15-cv-04231	N.D. Ga.
<i>Q+ Food, LLC v. Mitsubishi Fuso Truck of Am., Inc.</i>	14-cv-06046	D.N.J.
<i>Richison v. Am. Cemwood Corp.</i>	005532	Cal. Super. Ct.
<i>Rick Nelson Co. v. Sony Music Ent.</i>	18-cv-08791	S.D.N.Y.
<i>Roberts v. Electrolux Home Prod., Inc.</i>	12-cv-01644	C.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>Russell v. Kohl's Dep't Stores, Inc.</i>	15-cv-01143	C.D. Cal.
<i>Sandoval v. Merlex Stucco Inc.</i>	BC619322	Cal. Super. Ct.
<i>Scott v. Blockbuster, Inc.</i>	D 162-535	136 th Tex. Jud. Dist.
<i>Senne v Office of the Comm'r of Baseball</i>	14-cv-00608-JCS	N.D. Cal.
<i>Shames v. Hertz Corp.</i>	07cv2174-MMA	S.D. Cal.
<i>Sidibe v. Sutter Health</i>	12-cv-4854-LB	N.D. Cal.
<i>Staats v. City of Palo Alto</i>	2015-1-CV-284956	Cal. Super. Ct.
<i>Soders v. Gen. Motors Corp.</i>	CI-00-04255	Pa. C.P.
<i>Sonner v. Schwabe North America, Inc.</i>	15-cv-01358 VAP (SPx)	C.D. Cal.
<i>Stroud v. eMachines, Inc.</i>	CJ-2003-968-L	W.D. Okla.
<i>Swetz v. GSK Consumer Health, Inc.</i>	20-cv-04731	S.D.N.Y.
<i>Talalai v. Cooper Tire & Rubber Co.</i>	MID-L-8839-00 MT	N.J. Super. Ct.
<i>Tech. Training Assoc. v. Buccaneers Ltd. P'ship</i>	16-cv-01622	M.D. Fla.
<i>Thibodeaux v. Conoco Philips Co.</i>	2003-481	La. 4 th Jud. Dist. Ct.
<i>Thomas v. Lennox Indus. Inc.</i>	13-cv-07747	N.D. Ill.
<i>Thompson v. Metropolitan Life Ins. Co.</i>	00-CIV-5071 HB	S.D. N.Y.
<i>Turner v. Murphy Oil USA, Inc.</i>	05-CV-04206-EEF-JCW	E.D. La.
<i>USC Student Health Ctr. Settlement</i>	18-cv-04258-SVW	C.D. Cal.
<i>Walker v. Rite Aid of PA, Inc.</i>	99-6210	Pa. C.P.
<i>Wells v. Abbott Lab., Inc. (AdvantEdge/ Myoplex nutrition bars)</i>	BC389753	Cal. Super. Ct.
<i>Wener v. United Tech. Corp.</i>	500-06-000425-088	QC. Super. Ct.
<i>West v. G&H Seed Co.</i>	99-C-4984-A	La. 27 th Jud. Dist. Ct.
<i>Williams v. Weyerhaeuser Co.</i>	CV-995787	Cal. Super. Ct.
<i>Yamagata v. Reckitt Benckiser, LLC</i>	17-cv-03529-CV	N.D.Cal.
<i>Zarebski v. Hartford Ins. Co. of the Midwest</i>	CV-2006-409-3	Ark. Cir. Ct.

EXHIBIT B

From: [info@X.com]

To: [Class Member email address]

Subject: Legal Notice: GM Fuel Pump Settlement Notice – You May Be Entitled to Cash Payment

NOTICE OF CLASS ACTION SETTLEMENT

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

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

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

YOUR VIN:	YOUR UNIQUE ID:	YOUR PIN:
XXXXXXXXXXXXXXXXXX	<<Unique_ID>>	XXXXXXXX

Dear [Class Member Name],

You are receiving this Notice because General Motors LLC's ("GM") records indicate you may be a Class Member in a proposed class action lawsuit called *Chapman, et al. v. General Motors LLC*, No. 2:19-cv-12333-TGB-DRG in the United States District Court for the Eastern District of Michigan. This Notice summarizes your rights and options. More details are available at www.GMFuelPumpLitigation.com.

What is this about?

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

Who is included?

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

What does the Settlement provide?

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

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

How do I get a cash payment?

To get a cash payment, file a claim online by clicking the link below or going to www.GMFuelPumpLitigation.com. You can also download a copy of the Claim Form or request one by calling 1-866-848-0815 or emailing info@GMFuelPumpLitigation.com. The deadline to file Claim Forms and supporting documents is **Month x, 2024.**

FILE A CLAIM

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

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

Your other options.

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

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

What happens next?

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

Questions?

For more information, including the Settlement Agreement and a Detailed Notice that summarizes the terms of the Settlement, visit www.GMFuelPumpLitigation.com. For questions, you can email the Settlement Administrator at info@GMFuelPumpLitigation.com, call toll-free 1-866-848-0815, or write GM Fuel Pump Settlement, c/o JND Legal Administration, P.O. Box 91445, Seattle, WA 98111. You can also access the Court's publicly available legal files at the U.S. District Court for the Eastern District of Michigan in Detroit, Michigan.

Please do not contact the Court or GM regarding this Notice.

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