

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

*In re Chevrolet Bolt EV Battery  
Litigation*

Case No. 2:20-13256-TGB-CI

Honorable Terrence G. Berg

**PLAINTIFFS' UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND  
APPOINTMENT OF CO-LEAD CLASS COUNSEL**

Plaintiffs Robin Altobelli, F. Dayle Andersen, Bruce James Cannon, Mary Carr and Jan G. Wyers, Yohanes Chitra, Christine Chung, Daniel Corry, John DeRosa, William Dornetto and Russell Ives, Kevin Harris and Pamela Duprez, Michael Hickey, Michael and Denise Holbrook, Fred Kass, James Kotchmar, Robert Kuchar, Joseph Poletti, Edward and Janet Rock, Evi Schulz, Michael Smith, Ashley Strong, Alucard Taylor, Jason Vaaler, Tony Verzura, Shawn Walker, and Thomas and Carol Whittaker (collectively, "Plaintiffs"), by and through their attorneys, respectfully move the Court for an Order:

1. Granting preliminary approval of the proposed Class Action Settlement ("Settlement" or "Settlement Agreement");<sup>1</sup>

---

<sup>1</sup> Plaintiffs have agreed to the Settlement. In the interest of expediency, the Settlement Parties have agreed that Plaintiffs' signatures need not be included in the

2. Preliminarily certifying, for settlement purposes only, and pursuant to the terms of the Settlement Agreement, the proposed Settlement Class for the purposes of providing notice to the members of the proposed Settlement Class, approving the form and content of, and directing the distribution of the proposed Class Notice, attached to the Settlement Agreement as Exhibits 1-3;

3. Authorizing and directing the Parties to retain KCC, LLC (“KCC”) as the Settlement Administrator and approving the form and content of, and directing the distribution of, the proposed Class Notice and accompanying Claim Form;

4. Appointing The Miller Law Firm, PC and Keller Rohrback LLP as Co-Lead Class Counsel and McCune Wright Arevalo, LLP, Fine, Kaplan and Black, RPC, Migliaccio & Rathod LLP, Law Offices of Todd M. Friedman, PC, and Chimicles Schwartz Kriner & Donaldson-Smith LLP as Plaintiffs’ Steering Committee Counsel; and

5. Scheduling a date for the Final Approval Hearing not earlier than one hundred and eighty (180) days after Preliminary Approval is granted.

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

---

Settlement Agreement at this time, but that their signatures will be included when Plaintiffs seek final approval of the Settlement. Instead, Interim Co-Lead Class Counsel have signed the Settlement Agreement on Plaintiffs’ behalf.

In accordance with E.D. Mich. LR 7.1(a), Plaintiffs' counsel sought the concurrence of Defendants' counsel in the relief sought by this Motion on April 17, 2024 and May 7, 2024, and Defendants' counsel stated that Defendants do not oppose the relief requested herein, subject only to the conditions noted in Footnote 1 of the attached memorandum.

For the reasons set forth in the Memorandum of Law, Plaintiffs respectfully request that the Court grant their Unopposed Motion.

DATED: May 16, 2024

Respectfully submitted,

By: /s/ E. Powell Miller  
E. Powell Miller (P39487)  
Sharon S. Almonrode (P33938)  
Peter Muhic (P87195)  
Dennis A. Lienhardt (P81118)  
Mitchell J. Kendrick (P83705)  
**THE MILLER LAW FIRM, P.C.**  
950 West University Dr., Suite 300  
Rochester, MI 48307  
(248) 841-2200  
Fax (248) 652-2852  
epm@millerlawpc.com  
ssa@millerlawpc.com  
pm@millerlawpc.com  
dal@millerlawpc.com  
mjk@millerlawpc.com

Gretchen Freeman Cappio (P84390)  
Ryan McDevitt (P84389)  
Sydney Read  
**KELLER ROHRBACK L.L.P.**  
1201 Third Avenue, Suite 3200  
Seattle, WA 98101  
(206) 623-1900

Fax (206) 623-3384  
gcappio@kellerrohrback.com  
rmcdevitt@kellerrohrback.com  
sread@kellerrohrback.com

*Interim Co-Lead Counsel*

David C. Wright  
Mark I. Richards  
Richard D. McCune  
Steven A. Haskins  
**MCCUNE WRIGHT ARAVELO,  
LLP**  
3281 East Guasti Road, Suite 100  
Ontario, CA 91761  
(909) 557-1250  
Fax (909) 557-1275  
dcw@mccunewright.com  
mir@mccunewright.com  
rdm@mccunewright.com  
sah@mccunewright.com

Roberta Liebenberg  
Gerard A. Dever  
Mary L. Russell  
**FINE, KAPLAN AND BLACK,  
RPC**  
1 South Broad St., Suite 2300  
Philadelphia, PA 19107  
(215) 567-6565  
rliebenberg@finekaplan.com  
gdever@finekaplan.com  
mrussell@finekaplan.com

Nicholas A. Migliaccio (P29077)  
Jason S. Rathod (P18424)  
**MIGLIACCIO & RATHOD LLP**  
412 H St. NE, Suite 302  
Washington D.C. 20002  
(202) 470-3520

nmigliaccio@classlawdc.com  
jrathod@classlawdc.com

Todd Friedman  
David B. Levin  
**LAW OFFICES OF TODD M.  
FRIEDMAN, PC**  
21550 Oxnard Street Suite 780  
Woodland Hills, CA 91367  
(224) 218-0882  
Fax (866) 633-0228  
dlevin@toddfllaw.com  
tfriedman@toddfllaw.com

Timothy N. Mathews  
Beena M. McDonald  
Samantha E. Holbrook  
Alex M. Kashurba  
**CHIMICLES SCHWARTZ  
KRINER & DONALDSON-SMITH  
LLP**  
361 West Lancaster Ave  
One Haverford Centre  
Haverford, PA 19041  
(610) 642-8500  
tnm@chimicles.com  
bmm@chimicles.com  
bfj@chimicles.com  
seh@chimicles.com

*Interim Plaintiffs' Steering Committee*

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

*In re Chevrolet Bolt EV Battery  
Litigation*

Case No. 2:20-13256-TGB-CI

Honorable Terrence G. Berg

**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF THEIR  
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT AND APPOINTMENT OF  
CO-LEAD CLASS COUNSEL**

**STATEMENT OF ISSUES PRESENTED**

1. Whether Plaintiffs' settlement with Defendants, embodied in the Settlement Agreement (attached as Exhibit A), is fair, reasonable, and adequate and should be preliminarily approved?

Suggested Answer: Yes.

2. Whether the Court should provisionally certify the Settlement Class as it is defined herein under Federal Rule of Civil Procedure 23(a) and 23(b)(3)?

Suggested Answer: Yes.

3. Whether the Court should appoint The Miller Law Firm, PC and Keller Rohrback L.L.P. as Co-Lead Class Counsel and McCune Wright Arevalo, LLP, Fine, Kaplan and Black, RPC, Migliaccio & Rathod LLP, Law Offices of Todd M. Friedman, PC, and Chimicles Schwartz Kriner & Donaldson-Smith LLP as Plaintiffs' Steering Committee since they have extensive experience in class action litigation and exhaustive resources to ensure the matter is prosecuted efficiently and effectively?

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, and whether the Court should authorize the Parties to retain KCC as the Settlement Administrator?

Suggested Answer: Yes.

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

Suggested Answer: Yes.



**TABLE OF CONTENTS**

STATEMENT OF ISSUES PRESENTED..... ii

TABLE OF CONTENTS..... iv

TABLE OF AUTHORITIES ..... vi

TABLE OF MOST CONTROLLING AUTHORITIES ..... ix

I. PROCEDURAL HISTORY .....5

II. FACTUAL BACKGROUND.....7

    A. Relevant Parties .....7

    B. The Bolt Vehicles and Battery Defect .....8

    C. GM’s Series of Recalls .....10

III. THE SETTLEMENT AGREEMENT AND TERMS .....12

    A. The Proposed Settlement Class.....12

    B. The Settlement Benefits and Settlement Consideration .....13

        1. \$150 Million Common Fund.....13

        2. Battery Defect Remedy .....15

            i. Battery Replacement Final Remedy Program .....15

            ii. Software Final Remedy Program.....15

    C. Release of Claims .....17

    D. Settlement Notice and Right to Opt Out.....18

    E. Class Counsel Fees and Expenses and Plaintiffs’ Service Awards .....20

IV. THE SETTLEMENT CLASS SHOULD BE PRELIMINARILY CERTIFIED .....20

    A. The Settlement Class Satisfies the Requirements of Rule 23(a) .....22

    B. The Settlement Class May Be Properly Certified Under Rule 23(b)(3) .23

        1. Common Issues of Fact and Law Predominate.....24

        2. A Class Action Is a Superior Method of Adjudication .....25

V. THE PROPOSED SETTLEMENT SATISFIES THE STANDARDS FOR PRELIMINARY APPROVAL .....26

    A. There Is No Fraud or Collusion .....28

B.	The Complexity, Expense, and Likely Duration of the Litigation Favor Approval.....	29
C.	The Discovery Engaged in by the Parties Favors Approval.....	30
D.	The Likelihood of Success on the Merits Favors Approval .....	31
E.	Experienced Class Counsel’s Opinions Favor Approval .....	33
F.	The Reaction of Absent Class Members.....	33
G.	The Settlement Is Consistent with the Public Interest .....	34
VI.	THE COURT SHOULD APPOINT CLASS COUNSEL.....	35
VII.	THE FORM AND MANNER OF NOTICE ARE PROPER .....	36
VIII.	CONCLUSION.....	38

## TABLE OF AUTHORITIES

### Cases

<i>Amchem Prods., Inc. v. Windsor</i> , 521 U.S. 591 (1997).....	21, 24
<i>Bautista v. Twin Lakes Farms, Inc.</i> , 2007 WL 329162 (W.D. Mich. Jan. 31, 2007) .....	27
<i>Beattie v. CenturyTel, Inc.</i> , 234 F.R.D. 160 (E.D. Mich. 2006) .....	23, 24
<i>Bobbit v. Acad. of Court Reporting, Inc.</i> , 252 F.R.D. 327 (E.D. Mich. 2008) .....	26
<i>Chapman v. Gen. Motors, LLC</i> , 2023 WL 2746780 (E.D. Mich. Mar. 31, 2023) .....	24
<i>Daffin v. Ford Motor Co.</i> , 458 F.3d 549 (6th Cir. 2006) .....	22, 24
<i>Daoust v. Maru Rest., LLC</i> , 2019 WL 1055231 (E.D. Mich. Feb. 2, 2019).....	21, 36
<i>Daoust v. Maru Rest., LLC</i> , 2019 WL 2866490 (E.D. Mich. July 3, 2019) .....	29
<i>Franks v. Kroger Co.</i> , 649 F.2d 1216 (6th Cir. 1981) .....	26
<i>Garner Props. &amp; Mgmt., LLC v. City of Inkster</i> , 333 F.R.D. 614 (E.D. Mich. 2020) .....	22
<i>Granada Inv., Inc. v. DWG Corp.</i> , 962 F.2d 1203 (6th Cir.1992) .....	26, 34
<i>Griffin v. Flagstar Bancorp, Inc.</i> , 2013 WL 6511860 (E.D. Mich. Dec. 12, 2013) .....	27
<i>In re Cardizem CD Antitrust Litig.</i> , 218 F.R.D. 508 (E.D. Mich. 2003) .....	31, 34
<i>In re Packaged Ice Antitrust Litig.</i> , 2011 WL 6209188 (E.D. Mich. Dec. 13, 2011) .....	32
<i>In re Telectronics Pacing Sys., Inc.</i> , 137 F. Supp. 2d 985 (S.D. Ohio 2001) .....	27, 28, 32
<i>In re U.S. Foodservice Inc. Pricing Litig.</i> , 729 F.3d 108 (2d Cir. 2013).....	26
<i>In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.</i> , 722 F.3d 838 (6th Cir. 2013) .....	21, 25
<i>Int’l Union, United Auto., Aerospace, &amp; Agr. Implement Workers of Am. v. Gen. Motors Corp.</i> , 497 F.3d 615 (6th Cir. 2007).....	<i>passim</i>

*IUE-CWA v. Gen. Motors Corp.*,  
 238 F.R.D. 583 (E.D. Mich. 2006) .....30  
*Leonhardt v. ArvinMeritor, Inc.*,  
 581 F. Supp. 2d 818 (E.D. Mich. 2008).....27  
*Persad v. Ford Motor Co.*,  
 2021 WL 6197051 (E.D. Mich. Dec. 30, 2021) .....28  
*Rankin v. Rots*,  
 2006 WL 1876538 (E.D. Mich. June 27, 2006) .....33  
*Raymo v. FCA US LLC*,  
 2023 WL 6429548 (E.D. Mich. Sept. 30, 2023)..... *passim*  
*Robinson v. Ford Motor Co.*,  
 2005 WL 5253339 (S.D. Ohio June 15, 2005) .....27  
*Rutherford v. City of Cleveland*,  
 137 F.3d 905 (6th Cir. 1998) .....23  
*Senter v. Gen. Motors Corp.*,  
 532 F.2d 511 (6th Cir.), *cert. denied*, 429 U.S. 870 (1976).....22  
*Speerly v. Gen. Motors, LLC*,  
 343 F.R.D. 493 (E.D. Mich. 2023) .....24  
*Vassalle v. Midland Funding LLC*,  
 2014 WL 5162380 (N.D. Ohio Oct. 14, 2014),  
*aff'd sub nom. Pelzer v. Vassalle*, 655 F. App'x 352 (6th Cir. 2016) .....27  
*Williams v. Vukovich*,  
 720 F.2d 909 (6th Cir. 1983) .....26

**Other Authorities**

2 William B. Rubenstein, *NEWBERG ON CLASS ACTIONS*, § 4.74 (5th ed. 2020) ....26  
 Herbert Newberg & Alba Conte, *NEWBERG ON CLASS ACTIONS* § 11.51 (3d ed.  
 1992) .....28

**Rules**

Fed. R. Civ. P. 23 ..... *passim*  
 Fed. R. Civ. P. 23(a)..... 21, 22, 23  
 Fed. R. Civ. P. 23(a)(4).....35  
 Fed. R. Civ. P. 23(b) ..... 21, 23  
 Fed. R. Civ. P. 23(b)(3)..... 24, 25, 26  
 Fed. R. Civ. P. 23(c)(2).....36  
 Fed. R. Civ. P. 23(e)..... 26, 36  
 Fed. R. Civ. P. 23(e)(1).....36  
 Fed. R. Civ. P. 23(g) ..... 35, 36

Fed. R. Civ. P. 23(g)(1)(A) .....35  
Fed. R. Civ. P. 23(h) .....38

**TABLE OF MOST CONTROLLING AUTHORITIES**

*Chapman v. Gen. Motors, LLC*,  
2023 WL 2746780 (E.D. Mich. Mar. 31, 2023)

*Daoust v. Maru Rest., LLC*,  
2019 WL 2866490 (E.D. Mich. July 3, 2019)

*Int'l Union, United Auto., Aerospace, & Agr. Implement Workers of Am.  
v. Gen. Motors Corp.*, 497 F.3d 615 (6th Cir. 2007)

*Persad v. Ford Motor Co.*,  
2021 WL 6197051 (E.D. Mich. Dec. 30, 2021)

*Raymo v. FCA US LLC*,  
2023 WL 6429548 (E.D. Mich. Sept. 30, 2023)

Fed. R. Civ. P. 23

## I. INTRODUCTION

This proposed Settlement resolves Plaintiffs’ claims that more than 100,000 2017-2022 Model Year Chevrolet Bolt EV Vehicles built and shipped to dealers as of August 19, 2021 (the “Class Vehicles”) were manufactured, marketed, sold, and leased nationwide with a battery defect that allegedly can cause the batteries in Class Vehicles to overheat when the battery is charged to full or near full capacity, putting the battery at risk of catching fire (the “Battery Defect”).<sup>1</sup>

The Settlement provides for significant monetary benefits—a common fund of \$150 million—that was reached after over a year of arms-length, hard-fought negotiations among the numerous Parties, their proficient counsel, and two experienced mediators. These monetary benefits will be available to all owners and lessees of Class Vehicles, including those who allege inconvenience due to the recalls of the Class Vehicles, including visits to dealerships for various recall

---

<sup>1</sup> Defendants believe that class certification is appropriate only for settlement purposes and would vigorously oppose class certification outside the settlement context. Defendants further expressly reserve all rights both with respect to Federal Rule of Civil Procedure 23 as well as their defense of the merits of this action in the event that the Court does not grant preliminary or final approval of the settlement, or the settlement or any portion thereof is overturned on appeal. Moreover, Defendants likewise do not admit or acknowledge liability or wrongdoing and expressly dispute many of the allegations made by Plaintiffs and their counsel, including but not limited to allegations made in this memorandum. Finally, the Parties expressly agree that the fact that Defendants do not oppose this motion will not be treated as any form of admission and/or construed against Defendants or any of them in this or any other proceeding. *See* Settlement ¶ 3.4.

remedies and certain use restrictions such as parking and charging restrictions. Additionally, all Class Vehicles are now eligible for final recall remedies, whether it be for installation of the advanced N2.2 battery, or, for some Class Vehicles that were sold with the N2.2 battery, software upgrades that will actively monitor the health of the battery. The benefits available under the Settlement more than satisfy the “fair, adequate, and reasonable” standard under Rule 23(e). The Parties are proud of the Settlement they have reached and look forward to resolving this litigation with this Court’s approval.

The software upgrade is highly relevant to a portion of the proposed Settlement Class. Specifically, the Settlement recognizes that each of the approximately 22,560 Class Members who own or lease model years 2020–2022 Chevy Bolts that were manufactured with certain N2.2 batteries have received and will continue to receive access to the “Software Final Remedy.” This remedy involves GM dealers installing new advanced diagnostic software designed to detect anomalies that might indicate a potentially defective battery by monitoring the battery. For the first 10,000 km/6,214 miles of use after installation of the software, while the software fully matures through the monitoring process, the state-of-charge will be capped at 80%. If an anomaly is identified, the software will alert the owner to schedule a free battery pack or module replacement. If no anomalies are detected after the initial 6,214-mile (10,000-kilometer) period, the battery will automatically



return to a 100% state of charge, indicating diagnostic processes are complete. The software, however, will continue monitoring the battery for the life of the vehicle, even after the vehicle returns to a 100% state of charge. If the Software Final Remedy (i) is applied before March 31, 2024, (ii) indicates that a battery replacement is necessary during the initial 6,214-mile (10,000-kilometer) period, and (iii) so indicates before March 31, 2025, the resulting battery replacement will also include an extended 8-year/100,000-mile limited battery warranty, running from the date of replacement. The remainder of the Class—comprising owners and lessees of more than 80,000 vehicles—is eligible for the “Battery Replacement Final Remedy,” which provides each affected vehicle with a replacement battery. The replacement batteries include an extended 8-year/100,000-mile limited battery warranty, running from the date of battery replacement.<sup>2</sup>

Upon submitting a claim, Class Members who owned or leased an affected vehicle throughout the class period will receive a payment of \$700 if their vehicle has received or is eligible to receive the Battery Replacement Final Remedy and accompanying new battery warranty, or \$1,400 if their vehicle is eligible for and the

---

<sup>2</sup> With respect to both the Software Final Remedy and Battery Replacement Final Remedy, GM has reserved the right, for those owners who have been notified that a battery replacement is available but fail to accept a battery replacement within 60 days of receiving that notice, to provide that the 8-year period for the extended warranty will begin to run starting 60 days after receipt of the notice, regardless of whether the battery has been replaced.

Class Member obtains the Software Final Remedy. Moreover, to ensure that all vehicles are remedied as promptly as possible, Class Members with eligible vehicles who obtained the Software Final Remedy even before the Settlement is approved were given the option to accept their minimum \$1,400 payment early in the form of a Visa eReward card (“E-Card Program”) and may be entitled to a Second Distribution under the terms of the Settlement Agreement, like other class members. To ensure that all Class Members are fairly compensated, the Settlement further proposes to allocate payments to and between Class Members who obtained affected vehicles during the period in which restrictions on their use of the vehicle could have been imposed, even if they subsequently sold the vehicle or terminated their lease before a remedy became available. The details of payment eligibility and allocation are explained in greater detail below.

Accordingly, and for the reasons stated below, the Settlement satisfies all the prerequisites for preliminary approval. Plaintiffs Robin Altobelli, F. Dayle Andersen, Bruce James Cannon, Mary Carr and Jan G. Wyers, Yohanes Chitra, Christine Chung, Daniel Corry, John DeRosa, William Dornetto and Russell Ives, Kevin Harris and Pamela Duprez, Michael Hickey, Michael and Denise Holbrook, Fred Kass, James Kotchmar, Robert Kuchar, Joseph Poletti, Edward and Janet Rock, Evi Schulz, Michael Smith, Ashley Strong, Alucard Taylor, Jason Vaaler, Tony Verzura, Shawn Walker, and Thomas and Carol Whittaker (collectively,

“Plaintiffs”), on behalf of themselves and the proposed Class, respectfully submit this Memorandum of Law in Support of their Unopposed Motion for Preliminary Approval of Class Action Settlement and Appointment of Co-Lead Class Counsel (“Preliminary Approval Motion”) and respectfully move the Court for preliminary approval of the proposed Class Action Settlement (“Settlement” or “Settlement Agreement”) entered into with Defendants General Motors LLC (“General Motors” or “GM”), LG Chem, Ltd., LG Energy Solution Ltd., LG Energy Solution Michigan Inc. (collectively, “LG Energy”), LG Electronics, Inc., and LG Electronics USA, Inc. (collectively, “LGE”) (GM, LG Energy, and LGE, collectively, “Defendants”), as set forth in the Settlement Agreement, attached as Exhibit A.

## **I. PROCEDURAL HISTORY**

The *Altobelli* action was originally filed on December 11, 2020 (ECF No. 1). On June 1, 2021, this Court consolidated eight cases that had either been filed or transferred to the Eastern District of Michigan (ECF No. 18). The following day, the Court entered the Stipulated Order Regarding Interim Leadership (ECF No. 20). That Order appointed The Miller Law Firm, PC and Keller Rohrback, LLP as Interim Co-Lead Class Counsel and McCune Wright Arevalo, LLP; Fine, Kaplan and Black, RPC; Migliaccio & Rathod LLP; Law Offices of Todd M. Friedman, PC; and Chimicles Schwartz Kriner & Donaldson-Smith LLP as Plaintiffs’ Interim Steering Committee Class Counsel.

Plaintiffs filed the 322-page operative Complaint on September 17, 2021 (ECF No. 27). On December 17, 2021, Defendants (except for LG Electronics, Inc., LG Energy Solution, Ltd., and LG Chem, Inc.) filed three motions to dismiss, two motions to compel arbitration (as well as a motion to join a motion to compel arbitration), and two motions to strike. *See* ECF Nos. 35–37, 44, and 46–49. Plaintiffs responded to these motions on February 15, 2022, *see* ECF Nos. 55–59, and Defendants filed their replies on March 24, 2022. ECF Nos. 60–67. This extensive briefing totaled over 3,300 pages.

LG Electronics, Inc. filed its motion to dismiss (ECF No. 87) and motion to join the motions to strike and motion to compel arbitration (ECF Nos. 88–89) on July 8, 2022. LG Energy Solution, Ltd. filed its motion to dismiss (ECF No. 92) and motion to take judicial notice (ECF No. 93) on July 8, 2022. LG Chem, Inc. filed its motion to dismiss (ECF No. 94) on July 8, 2022. Plaintiffs responded to these motions in August and September 2022. *See* ECF Nos. 105–06, 111–17.

On July 20, 2022, the Court held a lengthy hearing on the pending motions and allowed all Parties to be heard extensively.

On September 30, 2022, the Court issued its 110-page Order Resolving Defendants’ Multiple Pretrial Motions (1) to Strike Class Allegations; (2) to Compel Arbitration; and (3) to Dismiss Multiple Claims. ECF No. 118. While the Court

dismissed some claims and compelled others to arbitration, at least one claim survived for each Plaintiff and each of the fourteen (14) states pled in the Complaint.

Since that time, the Parties have participated in multiple formal in-person mediation sessions before two experienced mediators, Judge Jay Gandhi (Ret.) and Lexi Myer-Wolfe of JAMS. Additionally, the Parties have engaged substantially with the mediators in telephonic discussions and in spirited, arm's-length discussions among themselves. These extensive negotiations benefited from the production by Defendants of documents and information concerning the alleged defect, the affected vehicle populations, and the various recall remedies, as well as Plaintiffs' consultation with several experts to provide independent analyses of the Plaintiffs' claims, the alleged Battery Defect, the efficacy of the recalls, and the allocation among Class Members of this proposed Settlement.

## **II. FACTUAL BACKGROUND**

### **A. Relevant Parties**

Plaintiffs are purchasers and lessees of 2017, 2018, 2019, 2020, 2021, and 2022 Chevrolet Bolt EV Vehicles. The thirty-one Plaintiffs either purchased or leased their Vehicles in or lived in Arizona, California, Florida, Georgia, Illinois, Kansas, Massachusetts, Michigan, New York, Oregon, Texas, Virginia, Washington, or Wisconsin. Compl., ECF No. 27, PageID.1174-1226.

Defendant General Motors (“GM”) is the original manufacturer of the Bolt Vehicles. *Id.* at PageID.1226. Defendant LG Chem, Ltd. (“LG Chem”) is a Korean corporation that was, during some of the time the Bolts were developed and manufactured, the parent company of Defendant LG Energy Solution, Ltd. (“LG Energy Solution”), which in turn is the parent company of Defendant LG Energy Solution Michigan (“LG Michigan”). *Id.* at PageID.1227-29. Defendant LG Electronics, Inc. (“LG Electronics”) is the parent company of Defendant LG Electronics U.S.A. Inc. (“LGEUS”) (together with LG Chem, LG Energy Solution, LG Michigan, and LG Electronics, the “LG Entities”). *Id.* at PageID.1229-30. The LG Entities, each involved during different time periods, developed, manufactured, or supplied the Bolt’s battery system as part of a business arrangement with GM. *Id.* at PageID.1232.

