

## 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 September 13, 2024. 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 on or after the date of Final Approval 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:**

|  |   |
|--|---|
| <b>FILE A CLAIM FOR A CASH PAYMENT BASED ON PAST REPAIRS</b> | Submit a claim to receive a cash payment if you paid for CP4 fuel pump repairs. The deadline to submit a claim is six months after Final Approval, which could be as early as <b>July 21, 2025</b> .  |
| <b>FILE A CLAIM FOR A CASH PAYMENT AS A FORMER OWNER</b>     | 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 before Final Approval. The deadline to submit a claim is six months after Final Approval, which could be as early as <b>July 21, 2025</b> .   |
| <b>CASH BACK FOR FUTURE REPAIRS</b>                          | If you pay for a CP4 fuel pump repair on or after the date of Final Approval, <b>YOU STILL MAY GET A PAYMENT</b> 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. The earliest the Court might issue Final Approval is at the Final Approval Hearing on January 21, 2025. |
| <b>GET OUT OF THIS SETTLEMENT</b>                            | 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 <b>December 12, 2024</b> .  |
| <b>OBJECT</b>  | Write to the Court about why you don't like the Settlement. The deadline to object is <b>December 12, 2024</b> .  |
| <b>GO TO A HEARING</b>                                       | Ask to speak in Court about the fairness of the Settlement. The deadline to submit a notice of intention to appear is <b>December 12, 2024</b> .  |

Questions? Visit [www.GMFuelPumpLitigation.com](http://www.GMFuelPumpLitigation.com) or call 1-866-848-0815

- 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.

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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 September 13, 2024. 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](http://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 9* 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 9* 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 on or after Final Approval. 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). We do not yet know when the 12-month future warranty period will begin because the Court has not yet issued Final Approval. The earliest the Court might issue Final Approval is at the Final Approval Hearing on January 21, 2025. **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 9* for **estimated payment amounts**. See *Question 7* to learn more about **how to claim a cash payment**. See *Question 12* 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 the date of Final Approval, 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 9* 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, described below in Question 8, 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 six months after Final Approval, which could be as early as **July 21, 2025**. Check [www.GMFuelPumpLitigation.com](http://www.GMFuelPumpLitigation.com) regularly for updates. 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. Do I have to send proof with my claim form?**

**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 before the date of Final Approval, you do *not* need to submit proof of repair, but you are required to submit proof of sale. More details are provided below.

**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 September 13, 2024, 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.

**Former Owner Proof of Sale:** If you sold the truck before the date of Final Approval 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.

**Proof of Repair:** If you paid out of pocket for a CP4 repair before the date of Final Approval, you must submit proof of the repair that includes your name, the Vehicle Identification Number (VIN), and clearly identifies the covered parts that were repaired or replaced. This could take the form of a repair order, invoice, or other documents from the shop that completed the repair. If you no longer have your CP4 repair records, you must send both of the following: (a) proof of payment for the CP4 repair, such as a copy of a banking or credit card statement that clearly identifies your CP4 repair costs; and (b) a completed Declaration Form. The Declaration Form is included with the Claim Form.

## 9. How much money will I receive?

Different payments are available depending on whether you paid for a CP4 repair before Final Approval 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.

## 10. 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](http://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 January 21, 2025.

## 11. 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 on or after the date of

Final Approval 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. We do not yet know when the 12-month future warranty period will begin because the Court has not yet issued Final Approval. The earliest the Court might issue Final Approval is at the Final Approval Hearing on January 21, 2025. The Settlement Website will be updated when the Final Approval Order is issued.

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](http://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](http://www.GMFuelPumpLitigation.com).

## **12. How do I get 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 on or after the date of Final Approval at a GM-authorized dealership as described above in Question 11. Then you can complete the “Reimbursement Request Form,” available at [www.GMFuelPumpLitigation.com](http://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. We do not yet know when the 12-month future warranty period will begin because the Court has not yet issued Final Approval. The earliest the Court might issue Final Approval is at the Final Approval Hearing on January 21, 2025. 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](mailto: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.

## **13. 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.

## **14. 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 11.

**15. 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.

**16. 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 20, with any questions you may have.

**I WANT OUT—EXCLUDING YOURSELF FROM THE SETTLEMENT**

**17. 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 December 12, 2024 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.**

**18. 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.

**19. 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**

**20. 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 48307

**21. 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 November 28, 2024, and that document will be available at [www.GMFuelPumpLitigation.com](http://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 23. Any attorney fee award is ultimately determined by the Court. Please check [www.GMFuelPumpLitigation.com](http://www.GMFuelPumpLitigation.com) regularly for updates on the request for attorneys' fees and expenses.

**22. Will the Settlement Class Representatives receive service payments?**

Class Counsel will also ask 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 \$35,000,000 fund for Class Member payments.



## OBJECTING TO THE SETTLEMENT

### **23. 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](mailto: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 **December 12, 2024**:

GM Fuel Pump Settlement  
c/o JND Legal Administration  
PO Box 91445  
Seattle, WA 98111  
[info@GMFuelPumpLitigation.com](mailto:info@GMFuelPumpLitigation.com)

### **24. 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

### **25. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at 2:00 p.m. on January 21, 2025, 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.

**26. 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.

**27. 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 20 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 December 12, 2024, or it will not be considered, and you will not be allowed to speak at the hearing.

**IF YOU DO NOTHING**

**28. 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.

**29. 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**

**30. 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](http://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](http://www.GMFuelPumpLitigation.com).

**DO NOT CONTACT THE COURT OR GM REGARDING THIS NOTICE.**

**Date: September 13, 2024**