### **B. The Bolt Vehicles and Battery Defect**

The Bolt Vehicles were first released in 2015, with GM introducing the Vehicles as a “vision for an affordable, long-range all-electric vehicle designed to offer more than 200 miles of range starting around \$30,000.” Compl., ECF No. 27, PageID.1231. The Vehicles contain lithium-ion batteries, which are made up of individual power-generating cells that each contain “the basic functional components of a battery.” Compl., ECF No. 27, PageID.1245-46.

These batteries were the result of a “strategic partnership” between GM and the LG Entities to develop and manufacture the Bolt’s battery pack and the individual cells comprising the pack. *Id.* at PageID.1234. To realize the cost and range goals for the Vehicles, the battery packs were designed with “a new cell design and chemistry,” which provided “improved thermal operating performance” and required a “smaller active cooling system for more efficient packaging.” *Id.* at PageID.1577.

During the manufacture and distribution of the Bolt Vehicles at issue in this litigation, several design changes were made, with Model-Year 2017, 2018, and 2019 Vehicles containing “design level N2.1” cells and achieving an estimated range of 238 miles. GM’s Mot. Dismiss, ECF No. 36, PageID.2419. In comparison, Model-Year 2020, 2021, and 2022 Vehicles used “design level N2.2” cells and achieved a slightly longer range of 259 miles. *Id.*

Plaintiffs have alleged that the Class Vehicles contain the Battery Defect, which causes the battery systems to overheat when the battery is charged to full or near full capacity, putting the battery at risk of catching fire. Compl., ECF No. 27, PageID.1166. The alleged Battery Defect, if it manifests, can cause catastrophic damage to the Class Vehicles and cause significant safety risks to the Vehicles’ occupants and the people and property surrounding the Vehicles. *Id.* Plaintiffs contend that Defendants knew about the Battery Defect prior to sale but failed to

inform Plaintiffs and Class Members of the Battery Defect and associated hazards at the time of purchasing their vehicles. *Id.* at PageID.1171. Plaintiffs allege that, had they or Class Members known of the Battery Defect, they either would not have purchased the Vehicles or paid less for them. As a result, Plaintiffs allege, all Class Members have suffered economic harm from Defendants' conduct.

### **C. GM's Series of Recalls**

Defendant GM issued a series of recalls of the Class Vehicles' batteries, described below, subjecting the Class Vehicles to various use restrictions, such as a recommendation that, until a final recall remedy became available, affected customers: (1) avoid charging the batteries past 90%, (2) avoid depleting the battery below 70 miles of range, (3) avoid charging the Vehicles overnight, and (4) park the Vehicles outside. Compl., ECF No. 27, PageID.1165-66.

In late August 2020, after receiving numerous complaints regarding fires in certain Class Vehicles, GM began an investigation and, in November 2020, voluntarily recalled Model-Year 2017, 2018 and certain 2019 Bolt Vehicles. *Id.* at PageID.2090; *id.* at PageID.2089. Owners and lessees were instructed to manually limit their Vehicles' charging capacity, not to park in garages or under carports, and to bring their Vehicles into a dealership for a software update that would limit the battery's charge to 90% of its capacity. *Id.* at PageID.2091.



Five months later, GM announced what it thought would be a final recall remedy: the installation of advanced diagnostic software designed to “identify potential battery anomalies,” and subsequent battery module replacements as indicated necessary by the software. *Id.* at PageID.1277. The software was designed to “proactively look for the conditions or indications that could lead to a fire,” as well as detect an imminent fire and notify the vehicle driver. *Id.* at PageID.1278.

Over the next several months, however, additional fires were reported, including in vehicles that had the diagnostic software installed. *Id.* at PageID.1279-80. In July 2021, GM announced an updated recall of the same 2017-2018 and certain 2019 model-year Bolt Vehicles. GM advised owners and lessees not to park the Vehicles inside or near structures, and later announced that it had determined the cause of the fires: a “torn anode” and “folded separator.” *Id.* at PageID.1496; July 2021 Safety Recall Report, ECF No. 36-3, PageID.2476; ECF No. 36, PageID.2420.

In that same month, GM promised to replace “defective battery modules,” and instructed owners and lessees that, until replacements became available, they should limit the battery to 90% of its capacity, charge Vehicles after every use (but not leave the Vehicles charging overnight), avoid depleting the Vehicle battery below 70 miles of range, and continue to park the Vehicles outside immediately after charging. ECF No. 27, PageID.1280-81. These limits on battery charge reduced the Vehicles’ range to approximately 144 miles. *Id.* at PageID.1281.

In August 2021, GM expanded the recall population to include the remaining 2019 model-year Bolt Vehicles and 2020-22 model-year Bolt Vehicles and directed owners of the newer Model-Year Vehicles to take the same precautions regarding charging and parking. *Id.* at PageID.1552.

In October 2021, GM began providing replacement batteries for the Class Vehicles. Today, a replacement battery is available to any customer eligible for the Battery Replacement Final Remedy. As of April 2, 2024, GM has completed 68,565 battery replacements.

In June 2023, GM announced the Software Final Recall Remedy, the final recall remedy for approximately 22,560 Class Vehicles. GM provided notification letters to owners of those vehicles between June 2023 and August 2023. As of April 2, 2024, approximately 17,841 of eligible Class Vehicles have had the Software Final Recall Remedy applied.

GM has continued to provide regular reports to NHTSA throughout the recall process.

### **III. THE SETTLEMENT AGREEMENT AND TERMS**

#### **A. The Proposed Settlement Class**

Except for the exclusions set forth in the following paragraph, Plaintiffs seek to certify the following Class for Settlement purposes only:

Any person in the United States who purchased or leased, other than for resale, a 2017, 2018, 2019, 2020, 2021, and

2022 Model Year Chevrolet Bolt built and shipped to dealers on or before August 9, 2021 and who have not received a buyback of their vehicle from General Motors or a General Motors authorized dealer.

*See* Settlement Agreement, ¶ 2.46.

Excluded from the Settlement Class are: (i) Class Counsel; (ii) Defendants and Defendants' officers, directors, employees, agents and representatives, and their family members; (iii) the judges who have presided over this Action; (iv) any persons who have otherwise released their claims against Defendants set forth in the Action, except that persons who executed a release in connection with the E-Card Program remain part of the Settlement Class and may receive payments under the Settlement as expressly provided in this Settlement Agreement *Id.*, ¶ 3.2.

### **B. The Settlement Benefits and Settlement Consideration**

The Settlement provides substantial monetary benefits to the Settlement Class, which is nationwide in scope. The amount of monetary benefits takes into account the value of the final recall remedies and extended warranties GM is providing. The Settlement also provides for direct notice to Class Members of the terms of the Settlement. Specifically, the Settlement provides for the following:

#### **1. \$150 Million Common Fund**

The Settlement establishes a \$150 million common fund, plus interest and accretions thereto, minus attorneys' fees, expenses (including for class notice and settlement administration), and service awards for Plaintiffs, as defined in Settlement

Agreement § 2.35. Upon submitting a claim and meeting the eligibility criteria (*see* Settlement Agreement § VI.F), Class Members will receive their share of the common fund. Approximately 22,560 Class Members will receive a minimum \$1,400 payment if they have had or have the Software Final Remedy installed in their Vehicle at a GM-authorized dealership.<sup>3</sup> Settlement Agreement § V.A. Class Members who sold or terminated the lease of their Class Vehicle before the Software Final Remedy became available will receive a minimum \$700 payment. *Id.* Class Members who are eligible for or have already received the Battery Replacement Final Remedy will receive a minimum \$700 payment. *Id.* § V.B. In the event that more than one Class Member makes a valid claim on the same Vehicle—i.e., the vehicle changed hands during the class period and there is more than one eligible owner or lessee—the payment will be allocated among those Class Members by the Settlement Administrator in accordance with their respective lengths of ownership and as provided by the Settlement Agreement. *Id.* ¶ 5.7.

---

<sup>3</sup> At their option, Class Members who have the Software Final Remedy performed before December 31, 2023 may elect to receive the \$1,400 in the form of a Visa eReward card. All other payments from the common fund will be in the form of electronic transfer or a check.

## **2. Battery Defect Remedy**

### ***i. Battery Replacement Final Remedy Program***

As detailed above in Section III.C, GM is providing approximately 87,000 Vehicles—the 2017-19 Model Year Vehicles, as well as certain of the Model Year 2020-22 Vehicles—with replacement batteries as part of its recall of the Bolt Vehicles. Settlement Agreement ¶ 2.5. This is referred to as the “Battery Replacement Final Remedy,” and includes an extended 8-year/100,000-mile limited battery warranty. *Id.* For the avoidance of doubt, the Battery Replacement Final Remedy was undertaken by GM before this Settlement was agreed upon, and is not part of this Settlement consideration. The Settlement’s allocation to these Class Members takes into account the value of this remedy.

### ***ii. Software Final Remedy Program***

Additionally, GM has also announced and provided the Software Final Remedy to approximately 22,560 Class Members. Settlement Agreement ¶ 2.49. Under the Software Final Remedy program, GM dealers are installing new advanced diagnostic software designed to detect anomalies that will indicate whether the vehicle has a potentially defective battery by monitoring the battery over 10,000 km/6,214 miles of use, with state-of-charge capped during that period at 80%. *Id.* If an anomaly is identified, the software will alert the owner to service their vehicle immediately. The owner or lessee should then contact their dealer to schedule a free

battery pack or module replacement. If no anomalies are detected after the initial 6,214-mile (10,000-kilometer) period, the battery will automatically return to a 100% state of charge, indicating diagnostic processes are complete. The software, however, will continue monitoring the battery for the life of the vehicle, even after the vehicle returns to a 100% state of charge.

Subject to certain reasonable temporal limitations,<sup>4</sup> Class Members who receive a replacement battery through the Software Final Remedy program will also receive an extended 8-year/100,000-mile limited battery warranty. Settlement Agreement ¶ 2.49. The extended warranty will run with the Vehicles and remain in place if a Class Member sells the Vehicle prior to the expiration of the extended warranty.

For the avoidance of doubt, although the Software Final Remedy was undertaken by GM before this Settlement was agreed upon and is not part of the Settlement's consideration, Settlement Agreement ¶¶ 5.2–5.6, the Settlement's allocation to these Class Members takes into account the value of this remedy.

In the interest of effectuating the recall remedy for all vehicles as soon as feasible, and beginning on October 20, 2023, GM issued letters to the approximately

---

<sup>4</sup> Class Members are eligible to receive an extended 8-year/100,000-mile limited battery warranty with the replacement battery through the Software Final Remedy program if (i) the Software Final Remedy was applied to the Class Vehicle before March 31, 2024, (ii) the software indicates that a battery replacement is necessary during the initial 6,214-mile period, and (iii) it is so indicated before March 31, 2025.

22,560 Class Members eligible for the Software Final Remedy. The letter, attached hereto as Exhibit B, the language of which was negotiated as part of the Settlement and agreed upon by all parties, details how and where the Class Members can receive the Software Final Remedy and explains that they are eligible for the \$1,400 Visa eReward card upon completion. The Visa eReward payments and associated administrative costs are creditable against the Common Fund and are without prejudice to Class Members' right to receive further compensation from the settlement if the Court approves greater compensation from the Common Fund or if there is a second distribution of funds remaining in the Common Fund after all timely claims are paid. Time was of the essence in rolling out the Software Final Remedy and issuing these letters and early payments in order to accelerate the adoption of the remedy, simultaneously serving the safety interests of Class Members and GM's interests in a prompt and efficacious recall.

### **C. Release of Claims**

As set forth in the Settlement Agreement, in exchange for the above settlement benefits, Plaintiffs and the Settlement Class will release Defendants from liability for all claims alleged in this litigation or which could have been alleged in the litigation. *Id.* § VIII. The release of liability does not include claims for personal injury and/or property damage resulting from the alleged Battery Defect.

#### **D. Settlement Notice and Right to Opt Out**

Upon the issuance of the order granting preliminary approval of the Settlement, GM will provide, within fourteen (14) days of the order and subject to a protective order, the Settlement Administrator with all available Settlement Class Vehicles' Vehicle Identification Numbers ("VINs") for purposes of mailing the Notice. *Id.* ¶ 6.20. The Settlement Administrator will obtain, as needed, additional and corrected address information and then provide by direct U.S. mail and e-mail, to all reasonably identifiable Class Members, a notice substantially in the form attached as Exhibits 2 and 3 to the Settlement Agreement (the "Short-Form Notice" and "Email Notice"). *Id.* ¶ 6.17. The Settlement Administrator will supplement this direct notice program with publication notice as set forth in the Declaration of Carla Peak, attached hereto as Exhibit C.

The Settlement Administrator will set up and maintain a settlement website where Class Members can access a "Long-Form Notice," attached as Exhibit 1 to the Settlement Agreement; a Claim Form, attached as Exhibit 4 to the Settlement Agreement; a copy of the Settlement Agreement; the operative complaint; and additional information about the Action and Settlement. *Id.* ¶ 6.18. The Short-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 request a paper copy of the Long-Form Notice.



Any Class Member may make a request for exclusion by submitting a request in writing as set forth in the Notice. *Id.* § IX. The deadline for submitting such a request will be specified in the Court's preliminary approval order. *Id.* ¶ 9.1. Any request for exclusion shall:

- (i) state the Class Member's full name, telephone number, and current address;
- (ii) provide the model year and VIN of his/her/its Class Vehicle(s) and the 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.

*Id.* 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 30 days after the Notice Date. *Id.* ¶ 9.4. The Settlement Administrator shall provide a list of all Settlement Class Members who have submitted a request for exclusion to Class Counsel no later than ten (10) days prior to the Fairness Hearing, and then file with the Court the list of all Settlement Class Members who have submitted a request for exclusion along with an affidavit attesting to the completeness and accuracy thereto no later than ten (10) days prior to the Fairness Hearing. The Settlement Administrator shall also file with the Court a document detailing the scope, method, and results of the notice program along with a list of those persons who have opted out or excluded themselves from the Settlement not less than thirty days prior to the Final Approval Hearing.

### **E. Class Counsel Fees and Expenses and Plaintiffs' Service Awards**

Plaintiffs intend to file a motion for attorneys' fees and expenses prior to the final approval hearing. The Parties have agreed that Interim Co-Lead Class Counsel may apply to the Court for up to 35% of the Settlement Fund to be allocated as attorneys' fees and costs. *Id.* § VII. Defendants have reserved the right to object to any filing regarding attorneys' fees the Plaintiffs file. *Id.* ¶ 7.1.

Further, the Parties have agreed that Class Counsel may request Service Awards of \$2,000 for each of the Plaintiffs, as identified in ¶ 2.35 of the Settlement Agreement. *Id.* ¶ 7.3.

### **IV. THE SETTLEMENT CLASS SHOULD BE PRELIMINARILY CERTIFIED**

In conjunction with granting preliminary approval of the Settlement, the Court should preliminarily certify the Settlement Class, comprised of all persons within the United States who purchased (whether new or used) or leased, other than for resale, a Model Year 2017, 2018, 2019, 2020, 2021 or 2022 Chevrolet Bolt built and shipped to a dealer on or before August 19, 2021 and who have not received a buyback of their vehicle from General Motors or a General Motors authorized dealer. *Id.* ¶ 3.1. In so doing, the Court should appoint the Plaintiffs named above as class representatives of the Settlement Class.

A proposed settlement class must satisfy the requirements of Rule 23. *Int'l Union, United Auto., Aerospace, & Agr. Implement Workers of Am. v. Gen. Motors*

*Corp.*, 497 F.3d 615, 625 (6th Cir. 2007). To be entitled to class certification, a class must satisfy each of Rule 23(a)'s four prerequisites to class certification: (i) numerosity; (ii) commonality; (iii) typicality; and (iv) adequacy of representation. *See* Fed. R. Civ. P. 23(a). In addition, the proposed class must meet one of the three requirements of Rule 23(b). *See* Fed. R. Civ. P. 23(b).

That the parties have reached a settlement in this matter is a relevant consideration in the class certification analysis. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 619 (1997). Indeed, “courts should give weight to the parties’ consensual decision to settle class action cases, because that law favors settlement in class action suits.” *Daoust v. Maru Rest., LLC*, 2019 WL 1055231, at \*1 (E.D. Mich. Feb. 20, 2019) (granting preliminary approval of class action settlement); *see also Amchem*, 521 U.S. at 620 (when “[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial.”).

District courts are given broad discretion to determine whether certification of a class action lawsuit is appropriate. *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.*, 722 F.3d 838, 850 (6th Cir. 2013). “At the preliminary approval stage, the Court assesses ‘simply whether the settlement is fair enough’ to start class notice.” *Raymo v. FCA US LLC*, 2023 WL 6429548, at \*2 (E.D. Mich. Sept. 30,

2023) (Berg, J.) (citing *Garner Props. & Mgmt., LLC v. City of Inkster*, 333 F.R.D. 614, 626 (E.D. Mich. 2020)).

**A. The Settlement Class Satisfies the Requirements of Rule 23(a)**

The proposed Settlement Class meets Rule 23(a)'s requirements of numerosity, commonality, typicality, and adequacy of representation. *See Senter v. Gen. Motors Corp.*, 532 F.2d 511 (6th Cir. 1976), *cert. denied*, 429 U.S. 870 (1976); *UAW*, 497 F.3d at 626. The Class, consisting of current and former owners and lessees of more than 100,000 Class Vehicles, is "so numerous that joinder of all members is impracticable." *See* Fed. R. Civ. P. 23(a)(1); *see also Raymo*, 2023 WL 6429548, at \*5 (certifying settlement class of 17,705 class members).

Plaintiffs assert that common issues of fact and law are present because the Class's causes of action all flow from the same alleged common defect. *See Daffin v. Ford Motor Co.*, 458 F.3d 549, 552 (6th Cir. 2006) (affirming finding of commonality based on an alleged uniform design defect in vehicles). These common issues include whether the Battery Defect exists in the Class Vehicles, whether Defendants had knowledge of the Battery Defect when they placed the Vehicles into the stream of commerce, whether Defendants knowingly failed to disclose the existence and cause of the Battery Defect in the Class Vehicles, and whether Defendants had a duty to disclose the Battery Defect in the Class Vehicles. *See, e.g., Raymo*, 2023 WL 6429548, at \*5. Typicality is similarly satisfied because the

Settlement Class’s claims all arise from the same course of conduct and the common Battery Defect. *See id.*; *Beattie v. CenturyTel, Inc.*, 234 F.R.D. 160, 169 (E.D. Mich. 2006) (finding typicality to be satisfied where the plaintiffs’ claims “arise[] from the same event or practice or course of conduct that gives rise to the claims of other class members”).

Finally, the Plaintiffs “will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). Plaintiffs have common interests with other Class Members and have vigorously prosecuted the interests of the Class through qualified counsel. *Rutherford v. City of Cleveland*, 137 F.3d 905 (6th Cir. 1998). There is no conflict between the Plaintiffs and any member of the Settlement Class. Rather, Plaintiffs should be applauded for their efforts in obtaining a successful resolution of this case.

**B. The Settlement Class May Be Properly Certified Under Rule 23(b)(3)**

In addition to the requirements of Rule 23(a), a proposed class must satisfy one of the three alternatives of Rule 23(b). Plaintiffs here seek certification under Rule 23(b)(3).

Certification for settlement purposes under Rule 23(b)(3) is appropriate here. Rule 23(b)(3) requires that “questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating

the controversy.” Fed. R. Civ. P. 23(b)(3). Both of these requirements are satisfied here.

### **1. Common Issues of Fact and Law Predominate**

Rule 23(b)(3)’s predominance requirement “tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.” *Beattie*, 511 F.3d at 564 (quoting *Amchem*, 521 U.S. at 632). Here, Plaintiffs assert that “common proof for questions of fact, rather than individualized circumstances, predominate because [Defendants’] conduct regarding [the defect] claims was the same across all allegedly affected [vehicles].” *Raymo*, 2023 WL 6429548, at \*5. Those common questions include whether there is a Battery Defect, whether Defendants were aware of the existence of the Battery Defect, whether Defendants concealed the existence of the Battery Defect, and whether Class Members sustained damages. Courts have routinely found that similar common issues predominate in automotive defect cases. *See, e.g., Chapman v. Gen. Motors, LLC*, 2023 WL 2746780, at \*8-9 (E.D. Mich. Mar. 31, 2023) (Berg, J.); *Speerly v. Gen. Motors, LLC*, 343 F.R.D. 493, 508-22 (E.D. Mich. 2023) *Daffin*, 458 F.3d at 554. Given the alleged uniformity of the Battery Defect and Defendants’ conduct, Plaintiffs submit that resolution of the Settlement Class’s claims is particularly suitable for adjudication on a collective basis pursuant to Rule 23(b)(3).

Plaintiffs recognize that, if the case were litigated, Defendants have asserted a number of defenses that, Defendants argue, are individualized defenses that would preclude holding that predominance exists in the context of litigation. But—as is common in class settlements—Defendants have agreed to waive those defenses for purposes of settlement only, thus smoothing the way to predominance in connection with this motion for preliminary approval.

## **2. A Class Action Is a Superior Method of Adjudication**

Rule 23(b)(3) also requires that Plaintiffs demonstrate that a class action is “superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). Here, Plaintiffs argue that class-wide resolution of this Action is the superior method of adjudication. *See Raymo*, 2023 WL 6429548, at \*5.

First, Plaintiffs believe that the value of each individual Class Member’s claim is too low to incentivize most Class Members to litigate their claims individually and weighs in favor of concentrating the claims in a single action. *In re Whirlpool Corp.*, 722 F.3d at 861. This is especially true here, where most Settlement Class Members would likely be unable or unwilling to individually shoulder the expense of litigating the claims at issue against these well-funded and well-represented Defendants. *See id.*

In addition, because the central issues here related to battery integrity are allegedly common to all Class Members, Plaintiffs assert that resolution on a class-wide basis is the most efficient method of resolving the claims. *See* 2 William B. Rubenstein, *NEWBERG ON CLASS ACTIONS*, § 4.74 (5th ed. 2020) (noting that “a finding of predominance is typically . . . coupled with a finding that a class is manageable”). Indeed, Plaintiffs argue that proceeding as a class action will “achieve significant economies of ‘time, effort and expense, and promote uniformity of decision.’” *See In re U.S. Foodservice Inc. Pricing Litig.*, 729 F.3d 108, 130 (2d Cir. 2013) (quoting Fed. R. Civ. P. 23(b)(3) advisory committee’s notes to 1966 Amendment).

#### **V. THE PROPOSED SETTLEMENT SATISFIES THE STANDARDS FOR PRELIMINARY APPROVAL**

Federal Rule of Civil Procedure 23(e) governs the settlement of class actions. *See* Fed. R. Civ. P. 23(e); *Amchem*, 521 U.S. at 617. Under Rule 23(e), a class settlement must be “fair, reasonable, and adequate.” *UAW*, 497 F.3d at 631 (citing *Granada Invs., Inc. v. DWG Corp.*, 962 F.2d 1203, 1205 (6th Cir. 1992)). The Sixth Circuit has recognized that “the law generally favors and encourages the settlement of class actions.” *See, e.g., Franks v. Kroger Co.*, 649 F.2d 1216, 1224 (6th Cir. 1981); *UAW*, 497 F.3d at 632 (“[W]e must consider—the federal policy favoring settlement of class actions[.]”); *Vassalle v. Midland Funding LLC*, 2014 WL 5162380, at \*6 (N.D. Ohio Oct. 14, 2014), *aff’d sub nom. Pelzer v. Vassalle*, 655 F.



App’x 352 (6th Cir. 2016); *Griffin v. Flagstar Bancorp, Inc.*, 2013 WL 6511860, at \*2 (E.D. Mich. Dec. 12, 2013).

The Sixth Circuit utilizes 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) the reaction of absent class members; and (7) the public interest.” *UAW*, 497 F.3d at 631; *see also Raymo*, 2023 WL 6429548, at \*2-3. In considering these factors, courts apply a “strong presumption” in favor of finding a settlement to be fair. *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). “A district court need not consider every factor in every case, nor need it weigh every factor equally. Instead, the court may choose ‘to consider only factors that are relevant to the settlement and may weigh particular factors according to the demands of the case.’” *Raymo*, 2023 WL 6429548, at \*3 (citing *Leonhardt v. ArvinMeritor, Inc.*, 581 F. Supp. 2d 818, 832 (E.D. Mich. 2008)).

As set forth below, the seven-factor standard supports approval of the Settlement Agreement.

**A. There Is No Fraud or Collusion**

The Parties have at all relevant times been represented by experienced counsel. Interim Co-Lead Class Counsel have significant experience litigating numerous consumer class actions, including automotive defect cases. *See* Exhibits E and F. The Settlement Agreement was achieved only after arm’s-length and good faith negotiations and multiple formal mediations between the Parties and with mediators Judge Jay Gandhi (Ret.) and Lexi Myer-Wolfe of JAMS. As such, there is no indication of fraud or collusion. *In re Telectronics Pacing*, 137 F. Supp. 2d at 1016 (quoting 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.”); *see also Raymo*, 2023 WL 6429548, at \*4 (holding no indications of fraud or collusion and noting that the negotiations were facilitated by mediator Judge Morton Denlow (Ret.); *Persad v. Ford Motor Co.*, 2021 WL 6197051, at \*2 (E.D. Mich. Dec. 30, 2021) (Berg, J.) (finding “Settlement is fair, reasonable, and adequate, and serves the best interests of the Settlement Class” where “[t]he Settlement was the result of arm’s-length negotiation involving a mediator by experienced counsel with an understanding of the strengths and weaknesses of their respective cases.”); *Daoust v. Maru Rest., LLC*,

2019 WL 2866490, at \*2 (E.D. Mich. July 3, 2019) (Berg, J.) (“To help resolve the case, the parties enlisted the services of a retired Federal Judge . . . in facilitating the Parties’ mediation, thereby reinforcing that the Settlement Agreement is non-collusive.”).

**B. The Complexity, Expense, and Likely Duration of the Litigation Favor Approval**

The Settlement in this Action comes at an opportune time given that, if the litigation continues, there will be substantial additional expense to the Parties associated with necessary expert discovery, depositions, dispositive motion practice, and pre-trial preparations. The Parties have negotiated at arm’s-length relatively early in the litigation, preventing the need for a drawn-out litigation that would likely have consumed thousands of hours in attorney time, millions of dollars in litigation expenses for both Parties, and delayed relief to the Class. If litigation continues, the Parties will engage in extensive fact and expert discovery, including depositions, the review of thousands of documents (many of which are in Korean), and future briefing on class certification and summary judgment. Moreover, a trial in this Action would be complex given the relevant factual and legal issues involved. *See Daoust*, 2019 WL 2866490, at \*2 (“If forced to litigate this case further, the Parties would certainly engage in complex, costly and protracted wrangling. The Settlement, on the other hand, provides substantial relief to Representative Plaintiff and the Class Members promptly and efficiently, and amplifies the benefits of that

relief through the economies of class resolution.”); *see also Raymo*, 2023 WL 6429548, at \*4.

Further, the risk to Plaintiffs of continued litigation is high. The two recall remedies for the Vehicles have the potential to moot Plaintiffs’ claims. With this Settlement, Plaintiffs will be provided with both a recall remedy and monetary compensation for the inconvenience and risk caused by the Battery Defect. Plaintiffs also risk arbitration of a significant number of class members’ claims if litigation continues—especially in light of this Court’s prior order compelling arbitration of some of the plaintiffs’ claims.

And, even if Plaintiffs prevailed at trial, it could be years before any Settlement Class Members receive any benefit due to the potential for post-trial motions and appeals. Meanwhile, the Settlement provides substantial relief to the Settlement Class 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 Discovery Engaged in by the Parties Favors Approval**

Even though Settlement negotiations began prior to the entry of a case schedule, discovery had already begun with GM responding to requests for production and special interrogatories, and the parties negotiating Rule 30(b)(6) topics. In addition, the Parties exchanged meaningful confirmatory discovery

regarding the Battery Defect and the recall remedies. *See Raymo*, 2023 WL 6429548, at \*4 (holding that “formal discovery is not necessarily required, so long as the parties have obtained adequate information to evaluate the relative strength of their positions.”) (collecting cases). Plaintiffs have also consulted extensively with experts to review this information and analyze the batteries, the alleged Battery Defect, the recall remedies, and Plaintiffs’ economic damages. This discovery and expert work allowed Interim Co-Lead Class Counsel to make informed decisions regarding the terms of the Settlement and sufficiently assess whether they are fair, reasonable, and adequate.

Further, Defendants have issued recalls and developed remedies to address the Battery Defect, including the Battery Replacement Final Remedy and the Software Final Remedy, all of which Plaintiffs have reviewed and investigated in tandem with their experts.

**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

multitude of other problems associated with them.” See *In re Telectronics Pacing*, 137 F. Supp. 2d at 1013 (citation and internal quotation marks omitted). To put it succinctly, “[t]he outcome is never certain in complex class actions[.]” *Raymo*, 2023 WL 6429548, at \*4.

Here, but for the Settlement, the litigation would continue to be contested, and counsel for all Parties were committed to litigate this case through trial and beyond, if necessary. Accordingly, there are substantial risks and costs if this Action were to proceed, such as the risks of arbitration for a significant number of class members and of the recall remedies mooting Plaintiffs’ claims. While Interim Co-Lead Class Counsel believe that the Plaintiffs and putative Class would ultimately prevail at trial, Interim Co-Lead Class Counsel recognize that ultimate success is not assured and believe that this Settlement, when considering the risks of proving both liability and recoverable damages, 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) (finding that while plaintiffs may “remain optimistic about their ultimate chance of success[,] there is always a risk that Defendants could prevail with respect certain [sic] legal or factual issues,” which weighs in favor of approval of settlement). As such, 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. Experienced 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). Interim Co-Lead Class Counsel here have extensive experience in handling class action cases, including automotive defect cases like at issue here. *See* Exhibits E and F. Interim Co-Lead Class Counsel have thoroughly investigated and analyzed the claims alleged in this Action, have made informed judgments regarding the Settlement and believe it is fair, reasonable, and adequate. Interim Co-Lead Class Counsel also engaged in extensive, good-faith negotiations overseen by experienced mediators. Furthermore, Plaintiffs obtained the opinion of a distinguished expert, Lynn Baker, who opines that the plan of allocation set forth in the Settlement Agreement is fair, adequate, and reasonable. *See* Exhibit D. This further weighs in support of preliminary approval.

#### **F. The Reaction of Absent Class Members**

As explained in *Raymo*, “the Court must wait to hear from objectors or class members that opt out after class notice is sent in order to assess the reaction of the absent class members.” 2023 WL 6429548, at \*5. Still, it is worth noting that some

plaintiffs’ lawyers have filed individual claims even before learning the settlement’s terms. This fact demonstrates that lawyers representing certain potential Class Members are both aware of the case and of their potential claims, and that those lawyers have taken responsibility for advising their clients about whether to choose the certainty of these settlement benefits or the more speculative possibility of litigation.

**G. The Settlement Is Consistent with the Public Interest**

Finally, the Court should consider 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 Invs., Inc.*, 962 F.2d at 1205); *see also Raymo*, 2023 WL 6429548, at \*5.

Here, it is clearly in the public interest to approve this Settlement. The Settlement provides extensive benefits—including expedited relief in order to incentivize class members to have the Software Final Remedy performed as soon as possible, and material monetary benefits—resolves the claims of the Class, eliminates the risk of non-recovery on behalf of the Class, provides certainty to the Parties and the Class, and eases the burden of the Court’s resources. These reasons,



plus the “federal policy favoring settlement of class actions, weighs in favor of the settlement.” *Id.* (citing *UAW*, 497 F.3d at 632).

## **VI. THE COURT SHOULD APPOINT CLASS COUNSEL**

Pursuant to Fed. R. Civ. P. 23(g), Plaintiffs also move to appoint The Miller Law Firm, P.C. and Keller Rohrback L.L.P. as Co-Lead Class Counsel and McCune Wright Arevalo, LLP, Fine, Kaplan and Black, RPC, Migliaccio & Rathod LLP, Law Offices of Todd M. Friedman, PC, and Chimicles Schwartz Kriner & Donaldson-Smith LLP as Plaintiffs’ Steering Committee Class Counsel. Rule 23(g) focuses on the qualifications of class counsel, complementing the requirement of Rule 23(a)(4) that the representative parties adequately represent the interests of the class members. Rule 23(g)(1)(A) specifically instructs a court to consider:

(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel’s experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel’s knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

*Id.* Here, each of Rule 23(g)(1)(A)’s considerations weigh strongly in favor of appointing proposed Class Counsel. Specifically, proposed Class Counsel performed substantial work identifying and investigating potential claims and properly supporting the allegations in the Amended Class Action Complaint. As part of their investigation and work, proposed Class Counsel retained and consulted with

multiple experts, and carefully reviewed public materials along with documents and information produced by Defendants.

As reflected in their firm resumes, proposed Class Counsel have substantial experience, individually and collectively, successfully prosecuting class actions and other complex litigation, including claims of the type asserted in this Action. *See* Exhibits E and F. Hence, proposed Class Counsel's extensive efforts in prosecuting this case, combined with their in-depth knowledge of the subject area, satisfy Rule 23(g).

## **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 Fed. R. Civ. P. 23(c)(2) (governing class certification notice), Rule 23(e)(1) (governing settlement notice), and due process. *See Daoust*, 2019 WL 1055231, at \*2; *Raymo*, 2023 WL 6429548, at \*6. These requirements are adequately satisfied here. Rule 23(e) requires that notice of a proposed settlement be provided to class members. 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, the Settlement Administrator will provide the Short Form and Email Notices by email and/or direct U.S. mail. Settlement Agreement ¶ 6.17, Exs. 2-3 to Settlement Agreement. The Settlement Administrator will also set up and maintain a settlement website where Class Members can access a “Long-Form Notice” (*Id.*, Ex. 1 to Settlement Agreement), a Claim Form, a copy of the Settlement Agreement, the operative complaint, and additional information about the Action and Settlement. *Id.* ¶ 6.18. The Short-Form and Email Notices 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 request a paper copy of the Long-Form Notice.

The proposed notice plan satisfies all of Rule 23’s requirements. The language of the Class Notice is being drafted jointly by the Parties and will be 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 benefits and release of claims; (4) the deadlines and instructions 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 and instructions for objecting to the Settlement. *See* Settlement Agreement at Exs. 1-3. The Class Notice thus will allow Settlement Class Members to make an informed and intelligent decision on whether

to submit a Claim Form, exclude themselves, or object to the Settlement. In addition, pursuant to Fed. R. Civ. P. 23(h), the proposed Class Notice sets forth the maximum amount of Attorneys' Fees and Expenses and Service Awards that may be sought.

The dissemination of the Class Notice likewise satisfies all requirements. The Settlement Administrator will mail 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* Settlement Agreement, ¶ 6.20. If any Class Notice is returned as undeliverable, the Settlement Administrator shall perform a reasonable search for a more current address and re-send the Class Notice. *Id.* ¶ 6.22.

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. *See Raymo*, 2023 WL 6429548, at \*6.

## **VIII. CONCLUSION**

For the foregoing reasons, 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) preliminarily certify the proposed Settlement Class for settlement purposes only; (3) preliminarily appoint The Miller Law Firm, PC and Keller Rohrback, LLP as Co-Lead Class Counsel and McCune Wright Arevalo, LLP, Fine, Kaplan and Black, RPC, Migliaccio & Rathod LLP,

Law Offices of Todd M. Friedman, PC, and Chimicles Schwartz Kriner & Donaldson-Smith LLP as Plaintiffs' Steering Committee Class Counsel; (4) approve the form and content of, and direct the distribution of, the proposed Class Notice and accompanying Claim Form, and authorize and direct the Parties to retain KCC as Settlement Administrator; and (5) schedule a Final Approval Hearing not earlier than one hundred and eighty (180) days after Preliminary Approval is granted.

DATED: May 16, 2024

Respectfully submitted,

By: /s/ E. Powell Miller  
E. Powell Miller (P39487)  
Sharon S. Almonrode (P33938)  
Peter Muhic (P87195)  
Dennis A. Lienhardt (P81118)  
Mitchell J. Kendrick (P83705)  
**THE MILLER LAW FIRM, P.C.**  
950 West University Dr., Suite 300  
Rochester, MI 48307  
(248) 841-2200  
Fax (248) 652-2852  
epm@millerlawpc.com  
ssa@millerlawpc.com  
pm@millerlawpc.com  
dal@millerlawpc.com  
mjk@millerlawpc.com

Gretchen Freeman Cappio (P84390)  
Ryan McDevitt (P84389)  
Sydney Read  
**KELLER ROHRBACK L.L.P.**  
1201 Third Avenue, Suite 3200  
Seattle, WA 98101  
(206) 623-1900  
Fax (206) 623-3384  
gcappio@kellerrohrback.com

rmcdevitt@kellerrohrback.com  
sread@kellerrohrback.com

*Interim Co-Lead Counsel*

David C. Wright  
Mark I. Richards  
Richard D. McCune  
Steven A. Haskins  
**MCCUNE WRIGHT ARAVELO,  
LLP**  
3281 East Guasti Road, Suite 100  
Ontario, CA 91761  
(909) 557-1250  
Fax (909) 557-1275  
dcw@mccunewright.com  
mir@mccunewright.com  
rdm@mccunewright.com  
sah@mccunewright.com

Roberta Liebenberg  
Gerard A. Dever  
Mary L. Russell  
**FINE, KAPLAN AND BLACK,  
RPC**  
1 South Broad St., Suite 2300  
Philadelphia, PA 19107  
(215) 567-6565  
rliebenberg@finekaplan.com  
gdever@finekaplan.com  
mrussell@finekaplan.com

Nicholas A. Migliaccio (P29077)  
Jason S. Rathod (P18424)  
**MIGLIACCIO & RATHOD LLP**  
412 H St. NE, Suite 302  
Washington D.C. 20002  
(202) 470-3520  
nmigliaccio@classlawdc.com  
jrathod@classlawdc.com

Todd Friedman  
David B. Levin  
**LAW OFFICES OF TODD M.  
FRIEDMAN, PC**  
21550 Oxnard Street Suite 780  
Woodland Hills, CA 91367  
(224) 218-0882  
Fax (866) 633-0228  
dlevin@toddfllaw.com  
tfriedman@toddfllaw.com

Timothy N. Mathews  
Beena M. McDonald  
Samantha E. Holbrook  
Alex M. Kashurba  
**CHIMICLES SCHWARTZ  
KRINER & DONALDSON-SMITH  
LLP**  
361 West Lancaster Ave  
One Haverford Centre  
Haverford, PA 19041  
(610) 642-8500  
tnm@chimicles.com  
bmm@chimicles.com  
bfj@chimicles.com  
seh@chimicles.com

*Interim Plaintiffs' Steering Committee*

**CERTIFICATE OF SERVICE**

I hereby certify that, on May 16, 2024, I electronically submitted the foregoing to the Court via the ECF/Utilities function and thereafter emailed counsel of record proof of submission of this document.

/s/ E. Powell Miller

E. Powell Miller



# Exhibit A

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

*In re Chevrolet Bolt EV Battery  
Litigation*

No. 2:20-13256-TGB-CI

Honorable Terrence G. Berg  
Magistrate Judge Curtis Ivy

**STIPULATION AND AGREEMENT OF SETTLEMENT**

## TABLE OF CONTENTS

I.	RECITALS .....	1
II.	DEFINITIONS .....	7
III.	PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS .....	21
IV.	SETTLEMENT APPROVAL – PRELIMINARY APPROVAL ORDER AND FINAL ORDER AND JUDGMENT .....	23
	A. Preliminary Approval Order .....	23
	B. Final Order And Judgment.....	30
V.	SETTLEMENT CONSIDERATION .....	35
	A. Payment To Settlement Class Members Who Received The Software Final Remedy.....	35
	B. Payment To Settlement Class Members Whose Vehicles Are Eligible For The Battery Replacement Final Remedy .....	36
	C. Remaining Settlement Fund .....	37
VI.	NOTICE AND ADMINISTRATION OF THE SETTLEMENT .....	38
	A. Establishment And Administration Of The Cash Fund As A Qualified Settlement Fund.....	38
	B. Duties Of The Settlement Administrator .....	42
	C. CAFA Notice .....	43
	D. Notice Deadline .....	43
	E. Individual Class Notice Methods .....	43
	F. Submission Of Claims .....	46

VII. ATTORNEYS’ FEES AND EXPENSES, AND SERVICE AWARDS.....	49
A. Attorneys’ Fees And Expenses .....	49
B. Service Award For Named Plaintiffs.....	50
VIII. RELEASES .....	51
IX. REQUEST FOR EXCLUSION BY CLASS MEMBERS .....	54
X. OBJECTIONS BY CLASS MEMBERS .....	56
XI. NOTICES .....	59
XII. NO ADMISSION OF LIABILITY AND PRESERVATION OF ALL DEFENSES .....	61
XIII. REPRESENTATIONS, WARRANTIES, AND COVENANTS .....	62
XIV. WITHDRAWAL AND TERMINATION .....	62
XV. MISCELLANEOUS PROVISIONS .....	66

This settlement agreement (“Agreement” or “Settlement Agreement”) is made and entered into between Plaintiffs and Defendants General Motors LLC (hereinafter “General Motors” or “GM”); LG Chem, Ltd., LG Energy Solution, LTD. and LG Energy Solution Michigan Inc. (collectively, “LG Energy”); and LG Electronics, Inc., and LG Electronics USA, Inc. (collectively, “LGE”). The Agreement is intended to fully, finally and forever resolve, discharge and settle the claims in the lawsuit styled *In re Chevrolet Bolt EV Battery Litigation*, Case No. 2:20-13256-TGB-CI, pending in the United States District Court for the Eastern District of Michigan (the “Action”) and all matters raised or that could have been raised therein, subject to the terms and conditions set forth below as well as approval by the Court. Capitalized terms shall have the meaning ascribed to them in Section II hereof to the extent such terms are defined therein.

## I. RECITALS

1.1. WHEREAS, in late 2020 and early 2021, eight putative class actions were filed in various United States District Courts against General Motors relating to the manufacture and sales of 2017-2022 Chevrolet Bolt vehicles. Those cases were consolidated in the United States District Court for the Eastern District of Michigan on June 1, 2021, interim class counsel was appointed on June 2, 2021, and an Amended Consolidated Class Action Complaint was filed on September 17, 2021, naming LG Energy and LGE as additional defendants;

1.2. WHEREAS, the Amended Consolidated Class Action Complaint asserts a nationwide common law fraud claim as well as common law fraud and statutory consumer protection claims under the laws of various states against all Defendants and breach of warranty claims against GM and seeks to recover monetary damages and equitable relief from all Defendants on behalf of a proposed nationwide class and fourteen (14) state subclasses of owners or lessees of model year 2017-2022 Chevrolet Bolt vehicles;

1.3. WHEREAS, Defendants GM, LG Electronics USA Inc., and LG Energy Solutions Michigan Inc. (the “US Defendants”) filed Motions to Dismiss the Amended Consolidated Class Action Complaint and Motions to Compel certain claims to arbitration on December 17, 2021, which the parties briefed and argued, and which the Court granted in part and denied in part on September 30, 2022;

1.4. WHEREAS, Defendants LG Electronics, Inc, LG Chem, Ltd, and LG Energy Solutions, LTD (the “Korean Defendants”) filed Motions to Dismiss the Amended Consolidated Class Action Complaint and Motions to Compel certain claims to arbitration on July 8, 2022, which motions the Court struck as moot as part of its September 30, 2022 ruling;

1.5. WHEREAS, on December 22, 2022, the US Defendants filed their Answers and Affirmative Defenses to Plaintiffs’ Consolidated Class Action Complaint, denying all material allegations therein and asserting a variety of

affirmative defenses. Defendants continue to deny all of the allegations in Plaintiffs' Amended Consolidated Class Action Complaint and specifically deny that they have engaged in any wrongdoing whatsoever and that the Action can properly be maintained as a class action for litigation purposes;

1.6. WHEREAS, the Korean Defendants were in the process of preparing Answers and Affirmative Defenses to Plaintiffs' Consolidated Class Action Complaint, which were put on hold pending the outcome of the mediation sessions described below. Nevertheless, the Korean Defendants likewise deny all material allegations in the Amended Consolidated Class Action Complaint and specifically deny that they have engaged in any wrongdoing whatsoever and that the Action can properly be maintained as a class action for litigation purposes;

1.7. WHEREAS, National Highway Traffic Safety Administration Recall No. 21V-560 identifies an alleged defect relating to motor vehicle safety in approximately 57,000 model year 2017-2019 Chevrolet Bolt EV vehicles. National Highway Traffic Safety Administration Recall No. 21V-650 expanded Recall No. 21V-560 to include approximately 52,000 model year 2020-2022 Chevrolet Bolt EV vehicles;

1.8. WHEREAS, the Part 573 Safety Recall Reports submitted to NHTSA under Recall Nos. 21V-560 and 21V-650 currently state that General Motors will replace defective battery modules in the recall population with components produced

after manufacturing process changes implemented by its battery supplier LG Energy Solution Michigan Inc. In October 2021, General Motors began providing replacement battery modules for vehicles in the recall population as a final recall remedy;

1.9. WHEREAS, for approximately 22,560 of the vehicles within the model year 2020-2022 vehicle population, the final recall remedy is the installation of software that continually monitors the high voltage battery in the Vehicles. If this software update detects an anomaly in a vehicle's high voltage battery within the first 6,214 miles (10,000 km) of use, during which time the state-of-charge is capped at 80%, the driver will be alerted via a warning in the driver information center, and General Motors will replace the battery pack or module(s) in the vehicle;

1.10. WHEREAS, the Parties have engaged in extensive arm's-length settlement negotiations, including three formal mediation sessions on October 28, 2022, December 2, 2022, and May 9, 2023, before Judge Jay C. Gandhi (Ret.) and Lexi Myer-Wolfe of JAMS. In addition, the Parties have participated in numerous telephone conferences and many email exchanges with the mediators and with each other and have exchanged, debated, and discussed significant data and information pertaining to the claims in this Action, the Battery Replacement Final Remedy, the Software Final Remedy and the terms of this Settlement;



1.11. WHEREAS, those negotiations were informed by the Parties' exchange of information and supervised by Judge Gandhi. 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 conclusively resolve the claims in this Action on fair, reasonable, and adequate terms without the uncertainty, expense, and delay of further litigation pursuant to the terms set forth in this Settlement Agreement;

1.12. WHEREAS, Plaintiffs and Class Counsel have examined the benefits to be obtained under the terms of this Settlement Agreement, have considered the risks associated with the continued prosecution of this case and the likelihood of success on the merits and believe that, after considering all of the circumstances, the proposed Settlement set forth in this Settlement Agreement is fair, reasonable, adequate and in the best interests of the Settlement Class;

1.13. WHEREAS, Defendants recognize and acknowledge the expense and length of continued proceedings that would be necessary to defend the Action through trial and any appeals, and in agreeing to enter this Settlement have taken into account the uncertainties of further litigation as well as the difficulties and delays inherent in such litigation;

1.14. WHEREAS, the Parties agree that neither this Settlement Agreement nor the Settlement it represents shall be construed in this Action or any other

litigation or proceeding as an admission by Defendants or any of them of any wrongdoing whatsoever, including an admission of a violation of any statute or law or regulation or of liability on the claims or allegations in this Action;

1.15. WHEREAS, the Parties agree and understand that neither this Settlement Agreement nor the Settlement it represents shall be construed or be admissible as an admission or acknowledgement by Defendants or any of them in this Action or in any other proceedings that Plaintiffs' claims or any similar claims are or would be suitable for class treatment if this Action proceeded through both litigation and trial; and

1.16. WHEREAS, the Parties desire to compromise and settle all issues and claims arising out of or related to the claims that were asserted or could have been asserted in this Action against Defendants.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties hereto agree as follows, subject to preliminary and final approval by the Court and the resolution of any and all appeals, that the Action and the Released Claims shall be fully and finally compromised, settled and released and that the Action shall be dismissed with prejudice as set forth herein subject to and upon the terms and conditions described below:

## II. DEFINITIONS

As used in this Agreement, the following terms not defined above shall have the meanings set forth below:

2.1. “Action” means *In re Chevrolet Bolt EV Battery Litigation*, Case No. 2:20-13256-TGB-CI (E.D. Mich.), including all actions consolidated therein.

2.2. “Attorneys’ Fees and Expenses” means those amount(s) awarded to Class Counsel for attorneys’ fees and reimbursement of litigation expenses, in amount(s) to be determined by the Court. Any award of Attorneys’ Fees and Expenses shall be paid entirely and exclusively from the Settlement Fund.

2.3. “Attorneys’ Fee and Expense Application” means any application that Class Counsel may submit for Attorneys’ Fees and Expenses and/or for Service Awards.

2.4. “Administrator” or “Claims Administrator” or “Settlement Administrator” means a third-party agent or administrator to be selected by Class Counsel and Defendants’ Counsel and approved by the Court to help implement and effectuate this Agreement.

2.5. “Battery Replacement Final Remedy” means the battery replacement recall remedy under which Defendants have made available battery replacements for approximately 87,000 of the Class Vehicles. Each replacement battery provided through the Battery Replacement Final Remedy includes an extended 8-

year/100,000-mile limited battery warranty, running from the date of replacement. GM has reserved the right, for those owners who have been notified that a battery replacement is available but fail to accept a battery replacement within 60 days of receiving that notice, to provide that the 8-year period for the extended warranty will begin to run starting 60 days after receipt of the notice, regardless of whether the battery has been replaced. Defendants are providing this remedy and the warranty as part of the recall and not as part of the Settlement. For the avoidance of doubt, Vehicles which have battery replacements performed under the Software Final Remedy do not fall into the Battery Replacement Final Remedy group of Vehicles.

2.6. “Claim Form” means the form that members of the Settlement Class must complete and submit on or before the Claim Form Deadline in order to be eligible for the benefits under this Settlement, which document shall be substantially in the form of Exhibit 4 hereto. The Claim Form shall be signed under penalty of perjury. Claim Forms will be processed after the Effective Date.

2.7. “Claim Form Deadline” shall mean the deadline to be set in the Preliminary Approval Order and included in the Class Notice by which any Claim Form must be received by the Claims Administrator.

2.8. “Class Counsel” shall mean Keller Rohrbach L.L.P. and The Miller Law Firm, P.C.

2.9. “Class Members” shall mean all persons within the United States who purchased (whether new or used) or leased, other than for resale, a model year 2017, 2018, 2019, 2020, 2021 or 2022 Chevrolet Bolt built and shipped to a dealer on or before August 19, 2021 and who have not received a buyback of their vehicle from General Motors or a General Motors authorized dealer, and who do not fall within the exclusions listed in Paragraph 3.2. For the avoidance of doubt, each Plaintiff is also a Class Member.

2.10. “Class Notice” shall mean the Court-approved form of notice to the Settlement Class, in substantially the same form as Exhibits 1-3, which will notify the Settlement Class of the Preliminary Approval of the Settlement and the scheduling of the Fairness Hearing, among other things, and will be mailed directly to members of the Settlement Class and posted on the Settlement Website.

2.11. “Class Vehicles” shall mean the model year 2017, 2018, 2019, 2020, 2021 and 2022 Chevrolet Bolt vehicles built and shipped to dealers on or before August 19, 2021 (tracking NHTSA Recall Nos. 21V-560 and 21V-650, which are limited to “vehicles built and shipped to dealers as of August 19, 2021”).

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

2.13. “Defendants” shall mean General Motors LLC, LG Chem, Ltd., LG Energy Solution, Ltd., LG Energy Solution Michigan Inc., LG Electronics, Inc. and LG Electronics U.S.A., Inc.

2.14. “Defendants’ Counsel” shall mean Mayer Brown LLP, Latham & Watkins LLP and Hogan Lovells US LLP.

2.15. “Distribution Amount” means an amount of money payable to a Settlement Class Member as the distribution of the Settlement Class Member’s share of the Settlement Fund pursuant to Section V of this Settlement Agreement. The Claims Administrator shall cause claims to be paid electronically or issue and mail checks or other payments to the Settlement Class Members as identified on the Summary Final Distribution Report in the amounts shown thereon.

2.16. “Distribution Date” means the date on which the Distribution Amounts are first sent or mailed to Settlement Class Members. Except as to any interim distributions for class notice and settlement administration costs and payments made in connection with the E-Card Program as outlined below, no distributions shall be made to Settlement Class Members until the Effective Date.

2.17. “E-Card Program” means the program offered to Class Members who had the Software Final Remedy installed by December 31, 2023 and registered for the E-Card Program by December 31, 2023 (including by signing an individual release) in return for a \$1400 e-card payment, made in part or in full prior to final

approval of the Settlement. The total amount of payments made through the E-Card Program, as well as associated administrative costs, which were part of the negotiated Settlement Amount, will be deducted from the amount due to be paid into the Settlement Fund but will be treated as part of the Settlement Fund for all other purposes. **In the event that the Settlement is not finally approved or is terminated, those Class members who received pre-approval payments under the E-Card Program shall be entitled to retain those payments so long as they honor the terms of the releases they have executed.**

2.18. “Effective Date” shall mean forty-five (45) days after the Court’s entry of the Final Order and Judgment if no document is filed within that time period or request made seeking appeal, review, or any other relief in connection with the Agreement, certification of the Settlement Class and/or the Final Order and Judgment. If any such document is filed or request is made, then the Effective Date shall be forty-five (45) days after the date upon which all proceedings related to such appeal, review, and other relief have fully and finally terminated in such a manner so as to permit full implementation of the Agreement and the Final Order and Judgment without any further risk that the Agreement and/or the Final Order and Judgment could be further challenged, modified and/or reversed. Nothing herein shall be construed or interpreted as barring any award of Attorneys’ Fees and

Expenses from being paid to Class Counsel prior to the Effective Date, subject to Paragraph 7.2 below.

2.19. “Escrow Amount” means the interest-bearing account controlled by the Escrow Agent into which the Defendants shall deposit or cause their insurance carriers to deposit the total sum of \$5,000,000 on behalf of the Defendants within forty-five (45) calendar days of the Court’s order granting preliminary approval of the Settlement.

2.20. “Escrow Agent” means Citibank, N.A. (“Citibank”).

2.21. “Fairness Hearing” means the final hearing, held after the Preliminary Approval order is issued, to be held before the Court to determine whether the Settlement should be approved as fair, reasonable and adequate pursuant to Rule 23(e)(2); whether the Judgment should be entered; and whether the motion for award of Attorneys’ Fees and Expenses should be granted in whole or in part.

2.22. “Final and Non-Appealable” means that the Judgment approving this Settlement Agreement and the proposed class settlement contemplated under this Settlement Agreement are “Final and Non-Appealable” when thirty (30) days have passed after the date of entry of the Judgment without the filing in any court of:

- (i) any motion that would legally extend the time to appeal the Judgment or which challenges or seeks reconsideration, modification or vacation of the Judgment; or
- (ii) if an appeal is filed, the Judgment becomes Final and Non-Appealable when the



appellate court enters an order or judgment dismissing or overruling in its entirety the relief requested and that order or judgment itself becomes final and no longer subject to further review in any court, including but not limited to the issuing court.

2.23. “Final Order and Judgment” and “Final Approval” and “Judgment” shall refer to the Final Order and Judgment issued by the Court as defined in Section IV.B that gives full and final approval to the Agreement, and all aspects of the class settlement therein, and dismissing the Action with prejudice.

2.24. “Notice and Administrative Costs” means the reasonable and authorized costs and expenses of disseminating and publishing Class Notice in accordance with the Preliminary Approval Order and all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement, including but not limited to the fees of the Settlement Administrator and its costs and expenses incurred in mailing of the settlement consideration described below to Class Members. Payment of any expenses of the Settlement Administrator in excess of \$385,000 shall require application and approval by the Court (that is, costs in excess of 110% of the Settlement Administrator’s estimate for the implementation of the notice plan, distribution of class member payments, and other tasks set forth in this Agreement, but not including costs associated with dissemination of residual funds). All Notice and Administrative Costs, however, shall be paid out of the Settlement Fund, and Defendants and each of them shall have

no further responsibility with respect to such costs except with respect to their respective obligations to fund the Settlement Fund.

2.25. “Notice Date” means the date by which the Settlement Administrator completes the mailing of a copy of the Short-Form Notice by first class mail, postage prepaid, to each Settlement Class Member. The Notice Date shall be no later than ninety (90) days after the Court enters the Preliminary Approval Order.

2.26. “Notice of Intention to Appear” shall mean the document that any Class Member must file with the Court if the Class Member has an Objection to the Agreement and wishes to appear at the hearing on the Final Order and Judgment.

2.27. “Objection” shall mean a written notice of objection to any aspect of the Agreement submitted by or on behalf of a Settlement Class Member by following the procedures set forth herein and in the Class Notice.

2.28. “Objection Deadline” shall mean the deadline to be set in the Preliminary Approval Order by which an Objection must be filed with the Court.

2.29. “Opt Out” or “Request for Exclusion” shall mean a request by a Class Member to be excluded from the Settlement Class and from the settlement provisions set forth in this Agreement by following the procedures set forth herein and in the Class Notice.

2.30. “Opt-Out Deadline” or “Request for Exclusion Deadline” means the last date on which a Class Member may request to be excluded from the Settlement

Class and thereafter not be bound by the Settlement Agreement or any aspect thereof, but also not be entitled to share in any of the compensation available to Settlement Class Members pursuant to the Settlement Agreement.

2.31. “Opt-Out List” means the list compiled by the Settlement Administrator identifying those members of the Settlement Class who properly Opt Out.

2.32. “Parties” shall refer collectively to Plaintiffs and Defendants.

2.33. “Party” shall mean any one of the “Parties.”

2.34. “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, affiliates, attorneys, predecessors, successors, representatives, insurers and/or assignees.

2.35. “Plaintiffs” means Robin Altobelli, F. Dayle Andersen, Bruce James Cannon, Mary Carr and Jan G. Wyers, Yohanes Chitra, Christine Chung, Daniel Corry, John DeRosa, William Dornetto and Russell Ives, Kevin Harris and Pamela Duprez, Michael Hickey, Michael and Denise Holbrook, Fred Kass, James Kotchmar, Robert Kuchar, Joseph Poletti, Edward and Janet Rock, Evi Schulz,

Michael Smith, Ashley Strong, Alucard Taylor, Jason Vaaler, Tony Verzura, Shawn Walker, and Thomas and Carol Whittaker.

2.36. “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

2.37. “Preliminary Approval Order” shall mean the order of the Court preliminarily approving this Agreement as defined in Section IV.A.

2.38. “Released Claims” shall mean the claims released under this Agreement as set forth in more detail in Section VIII below. Without otherwise limiting the foregoing, Released Claims do not include any claims for personal injury and/or property damage.

2.39. “Released Parties” shall mean Defendants, any individual or entity, including authorized GM dealerships, involved in any way in the design, manufacture, advertising, marketing, distribution, sale, and/or service of any of the Class Vehicles purchased or leased by the Class Members, as well as all of these individuals’ and entities’ past, present, and future employees, officers, directors, shareholders, owners, partners, members, joint venturers, managers, representatives, adjusters, attorneys, agents, consultants, insurers, excess insurers, reinsurers, indemnitors, contractors, employers, affiliates, divisions, partnerships, independent contractors, servants, parents, subsidiaries, related entities, predecessors, successors, assignors, assignees, including but not limited to, successors or predecessors by

merger, and any other person or entity who has, had, or could have legal responsibility relating to the Released Claims.

2.40. “Remaining Settlement Fund” means that portion of the Settlement Fund that remains after all distributions pursuant to Sections V.A and V.B, after payment of all Attorneys’ Fees and Expenses, Service Awards to the Plaintiffs, Notice and Administrative Costs, Taxes, and Tax Expenses, and after all other Court-approved deductions.

2.41. “Second Distribution Amount” means an amount of money payable to a Class Member from the Remaining Settlement Fund as described in Section V.C of this Settlement Agreement.

2.42. “Service Awards” means the amount sought by application to and approved by the Court and that is payable from the Settlement Fund to Plaintiffs solely from the amount approved by the Court as described in Section VII.B of this Settlement Agreement for commencing this action and subjecting him or herself to the loss of privacy, discovery, and potential appearance at trial.

2.43. “Settlement” means the agreement by the Parties to resolve, on a class-wide basis, the Litigation and all Released Claims as set forth in Section VIII, the terms of which have been memorialized and provided for in this Settlement Agreement.

2.44. “Settlement Agreement” or “Agreement” means this Agreement, including its attached exhibits, which are incorporated herein by reference, duly executed by Class Counsel and Defendants’ counsel, on behalf of the class representatives and Defendants respectively.

2.45. “Settlement Amount” means One Hundred Fifty Million Dollars (\$150,000,000). The Settlement Amount is non-reversionary. Once the Settlement becomes Final and Non-Appealable, the Defendants shall have no ability to get back any of the Settlement Amount, including any portion of the Remaining Settlement Fund.

2.46. “Settlement Class” or “Settlement Class Members” shall mean all persons within the United States who purchased (whether new or used) or leased, other than for resale, a model year 2017, 2018, 2019, 2020, 2021 or 2022 Chevrolet Bolt built and shipped to a dealer on or before August 19, 2021 and who have not received a buyback of their vehicle from General Motors or a General Motors authorized dealer, who do not fall within the exclusions listed in Paragraph 3.2, and/or who do not subsequently submit timely Requests for Exclusion. This definition is intended to exclude from the Settlement Class those customers who already received relief in the form of a buyback.

2.47. “Settlement Fund” means the non-reversionary Settlement Amount, plus all interest and accretions thereto. As explained further below, payments made

to Settlement Class Members through the E-Card Program will be treated as Distribution Amounts already distributed from the Settlement Fund.

2.48. “Settlement Website” means 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.

2.49. “Software Final Remedy” means the software recall remedy through which Defendants will provide advanced software for approximately 22,560 of the Settlement Class Members who have model year 2020-2022 Bolt vehicles. Under the Software Final Remedy, GM dealers will install new advanced diagnostic software designed to detect potential anomalies that might indicate a potentially defective battery by monitoring the battery over 6,214-miles (10,000-kilometers) of use, with state-of-charge capped during that period at 80%. If an anomaly is identified, the software will alert the owner to service their vehicle immediately. The owner or lessee should then contact their dealer to schedule a free battery pack or module replacement. If no anomalies are detected after the initial 6,214-mile (10,000-kilometer) period, the battery will automatically return to a 100% state of charge, indicating diagnostic processes are complete. The software, however, will continue monitoring the battery for the life of the vehicle, even after the vehicle returns to a 100% state of charge. If the Software Final Remedy (i) was applied before March 31, 2024 and (ii) indicates that a battery replacement is necessary

during the initial 6,214-mile (10,000-kilometer) period and (iii) so indicates before March 31, 2025, the resulting battery replacement will include an extended 8-year/100,000-mile limited battery warranty, running from the date of replacement. (GM has reserved the right, for those owners who have been notified that a battery replacement is available but fail to accept a battery replacement within 60 days of receiving that notice, to provide that the 8-year period for the extended warranty will begin to run starting 60 days after receipt of the notice, regardless of whether the battery has been replaced.) Otherwise, and unless these three conditions are satisfied, any battery pack or module replacement or repair (including those indicated by the Software Final Remedy) shall occur under the existing warranty, to the extent it has not expired. Defendants are providing this remedy and the warranty as part of the recall and not as part of the Settlement. For the avoidance of doubt, Vehicles which have battery replacements performed under the Software Final Remedy do not fall into the Battery Replacement Final Remedy group of Vehicles.

2.50. “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority.

2.51. “Uncashed Distribution Amount” means any Distribution Amounts paid by check or other means to a Class Member that are returned to the Settlement



Administrator as undeliverable or that are uncashed, meaning not endorsed and presented to the financial institution or trust company in which the Escrow Account is established by the “Void Date” shown on the Distribution Amount check.

### **III. PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

3.1. Pursuant to Fed. R. Civ. P. 23(e), the Parties hereto agree to the entry of an order, certifying for settlement purposes only, the following Settlement Class:

All persons within the United States who purchased (whether new or used) or leased, other than for resale, a Model Year 2017, 2018, 2019, 2020, 2021 or 2022 Chevrolet Bolt built and shipped to a dealer on or before August 19, 2021 and who have not received a buyback of their vehicle from General Motors or a General Motors authorized dealer.

3.2. Specifically excluded from the Settlement Class are the following Persons: (i) Class Counsel; (ii) Defendants and Defendants’ officers, directors, employees, agents and representatives, and their family members; (iii) the judges who have presided over this Action; and (iv) any persons who have otherwise released their claims against Defendants set forth in the Action, except that persons who executed a release in connection with the E-Card Program remain part of the Settlement Class and may receive payments under the Settlement as expressly provided in this Settlement Agreement.

3.3. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, Defendants stipulate to the Court entering an order preliminarily certifying the Settlement Class, appointing Plaintiffs as representatives

of the Settlement Class and appointing Class Counsel as counsel for the Settlement Class pursuant to Fed. R. Civ. P. 23(g) and finding that the Plaintiffs and Class Counsel are appropriate representatives of the Settlement Class. Such stipulation by Defendants is without prejudice to the right and ability of Defendants or any of them to contest class certification of any class outside the settlement context, and as noted, nothing contained herein shall be construed as an admission by Defendants of the suitability of Plaintiffs' claims or any of them for class treatment.

3.4. Moreover, Defendants' stipulation shall not constitute in this or any other proceeding an admission by Defendants or any of them of any kind or any determination that certification of a class for trial purposes is appropriate. If the Settlement is not granted final approval or this Settlement Agreement is otherwise terminated or rendered null and void, the certification of the above-described Settlement Class shall be automatically vacated and shall not constitute evidence or any sort of binding determination that that requirements for certification of a class for trial purposes in this or any other action are satisfied in any manner whatsoever. Moreover, in such event, Defendants reserve all rights to challenge certification of any class or subclass for trial purposes in the Action or in any other action on all available grounds as if no Settlement Class had been certified in this Action for purposes of Settlement.

#### **IV. SETTLEMENT APPROVAL – PRELIMINARY APPROVAL ORDER AND FINAL ORDER AND JUDGMENT**

##### **A. Preliminary Approval Order**

4.1. Promptly after execution of this Agreement by all Parties, Class Counsel shall take all reasonable and necessary steps to obtain entry of the Preliminary Approval Order, which is without material alteration from Exhibit 5 hereto, and which provides as follows:

- a. Preliminarily approves this Settlement Agreement;
- b. Schedules a Fairness Hearing to consider the fairness, reasonableness and adequacy of the proposed Settlement under Fed. R. Civ. P. 23(e)(2) and whether it should be finally approved by the Court, such Fairness Hearing to be no earlier than one hundred eighty (180) days after the entry of the Preliminary Approval Order, subject to Court approval;
- c. Finds that the proposed Settlement is sufficiently fair, reasonable and adequate to warrant providing the Class Notice to the Settlement Class;
- d. Appoints the Settlement Administrator in accordance with the provisions of Section VI;
- e. Appoints Class Counsel;
- f. Approves the Class Notice, the content of which is without material alteration from Exhibits 1-3 hereto, and directs notice to be provided in accordance with Section VI.E of this Settlement Agreement;

g. Approves the Claim Form, the content of which is without material alteration from Exhibit 4 hereto, and sets a Claim Deadline;

h. Approves the creation of the Settlement Website as described in Paragraph 6.18;

i. Finds that the Class Notice as provided for in Section VI.E of this Settlement Agreement is: (i) reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice; (ii) reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this litigation and of their right to object to or exclude themselves from (as applicable) the proposed Settlement; and (iii) meets all applicable requirements of applicable law;

j. Requires any Person who wishes to exclude himself/herself/itself from the Settlement Class to submit an appropriate, timely request for exclusion, postmarked no later than one hundred fifty (150) days after the entry of the Preliminary Approval Order, or as the Court may otherwise direct, to the Settlement Administrator at the address on the Notice;

k. Preliminarily enjoins all Settlement Class Members unless they timely exclude themselves from the settlement, from (i) filing, commencing, prosecuting, intervening in or participating as a plaintiff, claimant or class member in any other lawsuit or administrative, regulatory, arbitration or other

proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to this Action or the Released Claims, (ii) filing, commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any Settlement Class Members who have not timely excluded themselves (including by seeking to amend a pending Complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action of the facts and circumstances giving rise to this Action or the Released Claims and (iii) attempting to effect Opt Outs of individuals or a class of individuals in any lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to this Action or the Released Claims. This Settlement Agreement is not, however, intended to prevent Settlement Class Members from participating in any action or investigation initiated by a state or federal agency;

1. Orders that any Settlement Class Member who does not submit an Opt Out will be bound by all proceedings, orders and judgments in this Action;

m. Requires each Settlement Class Member who does not submit an Opt Out and who wishes to object to the fairness, reasonableness or adequacy of this Settlement Agreement or the proposed Settlement or to the Attorneys' Fees and Expenses to file with the Court and serve on Class Counsel and Defendants' Counsel, no later than one hundred twenty (120) days after the entry of the Preliminary Approval Order, or as the Court may otherwise direct, a statement of the objection signed by the Settlement Class Member containing all of the following information:

- i. The case name and number, *In re Chevrolet Bolt EV Battery Litigation*, Case No. 2:20-cv-13256 (E.D. Mich.);
- ii. The objector's full name, address and telephone number;
- iii. The 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 objector in making the objection or who may be seeking 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;

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;

x. Date of the objection; and

xi. 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.

n. Requires any response to an objection to be filed with the Court no later than fifteen (15) days prior to the Fairness Hearing;

o. Specifies that any Settlement Class Member who does not file a timely written objection to the Settlement or who fails to otherwise comply with the requirements of Section X shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise;

p. Requires that any attorney hired by a Settlement Class Member will be hired and compensated at the Settlement Class Member's expense for the purpose of objecting to this Settlement Agreement or to the proposed Settlement or to the Attorney's Fees and Expenses;

q. Requires that any attorney hired by a Settlement Class Member for the purpose of objecting to the proposed Settlement or to the Attorneys' Fees and Expenses and who intends to make an appearance at the Fairness Hearing to provide to Class Counsel and Defense Counsel and to file with the Clerk of the Court a notice of intention to appear no later than 120 days after the entry of the Preliminary Approval Order or as the Court may otherwise direct;

r. Requires any Settlement Class Member who files and serves a written objection and who intends to make an appearance at the Fairness Hearing to provide to Class Counsel and Defense Counsel and to file with the Clerk of the Court a notice of intention to appear no later 120 days after the entry of the Preliminary Approval Order or as the Court may otherwise direct;

s. Directs the Settlement Administrator to establish a post office box in its name to be used for receiving requests for exclusion and any other communications and provides that only the Settlement Administrator, Defense Counsel, the Court, the Clerk of the Court and their designated agents



shall have access to this post office box, except as otherwise provided in this Agreement;

t. Directs the Settlement Administrator to report to the Parties on a weekly basis the names of all Settlement Class Members who have submitted a request for exclusion and provide copies of any and all written requests for exclusion, beginning thirty (30) days after the Notice Date;

u. Directs that Class Counsel shall file their Attorneys' Fee and Expense Application in accordance with the terms set forth in Section VII.A.

v. Orders the Settlement Administrator to provide a list of all Settlement Class Members who have submitted a request for exclusion to Class Counsel no later than ten (10) days prior to the Fairness Hearing, and then file with the Court the list of all Settlement Class Members who have submitted a request for exclusion along with an affidavit attesting to the completeness and accuracy therefore no later than ten (10) days prior to the Fairness Hearing or on such other date as the Parties may determine; and

w. Contains any additional provisions mutually agreeable to the Parties that might be necessary or advisable in order to implement the terms of this Settlement Agreement and the proposed Settlement.

**B. Final Order And Judgment**

4.2. If this Settlement Agreement (including any modification thereto made with the consent of the Parties as provided for herein) is approved by the Court following the Fairness Hearing scheduled by the Court in its Preliminary Approval Order, the Parties shall request the Court to enter a Final Order and Judgment pursuant to the Federal Rules of Civil Procedure and all applicable laws that, among other things:

a. Finds that the Court has personal jurisdiction over Plaintiffs and all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Settlement and Settlement Agreement and all Exhibits thereto;

b. Certifies the Settlement Class solely for purposes of this Settlement;

c. Grants final approval to this Settlement Agreement as being fair, reasonable and adequate as to all Parties, consistent and in compliance with all requirements of due process and applicable law and in the best interests of all Parties and directs the Parties and their counsel to implement and consummate this Settlement Agreement in accordance with its terms and provisions;

d. Declares this Settlement Agreement and the Final Order and Judgment to be binding on and to have res judicata and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release maintained by or on behalf of Plaintiffs and all other Settlement Class Members, as well as their agents, heirs, executors or administrators, successors and assigns;

e. Finds that the Class Notice as provided for in Section VI.E of this Settlement Agreement: (i) constituted reasonable notice; (ii) constituted notice that was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of this Action, of their right to object to or exclude themselves from the proposed Settlement as applicable, of their right to appear at the Fairness Hearing and of their right to seek relief; (iii) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (iv) met all applicable requirements of due process and any other applicable law;

f. Approves the Claim Form that was distributed to members of the Settlement Class, the content of which was without material alteration from Exhibit 4 hereto;

g. Finds that Class Counsel and Plaintiffs adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;

h. Dismisses the Action now pending before the Court on the merits and with prejudice and without fees or costs except as provided herein, in accordance with the terms of the Final Order and Judgment as set forth herein;

i. Adjudges that Plaintiffs and the Settlement Class Members have conclusively compromised, settled, dismissed and released any and all Released Claims against Defendants and the Released Parties;

j. Approves payment of the Attorneys' Fee and Expenses to Class Counsel in a manner consistent with Section VII.A;

k. Without affecting the finality of the Final Order and Judgment for purposes of appeal, reserves jurisdiction over the Settlement Administrator, Plaintiffs, Class Counsel and each member of the Settlement Class as to all matters relating to the administration, consummation, enforcement and interpretation of the terms of the Settlement Agreement and Final Order and Judgment and for any other necessary purposes;

l. Provides that upon the Effective Date, Plaintiffs and all Settlement Class Members shall be barred from asserting any Released Claims against Defendants or any Released Parties, and any such Settlement

Class Members shall have released any and all Released Claims as against Defendants and all Released Persons;

m. Determines that the Settlement Agreement and the Settlement provided for herein and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession, acknowledgement or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by Defendants or any Released Parties or of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to this Settlement Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the Agreement;

n. Bars and permanently enjoins all Settlement Class Members from (i) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceedings in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to this Action or the Released Claims and (ii) organizing Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other

proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to this Action or the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency;

o. Approves the Opt-Out List and determines that the Opt-Out List is a complete list of all Persons who have timely requested exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Order and Judgment except for members of the Settlement Class who Opt Out but subsequently elect to submit Claim Forms during the Claim Period; and

p. Authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of this Settlement Agreement and all Exhibits hereto as (i) shall be consistent in all material respects with the Final Order and Judgment and (ii) do not limit the rights of the Parties or Settlement Class Members.

4.3. The Parties shall cooperate with each other in good faith to carry out the purposes of and to effectuate this Agreement, and they shall take any and all actions and execute and deliver any and all additional documents reasonably

necessary or appropriate to carry out the terms of this Agreement and the transactions contemplated hereby.

## **V. SETTLEMENT CONSIDERATION**

5.1. In consideration of the release provided for herein and the dismissal of the Action with prejudice, under the terms of the Settlement Agreement, Defendants agree to provide the following benefits to the Settlement Class Members:

### **A. Payment To Settlement Class Members Who Receive The Software Final Remedy**

5.2. Settlement Class Members who have the Software Final Remedy performed on their Class Vehicles shall be entitled to a Distribution Amount of \$1,400.

5.3. Settlement Class Members who registered for the E-Card Program, had the Software Final Remedy performed on their Class Vehicles, and otherwise met the requirements of the E-Card Program, may have elected to receive their Distribution Amount through the E-Card Program, rather than submit a claim to the Settlement Administrator.

5.4. Settlement Class Members who have the Software Final Remedy performed on their Class Vehicles and who did not register for the E-Card Program, or who have the Software Final Remedy performed after the expiration of the E-Card Program, will be entitled to a Distribution Amount of \$1,400, and must submit a claim to the Settlement Administrator in order to receive this Distribution.

5.5. Settlement Class Members who were owners or lessees of Vehicles that are eligible for the Software Final Remedy, but sold their Vehicle or terminated their lease before the Software Final Remedy became available (i.e., before June 13, 2023), will be entitled to a Distribution Amount of \$700.

5.6. Subsequent purchasers or lessees of vehicles that had the Software Final Remedy performed under prior ownership are not entitled to any Distribution Amount.

**B. Payment To Settlement Class Members Whose Vehicles Are Eligible For The Battery Replacement Final Remedy**

5.7. A Settlement Class Member who owns, owned, leases, or leased a Vehicle at any time before preliminary approval of the Settlement Agreement is granted and that has received or is eligible to receive the Battery Replacement Final Remedy will be entitled to a Distribution Amount of \$700, except as set forth in paragraph 5.8 below, and must submit a claim to the Settlement Administrator in order to receive this Distribution.

5.8. If there are multiple valid claims for compensation submitted by Settlement Class Members for a single Vehicle that has received or is eligible to receive the Battery Replacement Final Remedy—i.e., if such a Vehicle changed hands before preliminary approval of this Settlement Agreement is granted, and more than one of the owners or lessees of that Vehicle submits a valid claim—the Settlement Administrator shall divide the \$700 Distribution Amount between the



claimants in proportion to their respective periods of ownership or lease of the Vehicle.

**C. Remaining Settlement Fund**

5.9. For any Uncashed Distribution Amounts, the Settlement Administrator shall mail a second check to the Settlement Class Member. In the event a second check is returned as undeliverable or remains uncashed ninety (90) days after the issuance of the second check, such Uncashed Distribution Amount shall be deemed part of the Remaining Settlement Fund.

5.10. If it is administratively and economically feasible, the Remaining Settlement Fund, if any, will be distributed as a Second Distribution, divided equally among, and distributed to, timely claimants who were at the time of the submission of their claim the current owner or lessee of the Vehicle for which they submitted a claim, except that if a Settlement Class Member failed to cash a first and second check for their Distribution Amount, that Settlement Class Member will not receive a Second Distribution.

5.11. In the event that no Second Distribution is administratively or economically feasible, or if as a result of uncashed Second Distribution checks funds still remain in the Settlement Fund ninety (90) days after the issuance of a Second Distribution, the Parties shall confer and present to the Court a proposal for treatment

of the remaining funds. Such proposal shall be effected if the Court approves it (or approves it in a modified form).

## **VI. NOTICE AND ADMINISTRATION OF THE SETTLEMENT**

6.1. The Parties shall jointly designate a Settlement Administrator to be submitted for approval by the Court for purposes of directing notice to the Class.

### **A. Establishment And Administration Of The Cash Fund As A Qualified Settlement Fund**

6.2. Within forty-five (45) calendar days of the Court's order granting Preliminary Approval of the Settlement and after Defendants receive from Plaintiffs and any other party as needed, all documents required for Defendants to process payment, the Defendants will deposit \$5 million (the Escrow Amount) into an interest-bearing escrow account at Citibank.

6.3. The remainder of the Settlement Amount, less the total value of payments made in connection with the E-Card Program, as detailed above, will be deposited no later than forty-five (45) days after the Settlement becomes Final and Non-Appealable.

6.4. With the exception of payments made in connection with the E-Card Program to customers eligible for the Software Final Remedy, as described in Section V.A, no distributions shall be made to Class Members who file claims until the Settlement becomes Final and Non-Appealable.

6.5. Interim disbursements from the Escrow Amount before the Settlement becomes Final and Non-Appealable for Class Notice and settlement administration costs shall be limited to \$140,000.

6.6. If the Court denies preliminary or final approval or if approval is not upheld on appeal or if the Settlement is terminated by mutual consent of the Parties or if the Defendants terminate the Settlement pursuant to Paragraph 14.4 because a sufficient number of Settlement Class Members have submitted valid requests for exclusion, any funds in Escrow (with interest) shall return to Defendants, less any funds already expended on Class Notice, settlement administration costs, escrow costs and/or taxes due from the Escrow Amount.

6.7. The Settlement Fund shall be established as a Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, pursuant to the subject matter jurisdiction of the Court under Treasury Regulation 1.468B-1(c)(1) and an order to be entered by the Court establishing a QSF within the meaning of Treasury Regulation 1.468B-1. After the Settlement Fund has been deposited into the interest-bearing account at Citibank, the Parties and the Settlement Administrator agree to treat the Settlement Fund as a QSF within the meaning of Treasury Regulation 1.468B-1. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Settlement Fund being a QSF within the meaning of Treasury Regulation 1.468B-1.

6.8. The Settlement Fund shall be held in escrow at Citibank in an interest-bearing deposit account. The Settlement Administrator shall be responsible for the issuance of any checks and/or wire transfers from the Settlement Fund once authorized. Citibank shall charge no fees so long as the Settlement Fund remains in an interest-bearing deposit account. If the Settlement Fund is invested, Citibank shall charge an annual fee of \$25,000 per year, without proration.

6.9. No portion of the Settlement Fund shall be made available to the Settlement Class except as specifically set forth in this Settlement Agreement. Until such time as the Settlement Fund is distributed, the Settlement Class shall not possess any rights to demand or receive any portion of the monies or the escrowed monies or to mortgage, pledge, or encumber the same in any manner. To the extent possible, the terms of the Settlement Agreement shall be construed so as to prevent Plaintiffs from being in constructive receipt, as determined under federal income tax principles of the Settlement Fund. All expenses incurred in administering the Settlement Fund, including without limitation, the fees and expenses of Citibank and Settlement Administrator, shall be paid from the Settlement Fund.

6.10. The Settlement Administrator shall timely and properly file, or cause to be filed, all federal, state, or local tax returns and information returns (together, "Tax Returns") necessary or advisable with respect to the earnings on the funds deposited in the Settlement Fund (including without limitation the returns described in

Treasury Regulation 1.468B-2(k)). Such Tax Returns shall be consistent with this Section and in all events shall reflect that all taxes (including any estimated taxes, earnings, or penalties) on the income earned on the funds deposited in the Settlement Fund shall be paid out of such funds as provided herein.

6.11. In all events, Defendants and Defendants' Counsel shall have no liability or responsibility for the taxes of the Settlement Fund with respect to the Settlement Amount nor the filing of any Tax Returns or other documents with the Internal Revenue Service or any other taxing authority, nor any expenses associated therewith (beyond those expenses being paid from the Settlement Fund as provided herein). In the event any taxes are owed by any of the Defendants or Defendants' Counsel on any earnings on the funds on deposit in the Settlement Fund, such amounts shall also be paid out of the Settlement Fund.

6.12. Taxes with respect to the Settlement Fund 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 the Settlement Administrator out of the Settlement Fund without prior order from the Court or approval by Defendants. The Settlement Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to the Settlement Class any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treasury Regulation 1.468B-2(1)(2)). The Parties agree to cooperate with each

other, and their tax attorneys and accountants to the extent reasonably necessary, to carry out these provisions.

6.13. The Settlement Administrator shall obtain a Federal Taxpayer Identification Number for the Settlement Fund upon the execution of an order by the Court establishing the Settlement Fund. The Settlement Administrator is authorized, upon final distributions of all monies paid in the Settlement Fund, to take appropriate steps to wind down the Settlement Fund and thereafter the Settlement Administrator is discharged from any further responsibility with respect to the Settlement Fund.

**B. Duties Of The Settlement Administrator**

6.14. Promptly after the entry of the Preliminary Approval Order, the Parties will direct the Settlement Administrator to issue Class Notice, receive and appropriately respond to all claims submitted by Settlement Class Members, establish a “Vehicle Claims Center” to receive and appropriately respond to all claims submitted by Settlement Class Members and to otherwise administer the Settlement Agreement. The Vehicle Claims Center will include: (1) personnel assigned to manage the settlement implementation process, including Class Notice; (2) a toll-free telephone number that Settlement Class Members may call to obtain information; (3) a mailing address to which Settlement Class Members shall send all claims; and (4) a website containing information about the Settlement, including claim forms that can be submitted online or downloaded and submitted by mail. All

such costs and expenses related to the administration of this Settlement, whenever paid by Defendants, will be deducted from the Settlement Fund.

**C. CAFA Notice**

6.15. In compliance with the attorney general notification provision of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, within ten (10) days after the motion for Preliminary Approval is filed, the Settlement Administrator shall provide notice of this Settlement to the Attorney General of the United States and the attorneys general of each state or territory in which a Settlement Class Member resides (“CAFA Notice”). The Settlement Administrator will provide copies of such notifications to Class Counsel and Defendants’ Counsel at the time of their submission to the attorneys general.

**D. Notice Deadline**

6.16. No later than the 60 days from the entry of the Preliminary Order, the Settlement Administrator shall cause Notice to the Settlement Class to be disseminated by U.S. mail and the dedicated Settlement Website.

**E. Individual Class Notice Methods**

6.17. Following the Court granting preliminary approval of this Settlement, the Settlement Administrator shall provide by direct U.S. mail to all reasonably identifiable Settlement Class Members a notice substantially in the form attached hereto as Exhibit 2 (“Short-Form Notice”) and make available a Claim Form providing the Class Member with information regarding their entitlement to a

Distribution Amount in connection with the Software Final Remedy or Battery Replacement Final Remedy and an explanation of whether the payment has already been received and if so, why, in the event that payment in connection with the Software Final Remedy was already made pursuant to the E-Card Program. Ex. 4.

6.18. The Settlement Administrator shall further set up and maintain a Settlement Website where Class Members can access a “Long-Form Notice” (substantially in the form attached hereto as Exhibit 1), a Claim Form, a copy of this Settlement Agreement, the operative complaint, and additional information about the Action and Settlement. The Short-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. The Notice shall provide Class Members an opportunity to object to or opt out of the Settlement Agreement.

6.19. The Settlement Administrator shall also send Email Notices substantially in the form attached hereto as Exhibit 3 by email to Settlement Class Members for whom an email address was located.

6.20. For purposes of mailing Notice, GM agrees to provide to the Settlement Administrator within fourteen (14) days of entry of the Preliminary Approval Order all available Settlement Class Vehicles’ VINs, subject to a protective order. The Settlement Administrator shall provide all available contact information, including



all Settlement Class Vehicles' VINs, to R.L. Polk & Company, or a similar third-party entity, which shall be authorized to use that information to obtain the names and most current addresses of Class Vehicle owners through state agencies. Prior to mailing the individual Short-Form Notice, the Settlement Administrator shall conduct an address search through the United States Postal Service's National Change of Address database to update the address information for Class Members.

6.21. The Parties agree that the names and addresses provided to the Settlement Administrator shall not be used for any purpose other than for providing the written notice identified herein and that such names and addresses shall be treated as private and confidential information and not disseminated, in any manner, to anyone other than the Settlement Administrator.

6.22. For all Settlement Class Members for whom the Notice is returned with forwarding address information, the Settlement Administrator shall re-mail the Notice to the new address indicated. For all Settlement Class Members for whom the Notice is returned without forwarding address information, the Settlement Administrator shall perform an advanced address search and re-mail the Notice to the best known address resulting from that search.

6.23. For a period ending ninety (90) days after the Notice Date, the Settlement Administrator shall provide Class Counsel and Defendants with reasonable periodic reports of the total number of Notices sent to Class Members by

email and U.S. mail, along with the numbers of Notices returned as undeliverable. The Settlement Administrator shall communicate with Class Counsel and Defendants regarding delivery of Notice and the number of Settlement Class Members who have responded to the Notice.

**F. Submission Of Claims**

6.24. All claims for compensation must include Proof of Membership in the Settlement Class. Accordingly, in order to obtain a Distribution Amount in connection with the Software Final Remedy or Battery Replacement Final Remedy, a Settlement Class Member must submit a claim to the Settlement Administrator, unless they participated in the E-Card Program. “Proof of Membership in the Settlement Class” means information sufficient to establish that the claimant is a Settlement Class Member, including:

- a. The VIN of the Class Vehicle with respect to which a claim is being made.
- b. Proof of ownership or lease of the vehicle during any time prior to the date of the Preliminary Approval Order.

Claims for payment in connection with the Software Final Remedy or Battery Replacement Final Remedy must include this information.

6.25. Proof of ownership or lease means documentation establishing the time period during which a Settlement Class Member owned or leased a Class Vehicle

and shall be established through submission of vehicle title, vehicle purchase agreement, vehicle lease agreement, dealer invoice, insurance documentation, financing documentation, or vehicle registration documentation sufficient to identify the time period during which the Settlement Class Member has been or was the owner or lessee of the Class Vehicle.

6.26. The Settlement Administrator may reject any claim that does not include the required information, documentation, or certification specified in this Section. The Settlement Administrator may investigate any claim, including by requesting from the Settlement Class Member additional documentation to determine whether the claim is valid. If the Settlement Administrator rejects a claim, it will advise the Settlement Class Member who submitted the claim of the reason(s) for the rejection (e.g., missing information, documentation or certification, ineligibility to submit a claim, claim does not involve a Class Vehicle, etc.). If a claim is rejected due to missing information or documentation, the Settlement Administrator will give the Settlement Class Member thirty (30) days from the date of rejection to resubmit that claim along with additional information, so long as the claim was originally submitted by the deadline to submit the claim. The Settlement Administrator will copy Class Counsel and Defendants' Counsel on all rejected claims.

6.27. Appeals Process for Settlement Class Members. If a Settlement Class Member disputes either the Settlement Administrator's rejection of a claim or the amount to be paid pursuant to a claim, the Settlement Class Member may appeal the Settlement Administrator's decision by submitting the claim, the Settlement Administrator's decision on the claim, and an explanation of the Settlement Administrator's alleged error to the Settlement Administrator within thirty (30) days of the postmark date on the envelope or the date of the email in which the Settlement Administrator sent its decision to the Settlement Class Member. The Settlement Administrator will share all appeals received with Class Counsel and Defendants' Counsel, and shall make a determination of the appeal following its receipt of the Parties' responses to the appeal, but in all cases the Court shall have the final authority to resolve the validity of any claims if the Parties cannot agree.

6.28. Defendants' Right to Challenge Claims. Defendants will have the right to challenge the validity of any claim. The Parties shall meet and confer and work with the Settlement Administrator to resolve the validity of any claims, but the Court shall have the final authority to resolve the validity of any claims if the Parties cannot agree.

6.29. The Settlement Administrator will not review or pay any claims for monetary compensation submitted by a Settlement Class Member more than six (6)

months after the Fairness Hearing. The Parties reserve the right to jointly move the Court to permit late-filed claims.

## **VII. ATTORNEYS' FEES AND EXPENSES, AND SERVICE AWARDS**

### **A. Attorneys' Fees And Expenses**

7.1. The 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 \$52.5 million (35% of the Settlement Amount). Defendants expressly reserve the right to object in whole or in part to any aspect of any filing regarding fees submitted by Plaintiffs' counsel.

7.2. If Class Counsel request payment of any fees or costs before the Effective Date and the Court directs such payment, Class Counsel agree that in the event that the Settlement Agreement does not become final or is overturned or the order awarding fees and expenses is reversed or the total amount of fees and expenses is lowered, then Class Counsel shall within five (5) business days of receiving notice from Defendants' Counsel or from a court of appropriate jurisdiction, refund the fees and expenses, or any portion thereof previously paid, plus interest thereon at the same rate as earned by the account into which the balance of the Settlement Fund is deposited. Class Counsel will provide Defendants' Counsel

with a satisfactory letter of credit and guarantee to that effect before any fees or costs are prepaid.

**B. Service Award For Named Plaintiffs**

7.3. The Parties agree that the Court has authority under this Settlement Agreement to make discretionary Service Awards to each of the Plaintiffs. Defendants agree to not oppose Plaintiffs' application for Service Awards in the amount of \$2,000 for each Plaintiff. Any Service Award awarded by the Court shall be paid solely from the Settlement Fund, within five (5) business days of the Effective Date. Any request for Service Awards will be based on Plaintiffs' time, effort and commitment to this Action, and will not be based or conditioned upon Plaintiffs' support for the Settlement. Any Service Award awarded by the Court will be in addition to the settlement benefits Plaintiffs will receive pursuant to Section IV of this Settlement Agreement.

7.4. The Parties agree that the effectiveness of this Settlement Agreement is not contingent upon the Court's approval of any attorneys' fees and expenses application or Service Award application. If the Court declines to approve, in part or in whole, the application for attorneys' fees and expenses or Service Awards, all remaining provisions of this Settlement Agreement shall remain in full force and effect. No decision made by the Court with respect to fees, expenses or Service Awards, or modification, reversal, or appeal of any decision by the Court concerning

the payment of any attorneys' fees or expenses or Service Awards shall be grounds for termination or cancellation of this Settlement Agreement.

### **VIII. RELEASES**

8.1. Upon the Effective Date, Plaintiffs and each Settlement Class Member, on behalf of themselves and any other legal entity or natural persons who may claim by, through, or under them, shall fully, finally and forever release, relieve, and discharge the Released Parties from and against any and all claims, demands, actions, suits, causes of action, allegations, rights, obligations, costs, losses, interests, debts, penalties, costs, fees, expenses, liabilities, injunctive or declaratory relief, attorneys' fees, and damages of any sort, known and unknown, suspected or unsuspected, fixed or contingent, now existing or hereafter, arising in whole or in part from or in connection with acts or omissions of any of the Defendants and their attorneys that were brought or could have been brought in this Action whether in law or in equity, in tort or contract, or arising under any statute or regulation. The Release shall be given by Plaintiffs and each Class Member on behalf of themselves and their respective legal representatives, heirs, executors, administrators, predecessors, agents, attorneys, successors in interest, insurers, subrogees, transferees, and assignees, in their capacities as such.

8.2. In connection with this Settlement Agreement, Plaintiffs and Settlement Class Members acknowledge that they may hereafter discover claims

presently unknown or unsuspected or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release provided herein. Nevertheless, it is the intention of Class Counsel, Plaintiffs and Settlement Class Members in executing this Settlement Agreement to fully, finally and forever settle, release, discharge and hold harmless all such matters and all claims relating thereto which exist, hereafter may exist or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action, except as otherwise stated in the Settlement Agreement.

8.3. The Plaintiffs expressly understand and acknowledge and all Plaintiffs and Settlement Class Members will be deemed by the Final Order and Judgment to acknowledge and waive and relinquish with respect to such claims, any and all provisions, rights, and benefits of Section 1542 of the Civil Code of the State of California and any and all similar provisions, rights and benefits conferred by any law or any state or territory of the United States or principles of common law that is similar, comparable or equivalent to Section 1542 of the California Civil Code, 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 BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**



8.4. Upon the Effective Date, Defendants release, relieve, and forever discharge Plaintiffs and their attorneys and all other Class Members from and against any and all claims, demands, actions, suits, causes of action, allegations, rights, obligations, costs, losses, interests, debts, penalties, costs, fees, expenses, liabilities, injunctive or declaratory relief, attorneys' fees, and damages of any sort, known and unknown, suspected or unsuspected, fixed or contingent, now existing or hereafter, arising in whole or in part from or in connection with acts or omissions of any of the Released Parties of any and every kind or nature, whether in law or in equity, in tort or contract, or arising under any statute or regulation, based solely upon the institution, prosecution, or settlement of the claims asserted in this Action, except for claims relating to the enforcement of this Settlement Agreement.

8.5. The foregoing releases do not affect or extend to Class Members who opt out or anyone encompassed within the class definition set forth in the complaints in this Action who are not a member of the Settlement Class defined in this Settlement Agreement.

8.6. The Plaintiffs and Settlement Class Members expressly agree that the Final Order and Judgment is, will be and may be raised as a complete defense to and will preclude any action or proceeding encompassed by this Release.

8.7. The Plaintiffs and Settlement Class Members shall not now or hereafter institute, maintain, prosecute, assert and/or cooperate in the institution,

commencement, filing or prosecution of any suit, action and/or proceeding against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters release through this Settlement Agreement.

8.8. With respect to the Settlement Class Members who executed individual releases in connection with the E-Card Program, this Release is cumulative to the individual releases already executed.

8.9. Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement including participation in any of the processes detailed herein.

#### **IX. REQUEST FOR EXCLUSION BY CLASS MEMBERS**

9.1. The Notice shall provide that the Opt-Out Deadline will be 150 days following the entry of the Preliminary Approval Order. In order to opt out, the Settlement Class Member must complete and send to the Settlement Administrator a request for exclusion that is post-marked no later than the Opt-Out Deadline. The request for exclusion shall: (i) state the Settlement Class Member's full name, telephone number, 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 or lease, and (iii) specifically and clearly state his/her/its desire to be excluded from the Settlement and from the Settlement Class. All requests for

exclusion shall be in writing and shall be personally signed by the member of the Settlement Class who is opting out. No other person or entity may opt out for a Settlement Class Member or sign a request for exclusion. Failure to strictly comply with these requirements and to timely submit the request for exclusion will result in the Settlement Class Member being bound by the terms of this Settlement Agreement.

9.2. Opt Outs may be done on an individual basis only; so-called “mass” or “class” opt outs shall not be allowed.

9.3. Any Settlement Class Member who submits a timely request for exclusion shall not: (i) be bound by any orders or judgments entered in this Litigation after the date of exclusion; (ii) be entitled to any relief under, or be affected by, the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement. For the avoidance of doubt, in the event a Settlement Class Member who has had the Software Final Remedy performed on their Class Vehicles prior to March 31, 2024, received payment under the E-Card Program, and executed individual releases submits a timely request for exclusion, such exclusion shall not affect the individual release already executed or the payment under the E-Card Program.

9.4. The Settlement Administrator shall report the names of all Settlement Class Members who have submitted a request for exclusion and provide copies of

any and all written requests for exclusion to the Parties on a weekly basis, beginning thirty (30) days after the Notice Date. Class Counsel shall provide a complete list of the names and addresses of excluded Class Members to the Parties and the Court ten (10) days prior to the final fairness hearing.

9.5. Except for those who timely and properly file a request for exclusion, all other members of the Settlement Class will be deemed to be Settlement Class Members for all purposes under the Settlement Agreement and upon the Effective Date, will be bound by its terms, regardless of whether they file a Claim Form or receive relief.

## **X. OBJECTIONS BY CLASS MEMBERS**

10.1. The Class Notice and the Preliminary Approval Order shall state that any objection to the Settlement or any part of this Settlement Agreement, including any objection to Class Counsel's Attorneys' Fee and Expense Application and/or Service Awards, must be in writing and comply with all the requirements set forth herein and set by the Court in the Preliminary Approval Order and Class Notice.

10.2. The Class Notice shall require that any member of the Class who elects to object to this Settlement Agreement (or any part thereof) or to the motion for Attorneys' Fees and Expenses shall object in a writing signed by the member of the Class who is objecting, which objection shall be filed with the Court and served on

counsel for the Parties, a prescribed number of days before the Fairness Hearing as provided for in the Preliminary Approval Order and/or the Class Notice.

10.3. To state a valid objection to the Settlement, an objecting Settlement Class Member must provide the following information in his, her or its written objection: (i) the case name and number, *In re Chevrolet Bolt EV Battery Litigation*, Case No. 2:20-cv-13256 (E.D. Mich.); (ii) his/her/its full name, current address, and current telephone number; (iii) the 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; (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 (x) the date the objection is signed. 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 have not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection.

10.4. Any Class Member who fails to timely file and serve such written statement and provide the required information will not be permitted to present any objections at the Fairness Hearing and such failure will render any such attempted objection untimely and of no effect, unless otherwise ordered by the Court. All presentations of objections will be further limited by the information listed. A Class Member's mere compliance with the foregoing requirements does not in any way guarantee a Class Member the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of objections at the Fairness Hearing, will be in the sole discretion of the Court.

10.5. The Parties will request that the Court enter an order providing that the filing of an objection allows Class Counsel or Defendant'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.

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

10.7. Any objecting Settlement Class Member who appeals a grant of Final Approval may be required to post an appeal bond.

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

10.9. For the avoidance of doubt, in the event a Settlement Class Member who executed an individual release in connection with the E-Card Program objects to the Settlement pursuant to this Section, such objection shall not affect the individual release already executed or the payment under the E-Card Program.

## **XI. NOTICES**

11.1. All Notices to Class Counsel and Defendants' Counsel required by this Agreement shall be made in writing and communicated by email and United States mail to the following address:

All Notices to Class Counsel shall be sent to:

Gretchen Freeman Cappio  
Ryan McDevitt  
KELLER ROHRBACK L.L.P.  
1201 Third Avenue, Suite 3200  
Seattle, Washington 98101  
Telephone: (206) 623-1900  
Fax: (206) 623-3384  
gcappio@kellerrohrback.com  
rmcdevitt@kellerrohrback.com

E. Powell Miller  
Dennis A. Lienhardt  
THE MILLER LAW FIRM  
950 West University Dr., Suite 300  
Rochester, Michigan 48307  
Telephone: (248) 841-2200  
Fax: (248) 652-2852  
epm@millerlawpc.com  
dal@millerlawpc.com

All Notices to Defendants' Counsel provided herein shall be sent to:

**GM Counsel**

John Nadolenco  
MAYER BROWN LLP  
333 S. Grand Ave., 47th Floor  
Los Angeles, California 90071  
Telephone: (213) 229-5173  
Fax: (213) 625 0248  
jnadolenco@mayerbrown.com

Archis Parasharami  
MAYER BROWN LLP  
1999 K Street NW  
Washington, DC 20006  
Telephone: (202) 263-3328  
Fax: (202) 263 5328  
aparasharami@mayerbrown.com

**LGE Counsel**

Phoebe A. Wilkinson  
HOGAN LOVELLS US LLP  
390 Madison Avenue  
New York, New York 10017  
Telephone: (212) 918-3000  
Fax: (212)-918-3100  
phoebe.wilkinson@hoganlovells.com

**LG Energy Counsel**

Mark S. Mester  
LATHAM & WATKINS LLP  
330 North Wabash Ave., Suite 2800  
Chicago, Illinois 60611  
Telephone: (312) 876-7700  
Fax: (213) 993-9767  
mark.mester@lw.com

Jason R. Burt  
LATHAM & WATKINS LLP  
555 Eleventh Street, NW, Suite 1000  
Washington, DC 20004  
Telephone: (202) 637-2200  
Fax: (202) 637-2201  
jason.burt@lw.com



11.2. The notice recipients and addresses designated in this Section may be changed by written request.

11.3. Upon the request of any Party, the Parties agree to promptly provide each other with copies of comments, objections, requests for exclusion or other documents or filings received as a result of the Notice.

## **XII. NO ADMISSION OF LIABILITY AND PRESERVATION OF ALL DEFENSES**

12.1. This Settlement Agreement does not constitute an admission as to the merits, validity or accuracy or lack thereof of any of the allegations or claims asserted in the Action.

12.2. The Parties understand and agree that this Settlement Agreement embodies a compromise of disputed claims, and nothing in this Agreement, including the furnishing of consideration hereunder, shall be deemed to constitute an admission, finding or wrongdoing by Defendants, or to give rise to any inference of wrongdoing or admission of wrongdoing or liability, whether factual or legal, in this or any other proceeding.

12.3. Defendants specifically deny any liability or wrongdoing as well as the validity and accuracy of the allegations or the claims asserted in the Action.

12.4. Neither the fact nor the terms of this Settlement Agreement shall be offered or received in evidence in any action or proceeding for any purpose, except

in an action or proceeding to enforce this Agreement or arising out of or relating to any Court order enforcing this Agreement.

12.5. By their agreement thereto, Defendants do not waive any defense or affirmative defenses that they may be entitled to assert in any future litigation.

### **XIII. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

13.1. Counsel for the Parties represent and warrant that they have the authority, on behalf of their clients, to execute, deliver and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by all Parties and constitutes their legal, valid and binding obligation.

### **XIV. WITHDRAWAL AND TERMINATION**

14.1. If the Court fails to (1) issue the Preliminary Approval Order, (2) certify the Settlement Class or (3) enter the Final Order and Judgment, the Parties agree that this Settlement Agreement is voidable by any Party by providing written notice to the other Parties within fifteen (15) days of the Court's action. In such event, subject to the payment of Notice and Administrative Costs to date and as described in Section XI below, each Party shall return to its respective pre-settlement posture without prejudice or waiver to any Party's pre-settlement position on any legal or factual issue.

14.2. Any Party shall also have the option to withdraw from this Settlement Agreement, and to render it null and void, if any of the following occurs:

a. Any objections to the proposed Settlement are sustained and such objection results in Court-ordered changes to the Settlement Agreement that the withdrawing Party deems to be material (e.g., because it increases the cost of the settlement, delays approval and/or implementation of the Settlement, or deprives the withdrawing Party of a benefit of the Settlement);

b. Any attorney general is allowed to intervene in the action and such intervention results in Court-ordered changes to the Settlement Agreement that the withdrawing party deems to be material (e.g., because it increases the cost of the settlement, delays approval and/or implementation of the Settlement, or deprives the withdrawing Party of a benefit of the Settlement);

c. The preliminary or final approval of the Settlement Agreement is not obtained without substantive modification to the proposed preliminary approval order attached as Exhibit 5 to this Settlement Agreement or the proposed final order to be filed in support of final approval, and any modification to such orders requested or stated by the Court as a condition for approval is deemed to be material and is not agreed to by the withdrawing Party (e.g., because it increases the cost of the settlement, delays approval

and/or implementation of the Settlement, narrows the definition of or refuses to certify the Settlement Class or deprives the withdrawing Party of a benefit of the Settlement);

d. Entry of the Final Order and Judgment described in this Settlement Agreement is reversed or modified by an appellate court in a manner that the withdrawing party deems to be material.

For purposes of this Section, any reduction in the amount of Attorneys' Fees and Costs or Service Award requested shall not be deemed a material change to the Settlement Agreement.

14.3. To withdraw from the Settlement Agreement under any provision of this Section, the withdrawing Party must provide written notice of withdrawal to the other Parties' lead counsel and to the Court.

14.4. In the event that the number of Settlement Class Members who submit valid requests for exclusion from the Settlement exceeds a confidential threshold to which the Parties have separately agreed (and which they shall provide under seal to the Court), Defendants will have the exclusive right, at their option, to terminate the Settlement Agreement.

a. To elect to terminate the Settlement Agreement under this provision, Defendants must notify Class Counsel in writing of their election to do so within ten (10) days after the Opt-Out List has been served on the

Parties. If the first Opt-Out List circulated by the Settlement Administrator does not contain sufficient Opt Outs to trigger Defendants' right to terminate, but the Settlement Administrator subsequently provides an updated Opt-Out List containing sufficient Opt Outs to trigger Defendants right to terminate, then Defendants shall have ten (10) days from the circulation of the updated Opt-Out List to exercise that right, and the Parties shall have the right, at their discretion, to request that the Court postpone the Fairness Hearing by the number of days between the provision of the initial and updated Opt-Out Lists.

b. In the event Defendants exercise their right to terminate the Settlement Agreement under this provision, Class Counsel shall have, at their discretion, thirty (30) days or such longer period as agreed to by the Parties to address the concerns of the Opt Outs. If through such efforts the total number on the Opt-Out List subsequently becomes and remains fewer than the confidential threshold the Parties have separately agreed to, Defendants shall withdraw their election to terminate the Settlement Agreement. In no event, however, shall Defendants have any further obligation under this Agreement to any Opt Out unless he/she/it withdraws his/her/its request for exclusion.

14.5. In the event of withdrawal or termination, the Settlement Agreement shall be null and void, shall have no further force and effect with respect to any Party in the Action and shall not be offered in evidence or used in any litigation for any

purpose, including the existence, certification or maintenance of any purported class. Each Party shall return to its pre-settlement posture without prejudice or waiver to any Party's pre-settlement position on any legal or factual issue. This Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Parties, and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter or proposition of law, and shall not be admitted into evidence or otherwise used in any manner for any purpose. Upon withdrawal, any Party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of the Settlement Agreement. Any notice or administrative costs incurred in connection with the Settlement shall be payable by the Parties even if the Court does not grant Final Approval or the Effective Date does not occur.

#### **XV. MISCELLANEOUS PROVISIONS**

15.1. This Settlement Agreement shall not be modified, altered, or amended except in writing signed by all Parties. To the extent there is a conflict between the provisions of this Settlement Agreement, the Preliminary Approval Order, and the Final Approval Order, each such document shall have controlling effect in the following rank order: (1) the Final Approval Order; (2) the Preliminary Approval Order; and (3) this Settlement Agreement.

15.2. This Settlement Agreement may be executed in one or more counterparts and may be exchanged by facsimile, pdf, and/or other imaged signatures, which shall be as effective as original signatures. All executed counterparts taken together shall constitute one and the same instrument. Counsel for the Parties shall exchange among themselves signed counterparts and a complete, assembled counterpart shall be filed with the Court.

15.3. The captions and headings of sections and paragraphs herein are included for convenience only and in no way define, limit, construe or otherwise describe the scope or intent of the provisions of this Settlement Agreement.

15.4. The administration and consummation of the settlement embodied in this Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve and implement the Agreement, including but not limited to the Release. The Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of this Settlement Agreement. By this provision, the Parties do not, however, intend to give the Court authority to change any term or condition of this Agreement over the objection of any Party.

15.5. Under no circumstances shall the Settlement Amount defined in Paragraph 2.45 exceed \$150,000,000.00. The Settlement Amount shall be “ALL-IN” and in full satisfaction of all Settlement costs including, without limitation,

Distribution Amounts, E-Card Program payments, costs of administration of the E-Card Program, Escrow Amount, Notice and Administrative Costs, Remaining Settlement Fund, Service Awards and Attorneys' Fees and Expenses. In no event shall Defendants be obligated to contribute any amount in excess of the Settlement Amount to satisfy their Settlement payment obligations under this Settlement Agreement.

15.6. Except as otherwise provided in this Settlement Agreement, the Parties shall bear their own attorneys' fees and costs and other expenses of the Action and in connection with this Agreement.

15.7. The Parties, their successors and assigns and their counsel agree to cooperate with one another in seeking Court approval of this Settlement Agreement and to use their best efforts to effect the prompt consummation of this Settlement Agreement and the proposed Settlement.

15.8. The drafting of this Agreement and the determination of the terms thereof has been by mutual agreement after arm's-length negotiation, with consideration by and participation of all Parties and their counsel. No provision of this Agreement shall be construed against any Party on the ground that one of the Parties or its counsel drafted the provision. The Parties were represented by competent and effective counsel throughout the course of the settlement negotiations



and in the drafting and execution of this Agreement. There was no disparity in the bargaining power among the Parties.

15.9. This Agreement constitutes the entire, fully integrated agreement among the Parties. This Agreement cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the settlement of the Action. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding concerning any part of all of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

15.10. The Agreement shall be governed by and interpreted according to the laws of the State of Michigan and any applicable federal law.

15.11. If any dispute arises regarding the implementation or interpretation of this Agreement, the Parties agree to use reasonable efforts to resolve the dispute. If no agreement can be reached, the dispute will be submitted to the Court, which will retain continuing jurisdiction to resolve disputes. The Parties do not intend by this provision to give the Court authority to change any term or condition of this Agreement over the objection of a Party.

15.12. In the event any one or more of the provisions contained in the Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not

affect other provisions only if Class Counsel and Defendants mutually elect to proceed as if such invalid, illegal or unenforceable provision had never been included in this Settlement Agreement.

15.13. All time periods set forth in this Agreement shall be computed in calendar days unless otherwise expressly provided. If the date for performance of any act required by or under this Agreement falls on a Saturday, Sunday, or court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the time specified by or under this Agreement.


15.14. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, as well as to correct any inadvertent, non-substantive mistakes or typographical errors contained in this Settlement Agreement, without notice to Class Members except that the Settlement Administrator shall ensure that any such changes to dates are posted on the Settlement Website.


15.15. No delay or failure by any Party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver a Party gives on any one occasion is effective only in that instance and will not be construed as a waiver of any right on any other occasion unless otherwise agreed in writing.

\*\*\*\*\*


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

DATED this 8th day of May, 2024.

By:   
Gretchen Freeman Cappio  
Ryan McDevitt  
KELLER ROHRBACK L.L.P.  
1201 Third Avenue, Suite 3200  
Seattle, Washington 98101  
Telephone: (206) 623-1900  
Fax: (206) 623-3384  
gcappio@kellerrohrback.com  
rmcdevitt@kellerrohrback.com

By:   
E. Powell Miller  
Sharon S. Almonrode  
Peter Muhic  
Dennis A. Lienhardt  
THE MILLER LAW FIRM  
950 West University Dr. Suite 300  
Rochester, MI 48307  
Telephone: (248) 841-2200  
Fax: (248) 652-2852  
epm@millerlawpc.com  
ssa@millerlawpc.com  
pm@millerlawpc.com  
dal@millerlawpc.com

*Interim Co-Lead Counsel*

By:   
John Nadolenco  
MAYER BROWN LLP  
333 S. Grand Ave., 47th Floor  
Los Angeles, California 90071  
Telephone: (213) 229-5173  
Fax: (213) 625 0248  
jnadolenco@mayerbrown.com

By:   
Mark S. Mester  
LATHAM & WATKINS LLP  
330 North Wabash Ave., Suite  
2800  
Chicago, Illinois 60611  
Telephone: (312) 876-7700  
Fax: (213) 993-9767  
mark.mester@lw.com

Archis Parasharami  
MAYER BROWN LLP  
1999 K. Street NW  
Washington, DC 20006  
Telephone: (202) 263-3328  
Fax: (202) 263 5328  
aparasharami@mayerbrown.com

*Counsel for General Motors LLC*

Jason R. Burt  
LATHAM & WATKINS LLP  
555 Eleventh St., NW, Suite 1000  
Washington, DC 20004  
Telephone: (202) 637-2200  
Fax: (202) 637-2201  
jason.burt@lw.com

*Counsel for LG Chem, Ltd.,  
LG Energy Solution, LTD. and  
LG Energy Solution Michigan Inc.*

By: 

Phoebe A. Wilkinson  
HOGAN LOVELLS US LLP  
390 Madison Avenue  
New York, New York 10017  
Telephone: (212) 918-3000  
Fax: (212)-918-3100  
phoebe.wilkinson@hoganlovells.com

*Counsel for LG Electronics, Inc.  
and LG Electronics USA, Inc.*

# **Exhibit 1**

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

**NOTICE OF PROPOSED CLASS SETTLEMENT**

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

**If you bought or leased a Model Year 2017–2022 Chevrolet Bolt EV Vehicle, you might benefit from this class action settlement.**

*Your rights are affected whether you act or not. Read this Notice carefully.*

General Motors LLC (“General Motors” or “GM”) and LG Chem, Ltd., LG Energy Solution, Ltd., LG Energy Solution Michigan, Ltd., LG Electronics, Inc., and LG Electronics U.S.A., Inc. (together, “LG”) (collectively “Defendants”) have reached a class action settlement related to allegations that they manufactured and sold Chevrolet Bolt electric vehicles with allegedly defective battery packs (“Settlement”). The Settlement is with the following class of persons and entities (“Settlement Class” or “Class”), subject to certain exclusions explained more fully below:

all persons and entities within the United States who purchased (whether new or used) or leased, other than for resale, a model year 2017, 2018, 2019, 2020, 2021 or 2022 Chevrolet Bolt built and shipped to a dealer on or before August 19, 2021 and who have not received a buyback of their vehicle from General Motors or a General Motors authorized dealer (“Class Members”).

The purpose of this Notice is to inform you of a proposed Settlement of a class action lawsuit in the United States District Court for the Eastern District of Michigan (“Court”) called *In re Chevy Bolt EV Battery Litigation*, No. 2:20-13256-TGB-CI (E.D. Mich.). You are receiving this Notice because GM’s records and /or vehicle registration records indicate that you might be entitled to claim certain financial benefits offered by this Settlement.

The lawsuit alleges that certain Chevy Bolt EV vehicles (called the Class Vehicles and listed below) have a battery defect that, in rare cases, can cause fires, and were the subject of recalls limiting owners’ and lessees’ use of the Class Vehicles. GM and LG have not been found liable for any claims alleged in the lawsuit and continue to deny the allegations. The Parties, nonetheless, have reached a voluntary settlement to avoid lengthy litigation and provide benefits to Class Members. Class Members may be entitled to compensation if they submit valid and timely claims.

Under the proposed Settlement, and subject to proof of eligibility, GM and LG will provide financial benefits to Class Members.

To qualify for benefits under the Settlement, you must have bought or leased a “Class Vehicle,” which are Model Year 2017–22 Chevrolet Bolt EV Vehicles built and shipped to a dealer on or before August 19, 2021.

The benefits under the Settlement are:

- Defendants have agreed to create a settlement fund of **\$150,000,000** (“Settlement Fund”) from which Class Members may receive monetary compensation under the Settlement.
- Owners and lessees of a Class Vehicle that has received or is eligible for the “Battery Replacement Final Remedy”—under which the Class Vehicle has or is eligible to be provided with a replacement battery—will receive a cash payment of **\$700, subject to certain provisions that apply to vehicles with multiple owners or lessees prior to the preliminary approval of the Settlement.**
- Owners and lessees of a Class Vehicle that has the “Software Final Remedy” performed on their vehicle—under which the Class Vehicle is equipped with advanced diagnostic software designed to detect anomalies that might indicate a potentially defective battery—will receive a cash payment of **\$1,400**. Certain former owners and lessees of these Class Vehicles may also receive

compensation. Subsequent purchasers or lessees of vehicles that have already had the Software Final Remedy performed under prior ownership, however, are not entitled to any compensation under the settlement.

- Once all timely claims are processed, if sufficient funds remain in the Settlement Fund, Settlement Class Members may receive additional compensation.



<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>		
<b>SUBMIT A CLAIM FORM</b>	The <u>only</u> way to get compensation. The deadline to submit a claim form is <b>DEADLINE</b> . Any extension of this date will be posted on the Settlement website.	Read more on Page 10.
<b>EXCLUDE YOURSELF</b>	Get no payment. This is the only option that allows you to ever file or be part of any other lawsuit against GM or LG about the legal claims in this case, now or in the future. The deadline to submit a request for exclusion is <b>DEADLINE</b> .	Read more on Page 11.
<b>OBJECT</b>	To object to the terms of the Settlement, you must remain a member of the Settlement Class—you cannot ask to be excluded. You may object to the Settlement by writing to the Court and Counsel (identified on Pages 13 and 14) and indicating why you do not like the Settlement. The deadline to object is <b>DEADLINE</b> .	Read more on Page 12.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement. The deadline to challenge the fairness of the Settlement is <b>DEADLINE</b> .	Read more on Page 15.
<b>DO NOTHING</b>	If you do nothing, you will still be bound by the terms of the Settlement. Although you will still be entitled to receive the Software Final Remedy and Battery Replacement Final Remedy even if you do nothing, you will not receive any monetary benefits you may be entitled to under the Settlement.	Read more on Page 11.

**Table of Contents**

BASIC INFORMATION ..... 7

1. What is this lawsuit about?..... 7

2. Why is the lawsuit a class action? ..... 7

3. Why is there a Settlement? ..... 7

4. What is the Effective Date of this Settlement?..... 7

WHO IS IN THE SETTLEMENT ..... 8

5. How do I know if I am part of the Settlement? ..... 8

6. Can I receive benefits if I sold my vehicle, or my lease of a Class Vehicle has already terminated?..... 8

7. Can I receive benefits if I bought my vehicle secondhand?..... 8

8. Can I receive benefits if I leased and then purchased my car?..... 8

9. Can I still participate in the Settlement if I participated in GM’s goodwill reimbursement program?..... 9

10. Can I receive benefits if I received a buyback from GM or a GM authorized dealership?..... 9

11. What if I am not sure whether I am included in the Settlement? ..... 9

THE SETTLEMENT BENEFITS – WHAT YOU WILL GET..... 9

12. What are the benefits of this Settlement?..... 9

13. Am I giving anything up in return for my benefits? ..... 10

14. What if I have a claim for property damage or personal injury related to a battery fire?..... 10

HOW TO GET A BENEFIT ..... 10

15. What do I need to do to get the benefits of this Settlement?..... 10

16. What is the deadline to make a claim?..... 11

18.	When will I receive my payment? .....	11
19.	What are the tax implications of receiving a payment? .....	11
20.	What if I do not do anything?.....	11
YOUR RIGHTS – GETTING OUT OF THE SETTLEMENT .....		11
21.	Can I get out of the Settlement? .....	11
22.	How can I exclude myself from the Settlement?.....	11
23.	If I do not exclude myself, can I sue Defendants for the same thing later?.....	12
24.	If I exclude myself, can I still get full benefits from the Settlement?.....	12
25.	If I exclude myself and pursue my case, could I get a larger recovery? .....	12
YOUR RIGHTS – OBJECTING TO THE SETTLEMENT.....		12
26.	Can I tell the court I do not like the Settlement? .....	12
27.	How can I object to the Settlement? .....	12
28.	What is the difference between excluding and objecting? Can I do both?.....	14
YOUR RIGHTS – APPEARING AT THE HEARING.....		15
29.	Can I appear at the Fairness Hearing?.....	15
UNDERSTANDING THE CLASS ACTION PROCESS .....		15
30.	Why am I getting this Notice?.....	15
31.	What is a class action? .....	15
32.	How was this Settlement reached? .....	15
THE LAWYERS REPRESENTING YOU .....		15
34.	I’ve seen solicitation websites from attorneys. Do I need to hire my own attorney to get money from the Settlement?.....	16
35.	How much will the lawyers be paid?.....	16

FINAL APPROVAL OF THE SETTLEMENT ..... 16

    36.    When will the Settlement become final?..... 16

    37.    What happens if the Settlement is not approved?..... 16

MORE INFORMATION ..... 17

    38.    Where can I get more information? ..... 17

## Basic Information

### ***1. What is this lawsuit about?***

This lawsuit, *In re Chevy Bolt EV Battery Litigation*, Case No. 2:20-13256-TGB-CI, is pending in the United States District Court for the Eastern District of Michigan. Judge Terrence G. Berg of the United States District Court for the Eastern District of Michigan is in charge of this case.

A number of plaintiffs (“Plaintiffs”), on behalf of themselves and all current and former owners and lessees of Class Vehicles, allege that the Class Vehicles were manufactured and sold with defective batteries that can lead to fires, and that owners and lessees of the Class Vehicles were further harmed by partial recalls that imposed limitations on how they could use their vehicles. Plaintiffs allege claims for fraudulent omission, violation of several states’ consumer protection statutes, breach of warranty, and unjust enrichment and seek various injunctive relief and money damages.

The Defendants in the lawsuit are automaker General Motors and suppliers LG Chem, Ltd., LG Energy Solution, Ltd., LG Energy Solution Michigan, Ltd., LG Electronics, Inc., and LG Electronics U.S.A., Inc. Defendants deny all of Plaintiffs’ allegations of wrongdoing, fault, liability, or damage to Plaintiffs or the Settlement Class, and deny that they acted improperly or wrongfully in any way.

### ***2. Why is the lawsuit a class action?***

In a class action lawsuit, one or more people called class representatives sue on behalf of people who allegedly have similar claims. The people together form a class and each person who allegedly has similar claims is a class member. The Court preliminarily has decided that this lawsuit can be a class action for settlement purposes. However, final certification of the Settlement Class will depend on the Court granting final approval of the Settlement. This means that if the Settlement does not receive final approval by the Court, then Class Members will not get benefits under this Settlement, and some or all Plaintiffs will need to go back to court to pursue their claims, seek to certify a class, and prove their case at trial.

### ***3. Why is there a Settlement?***

Plaintiffs believe that their case is meritorious, but they have agreed to this Settlement because, if it is approved, it will provide benefits to the Class soon while avoiding risks and delay associated with further litigation and trial.

Defendants believe the lawsuit has no merit, but nevertheless are willing to enter into this Settlement to provide extra peace of mind to their customers and to end further litigation, which could be protracted, burdensome, and expensive.

The Court has not decided who is right or wrong in this lawsuit. This proposed Settlement is not, and should not be considered as, evidence of Defendants’ admission of any fault, wrongdoing, or liability whatsoever, nor a concession by Plaintiffs that their suit was without merit.

### ***4. What is the Effective Date of this Settlement?***

The “Effective Date” of this Settlement is forty-five (45) days after the date when the Final Order and Judgment in this Lawsuit is entered by the Court, unless there is an appeal. If there is an appeal, the Effective Date will be 45 days from the date on which any such appeal is terminated in a manner that permits implementation of the Settlement.

For more information regarding final approval of the Settlement, see Questions 36 and 37.

## Who is in the Settlement

### **5. *How do I know if I am part of the Settlement?***

You are a Class Member and part of the Settlement if you purchased or leased in the United States or its territories, a Class Vehicle, that is, a 2017-22 model year Chevrolet Bolt EV vehicle, that was built and shipped to a dealer on or before August 19, 2021, unless you have already received a buyback of your Class Vehicle from GM or a GM authorized dealership.

Excluded from the Settlement Class are: (1) Class Counsel; (2) Defendants and Defendants' officers, directors, employees, agents and representatives, and their family members; (3) the judges who have presided over this lawsuit; and (4) anyone who has already released the claims asserted in this lawsuit against Defendants, except that people who signed a release in connection with the E-Card Program described in Question 12 below remain part of the Settlement Class and may receive payments under the Settlement.

### **6. *Can I receive benefits if I sold my vehicle, or my lease of a Class Vehicle has already terminated?***

If you sold your vehicle, or if your lease has already ended, you can still receive benefits under this Settlement. When you submit a claim form, you will be prompted to indicate whether you still own or lease your vehicle and, if not, the date you sold the vehicle or the lease ended. If your vehicle received or is eligible for the Battery Replacement Final Remedy, based on the time you owned or leased the vehicle, and depending on whether a subsequent owner submits a claim, you will receive a portion of the relevant payment for your vehicle, while the new owner or lessee may receive the other portion. If you obtained the Software Final Remedy for your vehicle before selling it or terminating the lease, you are eligible to receive the applicable payment under the Settlement. If your vehicle became eligible for the Software Final Remedy after you sold it or your lease ended, you are also eligible to receive a payment as described in Question 12 below.

This is intended to ensure that all owners or lessees who believe they experienced risks and inconvenience associated with the vehicle's alleged defect and the subsequent recalls are all compensated fairly.

### **7. *Can I receive benefits if I bought my vehicle secondhand?***

If you bought your vehicle secondhand, you can still receive benefits under this Settlement. When you submit a claim form, you will be prompted to indicate whether you purchased your vehicle secondhand and, if so, the date on which you purchased the vehicle. If your vehicle received or is eligible for the Battery Replacement Final Remedy, based on the time you owned the vehicle, and depending on whether the previous owner or lessee also submits a claim, you are eligible to receive a portion of the relevant payment for your vehicle, while the previous owner or lessee will receive the other portion. If your vehicle is eligible for the Software Final Remedy and you had or will have it performed on the vehicle, you are eligible for the applicable payment under the Settlement, either through the E-Card Program or by submitting a claim in the Settlement. If your vehicle already had the Software Final Remedy performed on it before you obtained it, you are not entitled to any compensation under the Settlement, since your vehicle has already been upgraded with the advanced software.

This is intended to ensure that owners and lessees who believe they experienced risks and inconvenience associated with the vehicle's alleged defect and the subsequent recalls are all compensated fairly.

### **8. *Can I receive benefits if I leased and then purchased my car?***

Yes, you may still receive benefits under the Settlement as applicable to the period of your ownership or lease and the remedy for which your vehicle is eligible.

**9. Can I still participate in the Settlement if I participated in GM's goodwill reimbursement program?**

No. GM's goodwill payment program was offered to 2,490 Chevrolet customers who purchased certain new Chevrolet Bolts in the 2022 calendar year. Those vehicles contained updated battery packs at the time that they were purchased and were never subject to any recall restriction. Thus, these vehicles are either outside the Class, or their owners were not subject to any risk alleged in this lawsuit or recall restrictions.

**10. Can I receive benefits if I received a buyback from GM or a GM authorized dealership?**

No. In some rare cases, GM has bought back Chevrolet Bolt EV vehicles; those owners have already been compensated as part of the buyback transaction and have released their claims, including waiving their rights under this class action.

**11. What if I am not sure whether I am included in the Settlement?**

If you are not sure whether you are included in the Settlement, you may visit [WEBSITE](#). You may also write with questions to the Settlement Administrator at [ADDRESS](#), or call [NUMBER](#).

**The Settlement Benefits – What You Will Get**

**12. What are the benefits of this Settlement?**

If you are a Class Member, you will be eligible to receive one of the following benefits if the Settlement is approved:

- (1) **Battery Replacement Final Remedy Payment.** General Motors is offering a battery replacement remedy for approximately 80,000 of the Class Vehicles, under which the vehicle has received or is eligible to receive a replacement battery. Class Members whose vehicles have received or are eligible to receive a replacement battery under this Battery Replacement Final Remedy will be entitled to a payment of **\$700**. If such a vehicle had multiple owners or lessees prior to preliminary approval of the Settlement, and each submits a timely claim, the payment will be divided between Class Members in proportion to the period of their ownership or lease of the vehicle.
- (2) **Software Final Remedy.** General Motors has provided or will provide approximately 22,560 Class Vehicles with advanced diagnostic software designed to detect anomalies that might indicate a potentially defective battery by monitoring the battery over 10,000 km (6,214 miles) of use, with state-of-charge capped during that period at 80%. The software will continue to monitor the battery for the life of the Class Vehicle after return to a 100% state of charge.

**If an anomaly is identified**, the software will alert the Class Member to service their vehicle immediately, and the Class Vehicle will be provided with a free battery pack or module replacement. If (i) this software remedy was applied to the Class Vehicle before March 31, 2024; (ii) the software remedy indicates that a battery replacement is necessary during the initial 10,000 km (6,214 mile) period; and (iii) so indicated before March 31, 2025, the resulting battery replacement will also include an extended 8-year/100,000-mile limited battery warranty, running from the date of replacement. General Motors has reserved the right, for those owners who have been notified that a battery replacement is available but fail to accept a battery replacement within 60 days of receiving that notice, to provide that the 8-year period for the extended warranty will begin to run starting 60 days after receipt of the notice, regardless of whether the battery has been replaced.

**If no anomalies are detected** after the 10,000 km (6,214 miles), the battery will automatically return to a 100% state of charge, indicating diagnostic processes are complete.

- (3) **Software Final Remedy Payment.** In connection with the Software Final Remedy detailed above, Class Members whose vehicles receive the Software Final Remedy will be entitled to a payment of **\$1,400**. Former owners and lessees of vehicles that became eligible for the Software Final Remedy after they sold the vehicle or terminated their lease will be entitled to a payment of **\$700**.

In order to incentivize Class Members to receive the Software Final Remedy as quickly as possible, General Motors has paid some Class Members who receive the Software Final Remedy in full or in part prior to preliminary or final approval of the Settlement through its “E-Card Program.” These Class Members must have executed individual releases in order to receive this E-Card Program payment, and the total amount of payments in connection with the E-Card Program will be deducted from the amount due to be paid into the Settlement Fund (but will be treated as part of the Settlement Fund for all other purposes).

Class Members who received a payment in connection with the Software Final Remedy through the E-Card Program will not be entitled to additional payments through the claims process detailed here, except that they remain eligible to receive any additional benefits approved by the Court, such as a supplemental payment if sufficient funds remain in the Settlement Fund after all timely claims are paid.

***13. Am I giving anything up in return for my benefits?***

Unless you exclude yourself from the Settlement (also called “opting out”), you are part of the Settlement Class. By staying part of the Settlement Class, Court orders will apply to you and you will release your legal claims related to this case. This release means you cannot sue or be part of any other lawsuit against the Defendants, their related companies, or the selling or leasing dealer based upon or in any way related to the alleged defect in Chevrolet Bolt EV batteries. The specific claims and parties you will be releasing are described in full detail in Paragraphs 8.1–8.9 of the Settlement Agreement, available at **WEBSITE**.

Nothing in this Settlement or the final remedies described above supersedes the existing warranties associated with Class Vehicles or their batteries.

***14. What if I have a claim for property damage or personal injury related to a battery fire?***

Claims for property damage or personal injury are not released as part of this Settlement.

**How to Get a Benefit**

***15. What do I need to do to get the benefits of this Settlement?***

In order to obtain either the Software Final Remedy Payment or the Battery Replacement Final Remedy Payment, unless you received payment under the E-Card Program, you must fill out and send to the Settlement Administrator a claim form. The claim form may be obtained at **WEBSITE** or by calling the Settlement Administrator at **NUMBER**. The completed claim form must be sent to the Settlement Administrator by mail at the address below or via the Settlement website postmarked by **DATE**.

*In re Chevy Bolt Battery Litigation* Settlement Administrator

**ADDRESS**

Upon receiving a claim form from a claimant, the Settlement Administrator will review the documentation and confirm or deny the claimant’s eligibility to receive payment.

To remain a Class Member, you do not have to do anything.



**16. What is the deadline to make a claim?**

You must have submitted a complete and valid claim by **DATE, TIME, TIMEZONE**.

You may begin submitting information on **DATE**, although no claims can be finalized or payments made until the Court grants final approval of the Settlement, except for payments under the E-Card Program. For more information about that process, see Question 36.

**17. What supporting documents are needed to make a claim?**

To start your claim, go to **WEBSITE** after **DATE**, and submit your VIN (Vehicle Identification Number). As early as **DATE**, you will be able to submit supporting documentation including (depending on your particular circumstance):

- Vehicle registration,
- Vehicle title,
- Lease contract,
- Driver’s license or other government-issued photo identification.

**18. When will I receive my payment?**

The earliest possible time for payments to begin is **MONTH YEAR**. If the Court grants final approval of the Settlement, eligible claims will be paid on a rolling basis as they are received and approved.

You may elect to receive payment by check or electronic funds transfer (“EFT”).

**19. What are the tax implications of receiving a payment?**

You should consult a tax professional to assess the specific tax implications of any payment you may receive. For example, if you have used your vehicle for business purposes, previously claimed a depreciation deduction on your vehicle, or receive an amount that exceeds the cost of your vehicle, some or all of your payment may be subject to taxation.

**20. What if I do not do anything?**

If you do nothing, you will remain a Class Member. You will still be entitled to receive the Software Final Remedy or the Battery Replacement Final Remedy, but any monetary benefits for which you may qualify can be obtained only by timely submitting a claim form or having participated in the E-Card Program. In return for these benefits, you will be bound by the terms of the Settlement, which means you cannot bring a lawsuit against Defendants for the same claims at issue in this lawsuit.

**Your Rights – Getting Out of the Settlement**

**21. Can I get out of the Settlement?**

You can exclude yourself from the Settlement and the Class. This is also called “opting out.” If you opt out of the Settlement, you will not be entitled to receive the Settlement benefits. However, you will not be bound by any judgment or settlement of this class action lawsuit and will keep your right to sue Defendants independently over any claims you may have.

**22. How can I exclude myself from the Settlement?**

To exclude yourself from the Settlement, you must mail the Settlement Administrator a Request for Exclusion that contains the following information:

- (1) The name of the lawsuit: *In re Chevy Bolt EV Battery Litigation*, No. 2:20-13256-TGB-CI (E.D. Mich.);

- (2) Your full name, current address, and telephone number;
- (3) Your vehicle year and model;
- (4) Your vehicle's Vehicle Identification Number (VIN);
- (5) A clear statement of your intent to exclude yourself from the Settlement (for example, "Please exclude me from the Settlement"); and
- (6) Your signature and the date you signed it.

You must send your Request for Exclusion postmarked no later than **DATE** to the address below:

*In re Chevy Bolt Battery Litigation* Settlement Administrator

**ADDRESS**

If you do not follow these procedures by the deadline to exclude yourself from the Settlement, you will remain a Class Member and lose any opportunity to exclude yourself from the Settlement. This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

***23. If I do not exclude myself, can I sue Defendants for the same thing later?***

No. Unless you exclude yourself, you give up the rights to sue GM or LG for all of the claims that this Settlement resolves.

***24. If I exclude myself, can I still get full benefits from the Settlement?***

No. If you exclude yourself, you will not get any benefits from the Settlement. Under General Motors's recalls related to the Class Vehicles, you will still be able to receive (as applicable) a Battery Replacement Final Remedy or Software Final Remedy, but you will not receive any financial payment in connection with those remedies.

***25. If I exclude myself and pursue my case, could I get a larger recovery?***

The law of most states provides for various remedies, including actual damages, punitive or multiple damages, and rescission, if a claim is proved at trial and upheld on appeal. None of these can be predicted with certainty, and all take additional time and may be subject to offsets or deductions for attorneys' fees and costs. Under Lemon Law-type remedies, offsets for mileage and use are generally deducted. The Settlement is designed to provide benefits that are certain, not subject to the delay and risk of trial and appeal, and not reduced by fees or costs.

**Your Rights – Objecting to the Settlement**

***26. Can I tell the court I do not like the Settlement?***

If you do not exclude yourself from the Settlement Class, you can tell the Court you do not like the Settlement or some part of it by filing an objection to the Settlement. If you object to the Settlement, you remain a Class Member and cannot exclude yourself.

***27. How can I object to the Settlement?***

In order to object, you must mail a written objection and any supporting papers to: (1) the Court, (2) Class Counsel, and (3) each of Defendants' counsel, at the addresses listed below. Your objection must contain the following:

- (1) The name of the lawsuit;
- (2) Your full name, current address, and telephone number;

- (3) Whether, as of the date of the written objection, you currently own or lease or whether you previously owned or leased a 2017-22 model year Chevrolet Bolt EV vehicle; the specific model year(s) and the approximate date(s) or purchase or lease (for example, “I currently own a 2020 Chevy Bolt that I purchased in January 2021.”);
- (4) The Vehicle Identification Number (VIN) of your vehicle(s);
- (5) Specific reasons for your objection, including the factual and legal grounds for your position;
- (6) The name and address of any attorney who is representing you in making the objection or who may be entitled to compensation in connection with the objection;
- (7) A list of any other objections to any class action settlements you or your counsel have submitted to any court, whether State, Federal, or otherwise, in the United States in the previous five (5) years (if none, so state);
- (8) Evidence and supporting papers, if any, that you want the Court to consider in support of your objection;
- (9) Whether you intend to appear at the Fairness Hearing (as described in Question 36), whether you will be represented by separate counsel, and the identity of any such counsel and anyone who will be called to testify in support of the objection; and
- (10) Your signature, the signature of any attorney representing you in connection with the objection, and the date of your signature.

You must file your objection with the Court and mail separate copies to Class Counsel and Defendants’ counsel, by first-class United States Mail, no later than **DATE**.

Your objection must be sent to the Court at the following address:

**United States District Court for the Eastern District of Michigan**  
***In re Chevy Bolt EV Battery Litigation***  
**Case No. 2:20-13256-TGB-CI**  
**Theodore Levin U.S. Courthouse**  
**231 W. Lafayette Blvd., Room 253**  
**Detroit, MI 48226**

The copies to be served on Class Counsel and Defendants’ counsel must be mailed to the following addresses:

**Class Counsel:**

Gretchen Freeman Cappio  
Ryan McDevitt  
KELLER ROHRBACK L.L.P.  
1201 Third Avenue, Suite 3200  
Seattle, Washington 98101  
Telephone: (206) 623-1900  
Fax: (206) 623-3384  
gcappio@kellerrohrback.com  
rmcdevitt@kellerrohrback.com

E. Powell Miller  
Dennis A. Lienhardt  
THE MILLER LAW FIRM  
950 West University Dr., Suite 300  
Rochester, Michigan 48307  
Telephone: (248) 841-2200  
Fax: (248) 652-2852  
epm@millerlawpc.com  
dal@millerlawpc.com

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

**Defendants' Counsel (send to all):**

**GM Counsel**

John Nadolenco  
MAYER BROWN LLP  
333 S. Grand Ave., 47th Floor  
Los Angeles, California 90071  
Telephone: (213) 229-5173  
Fax: (213) 625 0248  
jnadolenco@mayerbrown.com

Archis Parasharami  
MAYER BROWN LLP  
1999 K Street NW  
Washington, DC 20006  
Telephone: (202) 263-3328  
Fax: (202) 263 5328  
aparasharami@mayerbrown.com

**LGE Counsel**

Phoebe A. Wilkinson  
HOGAN LOVELLS US LLP  
390 Madison Avenue  
New York, New York 10017  
Telephone: (212) 918-3000  
Fax: (212)-918-3100  
phoebe.wilkinson@hoganlovells.com

**LG Energy Counsel**

Mark S. Mester  
LATHAM & WATKINS LLP  
330 North Wabash Ave., Suite 2800  
Chicago, Illinois 60611  
Telephone: (312) 876-7700  
Fax: (213) 993-9767  
mark.mester@lw.com

Jason R. Burt  
LATHAM & WATKINS LLP  
555 Eleventh Street, NW, Suite 1000  
Washington, DC 20004  
Telephone: (202) 637-2200  
Fax: (202) 637-2201  
jason.burt@lw.com

If you timely file an objection, it will be considered by the Court at the Fairness Hearing. You do not need to attend the Fairness Hearing in order for the Court to consider your objection. If you do not comply with these procedures and deadline for objection, you will lose your opportunity to have your objection considered at the Fairness Hearing or otherwise contest the approval of the Settlement or to appeal from any order or judgment entered by the Court in connection with the Settlement.

***28. What is the difference between excluding and objecting? Can I do both?***

Excluding yourself means removing yourself from the Settlement altogether—you would not be entitled to receive any benefits pursuant to the Settlement, but you will not be bound by the terms of the Settlement. Objecting means remaining in the Settlement, but complaining about some part of it you do not like. You cannot do both.

## **Your Rights – Appearing at the Hearing**

### ***29. Can I appear at the Fairness Hearing?***

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and Settlement. This is called making an appearance. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you in this lawsuit, you must file a written notice with the Court and serve your notice of intent to appear on the attorneys listed above in Question 27. You must state in that paper, “I intend to appear at the hearing.” The notice of intent to appear must be filed and served no later than **DATE**.

## **Understanding the Class Action Process**

### ***30. Why am I getting this Notice?***

You are receiving this Notice because you may be a member of the Settlement Class. The Court in charge of this case authorized this Notice because Class Members have a right to know about the proposed Settlement of this lawsuit, and to understand all of their options before the Court decides whether or not to approve the Settlement. This Notice summarizes the Settlement and explains Class Members’ legal rights and options under the Settlement, as well as benefits achieved under the Settlement.

### ***31. What is a class action?***

A class action is a representative lawsuit. One or more plaintiffs (who are also called “class representatives”) sue on behalf of themselves and all other people with similar claims, who are not named, but are described in the class definition and are called “class members.” When a class action is settled, the court resolves the issues in the lawsuit for all class members, except for those who exclude themselves from (opt out of) the class. Opting out means that the class member will not receive benefits under the settlement. The opt-out process is described in Question 22 of this Notice.

### ***32. How was this Settlement reached?***

After extensive negotiations, supervised by Judge Jay C. Gandhi (Ret.) (the parties’ mediator), the parties agreed to this Settlement with the proposed class of vehicle owners/lessees. The Settlement, if approved, will resolve the lawsuit brought by owners or lessees of affected Chevrolet Bolt EV vehicles.

A settlement is an agreement between a plaintiff (or multiple plaintiffs) and a defendant (or multiple defendants) to resolve a lawsuit. Settlements end all or part of a lawsuit without a trial, and without the court or a jury ruling in favor of the plaintiff(s) or the defendant(s). A settlement allows the parties to avoid the costs and risks of a trial, and the very significant time delays of litigation.

## **The Lawyers Representing You**

### ***33. Do I have a lawyer in this case?***

Yes. The Court has appointed lawyers to represent all Class Members as “Class Counsel” without charge to you. They are:

**Gretchen Freeman Cappio**  
**Ryan McDevitt**  
KELLER ROHRBACK LLP  
1201 Third Avenue, Suite 3200  
Seattle, WA 98101

**E. Powell Miller**  
**Dennis A. Lienhardt**  
THE MILLER LAW FIRM, P.C.  
950 West University Dr., Suite 300  
Rochester, MI 48307

You will not be charged for contacting these lawyers.

**34. *I've seen solicitation websites from attorneys. Do I need to hire my own attorney to get money from the Settlement?***

No. Class Counsel will represent you at no charge to you, and any fees they are paid will not affect your compensation under this Settlement. If you want to be represented by your own lawyer, you may hire one at your own expense. It is possible that you will receive less money overall if you choose to hire your own lawyer to litigate against Defendants rather than receive compensation from this Settlement.

**35. *How much will the lawyers be paid?***

Class Counsel will apply to the Court for reasonable attorneys' fees and expenses in an amount that will be no more than 35% of the Settlement amount. Any award of attorneys' fees and expenses will be paid out of the total Settlement Fund. Additionally, Class Counsel will apply to the Court for payments of \$2,000 to each of the class representatives for their service to the Class. Any award of payments to the class representatives will be paid out of the total Settlement Fund.

**Final Approval of the Settlement**

**36. *When will the Settlement become final?***

The Court has preliminarily approved the Settlement provided for in the Settlement Agreement. The Settlement will not take effect unless and until: (1) the Court approves the Settlement after the Fairness Hearing and a Final Order and Judgment has been entered by the Court and either (2)(a) the applicable period for the appeal of the Final Order and Judgment has expired without any appeals having been filed, or (b) any such appeals have been resolved in a manner that allows implementation of the Settlement.

The Court has scheduled a Fairness Hearing, to be held on **DATE** at **TIME, TIMEZONE**, to decide whether certification of the Settlement Class is proper; whether the Settlement is fair, adequate, and reasonable; and whether the Settlement should be finally approved. In addition, the Court will consider Class Counsels' application for an award of attorneys' fees and reimbursement of expenses. The Court is located at the United States District Court for the Eastern District of Michigan, Theodore Levin U.S. Courthouse 231 W. Lafayette Blvd., Room 253 Detroit, MI 48226. The Fairness Hearing may be rescheduled to a later time without further notice (in such event, the new hearing date and time will be posted on the Settlement website). You may, but do not have to, attend the Fairness Hearing. If the Court grants final approval of the Settlement and the time to appeal has expired, the Settlement will become final and benefits will be paid or made available to the Class, as applicable.

**37. *What happens if the Settlement is not approved?***

If the Court does not approve the Settlement, Class Members will not be entitled to receive the Settlement benefits described in this Notice. It will be as if no settlement had been reached and no class had been established.

**More Information**

**38. Where can I get more information?**

If you have additional questions regarding this Notice or the Settlement, or if you did not receive Notice in the mail and believe that you may be a member of the Settlement Class, you should contact the Settlement Administrator through the dedicated website for this case by visiting **WEBSITE** or by calling **NUMBER** for more information, or you may communicate directly with Class Counsel by contacting the attorneys listed in Question 33. You should check the website frequently because court dates can and often do change.

This Notice, which has been approved by the Court, is only a summary of the Settlement. If you wish to obtain more detailed information, you may review the Settlement Agreement, which contains the complete terms of the Settlement. The Settlement Agreement, along with the pleadings, records and other papers regarding the lawsuit, are available on the Settlement Administrator's dedicated website for this case (**WEBSITE**) and are on file with the Court and available to be inspected at any time during regular business hours at the Clerk's office.

The Clerk of the Court is located at:

United States District Court  
Eastern District of Michigan  
Clerk's Office  
Theodore Levin U.S. Courthouse  
231 W. Lafayette Blvd., Room 599  
Detroit, MI 48226

**Please do not contact the Court.**

**Date of Notice: **DATE****

# **Exhibit 2**



LEGAL NOTICE

**If you bought or leased  
a Model Year 2017-2022  
Chevrolet Bolt EV  
Vehicle, you might  
benefit from this class  
action settlement.**

*A federal court authorized this Notice.*

1- \_\_\_\_\_  
www.[website].com

*In re Chevy Bolt Battery Litig.* Settlement  
Administrator  
P.O. Box \_\_\_\_\_  
City, ST \_\_\_\_\_ - \_\_\_\_\_

First-Class  
Mail  
US Postage  
Paid  
Permit #\_\_

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «ClaimID» - «MailRec»  
«First1» «Last1»  
«CO»  
«Addr1» «Addr2»  
«City», «St» «Zip»  
«Country»

XXX

A settlement has been proposed in a class action lawsuit against General Motors LLC and LG Chem, Ltd., LG Energy Solution, Ltd., LG Energy Solution Michigan, Ltd., LG Electronics, Inc., and LG Electronics U.S.A., Inc. related to allegations that they manufactured and sold Chevy Bolt EV vehicles with defective battery modules.

**Who is included?** The Settlement includes all persons and entities within the United States who purchased (whether new or used) or leased, other than for resale, a model year 2017, 2018, 2019, 2020, 2021 or 2022 Chevrolet Bolt built and shipped to a dealer on or before August 19, 2021 and who have not received a buyback of their vehicle from General Motors or a General Motors authorized dealer (“Class Members”).

**What does the Settlement provide?** Class Members are eligible to receive: (a) up to \$700 for 2017-2022 vehicles that are eligible for a battery replacement remedy; OR (b) \$700-\$1,400 for 2020-2022 vehicles that receive advanced diagnostic software.

**How do I get benefits?** You must complete and submit a Claim Form by **Month \_\_, 2024**. Claim Forms are available and may be filed online at [www.\[website\].com](http://www.[website].com).

**What are my other options?** If you do not want to be legally bound by the Settlement, you must exclude yourself from it by **Month \_\_, 2024**. Unless you exclude yourself, you will not be able to sue any of the Defendants or related parties for any claim released by the Settlement Agreement. If you do not exclude yourself from the Settlement, you may object and notify the Court that you or your lawyer intend to appear at the Court’s fairness hearing. Objections are due **Month \_\_, 2024**.

**The Court’s Fairness Hearing.** The Court will hold a final fairness hearing in this case (*In re Chevy Bolt EV Battery Litigation*, No. 2:20-cv-13256) on **Month \_\_, 2024**, at **\_\_:00**.m. At this hearing, the Court will decide whether to approve: (1) the Settlement; (2) Class Counsel’s request for attorneys’ fees and expenses; and (3) service awards to each Class Representative.

**Additional details of the Fairness Hearing and the Settlement, an explanation of your rights, and the court filings are available at [www.\[website\].com](http://www.[website].com).**

# **Exhibit 3**

TO:  
FROM:  
SUBJECT: Chevy Bolt EV Battery Settlement

**If you bought or leased a Model Year 2017-2022 Chevrolet Bolt EV Vehicle, you might benefit from this class action settlement.**

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

A settlement has been proposed in a class action lawsuit against General Motors LLC and LG Chem, Ltd., LG Energy Solution, Ltd., LG Energy Solution Michigan, Ltd., LG Electronics, Inc., and LG Electronics U.S.A., Inc. (together, "Defendants") related to allegations that they manufactured and sold Chevy Bolt EV vehicles with defective battery modules.

**Who is included?** The Settlement includes all persons and entities within the United States who purchased (whether new or used) or leased, other than for resale, a model year 2017, 2018, 2019, 2020, 2021 or 2022 Chevrolet Bolt built and shipped to a dealer on or before August 19, 2021 and who have not received a buyback of their vehicle from General Motors or a General Motors authorized dealer ("Class Members").

**What does the Settlement provide?** Class Members are eligible to receive: (a) up to \$700 for 2017-2022 vehicles that are eligible for a battery replacement remedy; OR (b) \$700-\$1,400 for 2020-2022 vehicles that receive advanced diagnostic software, depending on whether the Class Member currently owns or leases the affected vehicle.

**How do I get benefits?** You must complete and submit a Claim Form by **Month \_\_, 2024**. Claim Forms are available and may be filed online at [www.\[website\].com](http://www.[website].com).

**What are my other options?** If you do not want to be legally bound by the Settlement, you must exclude yourself from it by **Month \_\_, 2024**. Unless you exclude yourself, you will not be able to sue any of the Defendants or related parties for any claim released by the Settlement Agreement. If you do not exclude yourself from the Settlement, you may object and notify the Court that you or your lawyer intend to appear at the Court's fairness hearing. Objections are due **Month \_\_, 2024**.

**The Court's Fairness Hearing.** The Court will hold a final fairness hearing in this case (*In re Chevy Bolt EV Battery Litigation*, No. 2:20-cv-13256) on **Month \_\_, 2024, at \_\_:00 .m**. At this hearing, the Court will decide whether to approve: (1) the Settlement; (2) Class Counsel's request for attorneys' fees and expenses; and (3) service awards to each Class Representative.

**Additional details of the Fairness Hearing and the Settlement, an explanation of your rights, and the court filings are available at [www.\[website\].com](http://www.[website].com).**

1-\_\_\_\_-\_\_\_\_-\_\_\_\_  
[www.\[website\].com](http://www.[website].com)

# **Exhibit 4**

Claims can be submitted electronically at [\[INSERT WEBSITE\]](#)

**CLAIM FORM**

*In re Chevy Bolt EV Battery Litigation, No. 2:20-13256-TDB (E.D. Mich.)*

All claims must be postmarked or submitted electronically by \_\_\_\_\_.

**Five Steps** to Make a Claim for Reimbursement(s)

**[1] Please provide the information in the spaces below:**

First Name:	MI:	Last Name:
<input type="text"/>	<input type="text"/>	<input type="text"/>

Address 1:

Address 2:

City:	State:
<input type="text"/>	<input type="text"/>

ZIP Code:  
 -

Email: (The Settlement Administrator may contact you about the Settlement by email.)

Phone:  
 -  -

**Please provide your Vehicle Identification Number (“VIN”) and model year.**

VIN:	Model Year:
<input type="text"/>	<input type="text"/>

**[2] Status of Ownership or Lease: Please select one of the following:**

- I currently own the vehicle and did not purchase it from a lease.
- I currently own the vehicle and purchased it from a lease.
- I currently lease the vehicle.
- I previously owned the vehicle and no longer possess it.
- I previously leased the vehicle and no longer possess it.

**Please enter the date you purchased the vehicle or began leasing the vehicle (MM/DD/YYYY). If you purchased the vehicle from a lease, please enter the date of purchase:**

\_\_\_\_\_

**If you no longer own or lease the vehicle, please enter the date you sold / traded in the vehicle or the date you surrendered the vehicle due to your lease ending (MM/DD/YYYY):**

\_\_\_\_\_

For more information or questions about submitting a claim, please view the Class Notice at [\[INSERT WEBSITE\]](#) or call the Settlement Administrator at \_\_\_\_\_

Claims can be submitted electronically at **[INSERT WEBSITE]**

For 2020-2022 model year vehicles, please enter the date on which the Software Final Remedy was performed (MM/DD/YYYY):

\_\_\_\_\_

[3] **Documentation:** To support your claim, you must provide identification (driver’s license or other government-issued photo identification) AND proof of ownership or lease of the vehicle during any time prior to **[DATE OF PRELIM. APPROVAL ORDER]**. Such documentation of ownership or lease may be:

- Vehicle title;
- Vehicle purchase agreement;
- Vehicle lease agreement;
- Dealer invoice;
- Insurance documentation;
- Financing documentation; or
- Vehicle registration documents

*Note: You may request documentation from the GM dealership where the Software Final Remedy or Battery Replacement Final Remedy was performed.*

[4] **Sign and date.**

I swear that all information supplied in and with this Claim Form, including any separate statement being provided, is true and correct to the best of my knowledge and belief. I agree to participate in the Settlement. I authorize any Authorized Chevrolet or General Motors dealership that serviced my vehicle to release records to the Settlement Administrator and the Defendants in this litigation.

**Signature:** \_\_\_\_\_

**Date:**

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

[5] **Submit:** Submit the completed and signed form with your documentation at **[INSERT WEBSITE]** or mail it to the Settlement Administrator at the following address:

**[INSERT]**

*For more information or questions about submitting a claim, please view the Class Notice at **[INSERT WEBSITE]** or call the Settlement Administrator at \_\_\_\_\_*

# **Exhibit 5**



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

*In re Chevrolet Bolt EV Battery  
Litigation*

Case No. 2:20-13256-TGB-CI

Honorable Terrence G. Berg

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT  
AND APPOINTMENT OF CO-LEAD CLASS COUNSEL**

Plaintiffs Robin Altobelli, F. Dayle Andersen, Bruce James Cannon, Mary Carr and Jan G. Wyers, Yohanes Chitra, Christine Chung, Daniel Corry, John DeRosa, William Dornetto and Russell Ives, Kevin Harris and Pamela Duprez, Michael Hickey, Michael and Denise Holbrook, Fred Kass, James Kotchmar, Robert Kuchar, Joseph Poletti, Edward and Janet Rock, Evi Schulz, Michael Smith, Ashley Strong, Alucard Taylor, Jason Vaaler, Tony Verzura, Shawn Walker, and Thomas and Carol Whittaker (collectively, "Plaintiffs"), on behalf of themselves and the proposed Class, and Defendants General Motors LLC ("General Motors" or "GM"), LG Chem, Ltd., LG Energy Solution Ltd., LG Energy Solution Michigan Inc. (collectively, "LG Chem"), LG Electronics, Inc., and LG Electronics USA, Inc. (collectively, "LGE") (GM, LG Chem, and LGE, collectively, "Defendants"), by

and through their undersigned attorneys, 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

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

IT IS THIS              day of                     , 2024 ORDERED that the Settlement is hereby PRELIMINARILY APPROVED. The Court further finds and orders 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 Plaintiffs, Settlement Class Members, and Defendants.
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.

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 its Exhibits.

7. The Court conditionally certifies, for settlement purposes only, the following Settlement Class:

Any person in the United States who purchased or leased, other than for resale, a 2017, 2018, 2019, 2020, 2021, or 2022 Model Year Chevrolet Bolt built and shipped to a dealer on or before August 19, 2021 and who have not received a buyback of their vehicle from General Motors or a General Motors authorized dealer.

Excluded from the Settlement Class are: (i) Class Counsel; (ii) Defendants and Defendants' officers, directors, employees, agents and representatives, and their family members; (iii) the judges who have presided over this Action; and (iv) any persons who have otherwise released their claims against Defendants set forth in the Action, except that persons who executed a release in connection with the E-Card Program remain part of the Settlement Class and may receive payments under the Settlement as expressly provided in the Settlement Agreement.

8. The Court directs that pursuant to Fed. R. Civ. P. 23(e)(2), a Fairness Hearing will be held on \_\_\_\_\_ [at least 180 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 (a) the certification of the Settlement Class, (b) the designation of Plaintiffs as representatives of the Settlement Class, (c) the designation of Class Counsel as counsel for the Settlement Class, and (d) the settlement; (2) to rule on Class Counsel’s request for an award of attorneys’ fees and reimbursement of costs and for Service Awards to Class 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 Administrator’s websites.

9. The Court hereby appoints the following Plaintiffs as Class Representatives for the Settlement Class: Robin Altobelli, F. Dayle Andersen, Bruce James Cannon, Mary Carr and Jan G. Wyers, Yohanes Chitra, Christine Chung, Daniel Corry, John DeRosa, William Dornetto and Russell Ives, Kevin Harris and Pamela Duprez, Michael Hickey, Michael and Denise Holbrook, Fred Kass, James Kotchmar, Robert Kuchar, Joseph Poletti, Edward and Janet Rock, Evi Schulz,

Michael Smith, Ashley Strong, Alucard Taylor, Jason Vaaler, Tony Verzura, Shawn Walker, and Thomas and Carol Whittaker.

10. The Court finds that the Class Representatives will fairly and adequately protect and represent the interests of all members of the Settlement Class and the interests of the Class Representatives are not antagonistic to those of the Settlement Class. The Class Representatives are represented by counsel who are experienced and competent in the prosecution of complex class action litigation.

11. The Court preliminary finds that the following counsel fairly and adequately represent the interests of the Settlement Class and hereby conditionally appoints The Miller Law Firm, PC and Keller Rohrback, LLP as Co-Lead Class Counsel and McCune Wright Arevalo, LLP, Fine, Kaplan and Black, RPC, Migliaccio & Rathod LLP, Law Offices of Todd M. Friedman, PC, and Chimicles Schwartz Kriner & Donaldson-Smith LLP as Plaintiffs' Steering Committee.

12. Having found that it will likely approve the Settlement and certify the Settlement Class for purposes of settlement with Defendants, the Court hereby directs Class Counsel to give notice of the Settlement to the Settlement Class.

13. The Court appoints KCC, LLC ("KCC") 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. The Settlement Administrator shall be responsible to, without

limitation, (a) issue Class Notice; (b) receive and appropriately respond to all claims submitted by Settlement Class Members; and (c) establish a “Vehicle Claims Center” to receive and appropriately respond to all claims submitted by Settlement Class Members and to otherwise administer the Settlement Agreement. The Vehicle Claims Center will include: (a) personnel assigned to manage the settlement implementation process, including Class Notice; (b) a toll-free telephone number that Settlement Class Members may call to obtain information; (c) a post office box in the Settlement Administrator’s name to which Settlement Class Members shall send all claims and which shall be used for receiving requests for exclusion and any other communications; and (d) a website containing information about the Settlement, including claim forms that can be submitted online or downloaded and submitted by mail. The Settlement Administrator shall also otherwise implement and/or assist with the dissemination of the Settlement Fund.

14. The Settlement Administrator shall report to the Parties on a weekly basis the names of all Settlement Class Members who have submitted a request for exclusion and provide copies of any and all written requests for exclusion, beginning thirty (30) days after the Notice Date.

15. The Settlement Administrator shall provide a list of all Settlement Class Members who have submitted a request for exclusion to Class Counsel no later than ten (10) days prior to the Fairness Hearing, and then file with the Court the list of all

Settlement Class Members who have submitted a request for exclusion along with an affidavit attesting to the completeness and accuracy thereof no later than ten (10) days prior to the Fairness Hearing.

16. The Court has reviewed and finds that the content of the proposed forms of Notice attached as Exhibits 2 and 3 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.

17. 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 Class and finds that the notice plan is the best notice practicable under the circumstances and that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice. The Court further finds that the notice plan is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this litigation and of their right to object to or exclude themselves from (as applicable) the proposed Settlement. 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 cause individual Short Form Class Notice,

substantially in the form attached to the Settlement Agreement as Exhibit 2, to be mailed, by first class mail, to the current or last known addresses of all reasonably identifiable Settlement Class Members. 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. The Settlement Administrator shall complete the mailing of Short Form Notices no later than ninety (90) days after entry of this Order (the “Notice Date”).

18. In conjunction with the above, within ten (10) days after the motion for preliminary approval is filed, the Settlement Administrator shall provide notice of this Settlement to the Attorney General of the United States and the attorneys general of each state or territory in which a Settlement Class Member resides pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715. (“CAFA Notice”). The Settlement Administrator shall provide copies of such notifications to Class Counsel and Defendants’ Counsel at the time of their submission to the attorneys general.

19. Class Counsel is authorized to and shall establish and create a Qualified Settlement Fund within the meaning of Treasury Regulation Section 1.468B-1. The



Settlement Fund shall be held in escrow at Citibank in an interest-bearing deposit account. Defendants shall deposit or cause their insurance carriers to deposit the total sum of \$5,000,000 on behalf of the Defendants within forty-five (45) calendar days of this Order. The remainder of the Settlement Amount, less the total value of payments made in connection with the E-Card Prepayment Program, as detailed in the Settlement Agreement, will be deposited no later than forty-five (45) days after the Settlement becomes final and non-appealable.

20. Defendants' initial payment of \$5,000,000 into the Settlement Fund may be used by Class Counsel to pay the reasonable costs of providing notice to the Settlement Class in accordance with this Order in an amount not to exceed \$385,000 (110% of the Settlement Administrator's estimate for notice costs) without need for further approval from this Court. Distributions in excess of this amount shall require prior application to and approval by the Court.

21. Class Counsel shall file their motion for attorneys' fees, costs, and service awards for the class representatives, and all supporting documentation and papers, by ninety (90) days from the entry of this Preliminary Approval Order.

22. All papers in support of Final Approval of the Settlement shall be filed and served no later than 150 days from the entry of this Preliminary Approval Order, except that, if necessary, any responses by Class Counsel regarding objections may be filed no later than fifteen (15) days prior to the Final Fairness Hearing.

23. Claim Forms must be submitted to the Settlement Administrator no later than 150 days after this Preliminary Approval Order.

24. 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 each of the following, postmarked no later than 120 days after this Preliminary Approval Order:

**Class Counsel:**

E. Powell Miller

Dennis A. Lienhardt

**THE MILLER LAW FIRM**

950 West University Dr., Suite 300

Rochester, Michigan 48307

Gretchen Freeman Cappio

Ryan McDevitt

**KELLER ROHRBACK L.L.P.**

1201 Third Avenue, Suite 3200

Seattle, Washington 98101

**Counsel for GM:**

John Nadolenco

**MAYER BROWN LLP**

333 South Grand Avenue, 47<sup>th</sup> Floor

Los Angeles, CA 90071

Archis Parasharami

**MAYER BROWN LLP**

1999 K Street NW

Washington, DC 20006

**Counsel for LG Chem:**

Mark S. Mester

**LATHAM & WATKINS LLP**

330 North Wabash Ave., Suite 2800

Chicago, Illinois 60611

Jason R. Burt

**LATHAM & WATKINS LLP**

555 Eleventh Street, NW, Suite 1000

Washington, D.C. 20004-1304

**Counsel for LGE:**

Phoebe A. Wilkinson

**HOGAN LOVELLS US LLP**

390 Madison Avenue

New York, New York 10017

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

- i. The case name and number, *In re Chevrolet Bolt EV Battery Litigation*, No. 20-cv-13256 (E.D. Mich.);
- ii. The objecting Settlement Class Member's full name, current address, and current telephone number;
- iii. The 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 Settlement 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 objecting Class Member and all persons (if any) who will be called to testify in support of the objection;
- ix. 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
- x. The date the objection is signed.

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) Any attorney hired by a Settlement Class Member for the purpose of objecting to the proposed Settlement or to the Attorneys' Fees and Expenses and who intends to make an appearance at the Fairness Hearing must provide Class Counsel and Defense Counsel and file with the Clerk of the Court a notice of intention to appear no later than 120 days from the entry of this Order, or as the Court may otherwise direct.

(d) Any Settlement Class Member who files and serves a written objection and who intends to make an appearance at the Fairness Hearing must provide Class Counsel and Defense and file with the Clerk of the Court a notice of intention to appear no later than 120 days after the entry of this Order, or as the Court may otherwise direct.

(e) A Settlement Member's compliance with the foregoing requirements does not in any way guarantee them the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of objections in the Fairness Hearing, will be in the sole discretion of the Court. Subject to this

discretion, an 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.

(f) The filing of an objection by a Settlement Class Member allows Class Counsel or Defendant's Counsel to notice such objector 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.

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

(h) Any objecting Settlement Class Member who appeals a grant of Final Approval may be required to post an appeal bond.

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

(j) Any response to an objection must be filed with the Court no later than fifteen (15) days prior to the Fairness Hearing.

(k) 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, including by appeal or otherwise.

(1) Any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement Agreement, the proposed Settlement or to the Attorneys' Fees and Expenses shall be compensated at the Settlement Class Member's expense.

25. 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 deadline shall run until 150 days after issuance of this Preliminary Approval Order. Any Settlement Class Member who elects to opt out of the Settlement Class shall not: (i) be bound by any orders or judgments entered in this Action after the date of exclusion; (ii) be entitled to any relief under, or be affected by, the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the 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 and post-marked no later than 150 days after the date of this Preliminary Approval Order to the specified address and shall state:



- i. The Settlement Class Member's full name, telephone number, and current address;
- ii. The model year and Vehicle Identification ("VIN") of his/her/its Class Vehicle(s) and the approximate date(s) of purchase or lease; and
- iii. His/her/its desire to be excluded from the Settlement and from the Settlement Class.

All Requests for Exclusion shall be in writing and shall be personally signed by the member of the Settlement Class who is opting out. No other person or entity may opt out for a Settlement Class Member or sign a request for exclusion. Opt Outs may be done on an individual basis only; so-called "mass" or "class" opt outs shall not be allowed.

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

along with an affidavit attesting to the completeness and accuracy therefore no less than ten (10) days before the Fairness Hearing.

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 and by all proceedings, orders and judgments in this Action, including but not limited to the release, and the Final Order and Judgment. Settlement Class Members are preliminarily enjoined from: (i) filing, commencing, intervening in or participating as a plaintiff, claimant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to this Action or the Released Claims; (ii) filing, commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any Settlement Class Members who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, related to or arising out of the claims and causes of action of the facts and circumstances giving rise to this Action or the Released Claims; and (iii) attempting to affect Opt Outs of individuals or a class of individuals in any lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating to or

arising out of the claims and causes of action or the facts and circumstances giving rise to this Action or the Released Claims.

26. 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.

27. 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, the Defendants 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 their respective 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.

28. 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.

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

30. For ease of reference, the following schedule sets forth the deadlines related to the Notice required by this Order, Class Counsel's application for costs, fees, and incentive awards, Class Members' rights to object to or opt out of the Settlement, and the Fairness Hearing in which the Court will determine whether the Settlement should be granted Final Approval:

<b><u>Event</u></b>	<b><u>Date</u></b>
Class Notice Program Begins	60 days after Preliminary Approval Order
Class Notice Program Completed	90 days after Preliminary Approval Order
Deadline for Motion for Attorneys' Fees, Costs, and Incentive Awards	90 days after Preliminary Approval Order
Claim Form Deadline	150 days after Preliminary Approval Order

Objection Deadline	120 days after Preliminary Approval Order
Opt-Out Deadline	150 days after Preliminary Approval Order
Deadline for Report from Settlement Administrator re: Notice Program and Motion for Final Approval	150 days after Preliminary Approval Order
Deadline for Motion for Final Approval of Settlement	150 days after Preliminary Approval Order
Fairness Hearing	180 days after Preliminary Approval Order

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Judge Terrence G. Berg  
United States District Judge

# **Exhibit B**



# GET REPAIRED AND GET \$1,400.\*

BRING YOUR CHEVROLET BOLT IN FOR THIS FREE SAFETY RECALL REPAIR.

[FName],

Your [Year] [Make] [Model] [SAMPLEVIN123ABCDE] is involved in GM safety recall #N212345940. The final recall remedy, referred to as the Software Final Remedy, is available for your vehicle. **If you have this recall remedy completed by X/XX/XX, you can choose to register for the “e-card program” and receive a \$1,400 Visa eReward card (subject to authentication of the VIN/PIN provided below).**

We appreciate your patience as we developed the Software Final Remedy for your vehicle. We are confident that this final resolution will provide you with many more years of enjoyment with your vehicle. You should contact a Chevrolet EV Certified Dealer to arrange an appointment even if your vehicle has received previous software updates.

## HOW TO REGISTER FOR THE E-CARD PROGRAM

You can register for the e-card program and redeem your Visa eRewards card according to the instructions below.\* *If you have already had the Software Final Remedy completed, please skip to Step 2 in the instructions below to receive your e-card.*

- 1 Schedule and complete your repair with your local dealer.
- 2 Visit [chevy.com/boltevccompensation](https://chevy.com/boltevccompensation) and enter the VIN and PIN provided below.
  - VIN: [SAMPLEVIN123ABCDE]
  - PIN: [XXXXX]
- 3 Once you log in, you will be asked to agree to terms and conditions, including a release of claims.
- 4 Enter contact information for where compensation is to be sent.

### WHY YOUR VEHICLE WAS RECALLED AND HOW WE'LL REPAIR IT

Your vehicle may have a lithium-ion battery pack that may in certain circumstances pose a potential risk of fire when charged to full (or very close to full) capacity. The final recall remedy for your vehicle is the Software Final Remedy. Your Chevrolet EV Certified Dealer will install new advanced diagnostic software that will continually monitor the high voltage battery in your vehicle. The software will initially limit your vehicle's high voltage battery to a maximum state-of-charge of 80%. If no potential issues are detected after approximately 6,214 miles (10,000 km) of use, the high voltage battery will automatically return to a maximum state-of-charge of 100% without a return trip to the dealer. After this occurs, the software's advanced diagnostics will continue to monitor your vehicle's battery.

**If the software detects a problem in your vehicle's high voltage battery, you will be alerted via a warning in the driver information center. If this occurs, you should promptly contact your Chevrolet EV Certified Dealer to have the affected high voltage battery module replaced.** Because of service scheduling requirements, it is likely that your dealer will need your vehicle for approximately 1-4 hours.

### SCHEDULE YOUR FREE RECALL REPAIR AND RECEIVE COMPENSATION

Please contact a Chevrolet EV Certified Dealer to schedule an appointment and complete this important **FREE** recall repair. To locate a Chevrolet EV Certified Dealer near you, please either contact the dealer directly to confirm that they can make this EV repair or visit [chevrolet.com/dealer-locator](https://chevrolet.com/dealer-locator), search by City/State, Zip Code, Dealer or Location, and select the filter “EV Sales & Service”. You may have the Software Final Remedy installed at any time, but we encourage you to schedule this **FREE** recall repair for as soon as possible.

[Date]

[Unique\_ID] [Creative\_Code]

RME ©2023 General Motors. All Rights Reserved.





#### PLEASE BE AWARE THAT:

- Chevrolet has created an online portal that offers compensation for immediate completion of this safety recall repair. If you are the owner or lessee of an affected vehicle, schedule and **complete your FREE safety recall repair and register for the e-card program and you will receive a \$1400 payment in the form of a Visa eRewards card.** In order to participate in the e-card program, you must have the Software Final Remedy installed by **X/XX/XX** and register for the e-card program by **X/XX/XX**. Instructions for how to register for the e-card program are provided below, under “How to register for the e-card program.”
- A class-wide settlement in principle has been reached between the parties in a class action lawsuit, *In re Chevrolet Bolt EV Battery* Litigation, No. 2:20-13256-TBG-CI (E.D. Mich.). You are a member of the putative settlement class, meaning you may participate in this settlement unless you choose to opt out. Members of the settlement class who have had the Software Final Remedy installed will receive a payment via check, if and when the settlement is approved. Through this e-card program, however, members of the settlement class—including you—can choose to receive their settlement payments early, prior to preliminary or final approval of the settlement. **If you would prefer to receive payment via check, you may choose not to register for this e-card program and instead wait to receive any final approved settlement payment via check through the court settlement process.** In addition, if you have the Software Final Remedy installed after **X/XX/XX**, you will still be able to receive any final approved settlement payment via check through the court settlement process. Additional details are provided in the Release of Specified Claims, provided at [chevy.com/boltcompensation](https://chevy.com/boltcompensation).
- The date you have the Software Final Remedy installed impacts whether you are eligible for a new 8-year/100,000-mile limited battery warranty in the unlikely event that the software indicates you should have your battery or a battery module replaced. If (i) the Software Final Remedy is installed in your vehicle before March 31, 2024; (ii) the Software Final Remedy indicates that a replacement is necessary during the initial 6,214-mile period; and (iii) the Software Final Remedy indicates that a replacement is necessary before March 31, 2025, the resulting battery pack or battery module replacement will include an extended 8-year/100,000-mile limited battery warranty, running from the date of replacement. Additional details are provided in Paragraph 5(a) of the Release of Specified Claims, provided at [chevy.com/boltcompensation](https://chevy.com/boltcompensation).

#### QUESTIONS?

If you have questions or concerns that a dealer is unable to resolve, please visit [experience.gm.com/recalls/bolt-ev](https://experience.gm.com/recalls/bolt-ev) or contact the [Bolt EV] Concierge team at **1-833-EVCHEVY (1-833-382-4389)**. Hours of operations are Mon.–Fri., 8:00 A.M. to midnight ET and Sat.–Sun., noon to 9:00 P.M. E.T.

Sincerely,

Scott Bell  
Vice President, Chevrolet

\*The e-card program offer is valid from [August 30], 2023 – [November 30, 2023], 2023 on select 2020-2022 Chevrolet Bolt EV and Chevrolet Bolt EUV vehicles. Prepaid Virtual Account is issued by Pathward National Association, Member FDIC, pursuant to a license from Visa U.S.A. Inc. Please note that, per the VISA Virtual Account Use and Fees policy, you must contact Visa Customer Service to access any remaining balance on your Virtual Account beginning the 12th month following the date of activation, and a monthly fee of \$2.50 per month will be applied to the remaining balance of your Virtual Account beginning the 12th month following the date of activation.

[Date]

[Unique\_ID] [Creative\_Code]

RSS ©2023 General Motors.



U.S. Department  
of Transportation





# Exhibit C

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

*In re Chevy Bolt EV Battery Litigation*

No. 2:20-13256-TGB-CI

**DECLARATION OF CARLA PEAK  
IN SUPPORT OF SETTLEMENT  
NOTICE PLAN**

I, Carla Peak, declare as follows:

1. My name is Carla Peak. I have personal knowledge of the matters set forth herein, and if called as a witness I could and would testify competently to them.

2. I am a nationally recognized expert in the field of legal notice and I have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Vice President of Legal Notification Services at KCC Class Action Services, LLC (“KCC”), a firm that specializes in comprehensive class action services, including legal notification, email and postal mailing campaign implementation, website design, call center support, class member data management, claims processing, check and voucher disbursements, tax reporting, settlement fund escrow and reporting, and other related services critical to the effective administration of class action settlements. With more than 30 years of industry experience, KCC has developed efficient, secure and cost-effective methods to properly handle the voluminous data and mailings associated with the noticing, claims processing and disbursement requirements of these matters to ensure the orderly and fair treatment of class members and all parties in interest. KCC has been retained to administer more than 7,000 class actions and distributed settlement payments totaling well over a trillion in assets.

4. This declaration details the Settlement Notice Plan (“Notice Plan”) proposed here for the Settlement in the *In re Chevy Bolt EV Battery Litigation*, No. 2:20-13256-TGB-CI, in the United States District Court for the Eastern District of Michigan.

5. The facts in this declaration are based on my personal knowledge, my conversations with Class Counsel, as well as information provided to me by my colleagues in the ordinary course of my business at KCC.

### **EXPERIENCE**

6. KCC has administered class action administrations for such defendants as HP-Compaq, LensCrafters, United Parcel Service, Ford, Mitsubishi, Nissan, Whirlpool, ATI Video Cards, and Twentieth Century Fox. Further,

7. KCC has been appointed as the notice or claims administrator in several automotive cases. For example: *Adler v. Mercedes-Benz USA, LLC*, No. 14-cv-02349-TEH (N.D. Cal.); *Banks v. Nissan North America, Inc.*, No. 4:11-CV-02022-PJH (N.D. Cal.); *Batista v. Nissan North America, Inc.*, No. 14-cv-24728 (S.D. Fla.); *Bauer v. Toyota Motor Sales, U.S.A. II*, No. BC37501 (Los Angeles County Super. Ct.); *Bonomo v. BMW of North America, LLC*, No. 9:12-cv-80740-DMM (S.D. Fla.); *Case v. American Honda Motor Co.*, No. 19-cv-12368 (Cal Super. Ct.); *Catalano v. BMW NA*, No. 15-cv-044889 (S.D.N.Y.); *Chamberlan v. Ford Motor Co.*, No. C 03-2628 CW (N.D. Cal.); *Corson v. Toyota Motor Sales, U.S.A., Inc.*, No. 12-8499-JGB (C.D. Cal.); *Croxtton v. Ford Motor Co.*, No. MSC02-02311 (Cal. Super. Ct.); *Daniel v. Ford Motor Co.*, No. 11-cv-02890 (E.D. Cal.); *Fox v. Nissan North America, Inc.*, No. CGC-09-490470 (Cal. Super. Ct.); *Gann v. Nissan North America, Inc.*, No. 3:18-cv-00966 (M.D. Tenn.); *Gray v. BMW of North America, LLC*, No. 13-cv-03417 (D. N.J.); *Haddadin v. Mitsubishi Motor Manufacturing of America, Inc. and Mitsubishi Motor Sales of America, Inc.*, No. L-6513-00 (N.J. Super. Ct.); *Howard v. Ford Motor Company*, No. 763785-2 (Cal. Super. Ct.); *In re Ford Motor Co. Spark Plug Litig.*, No. 12-md-02316 (N.D. Cal.); *In re MINI Windshield Actions*, No. 2:10-cv-01151-ABC (PJWx) (C.D. Cal.); *In re Toyota Motor Corp. Unintended Acceleration*

*Marketing, Sales Practices, and Products Liability Litigation*, No. 8:10-ml-02151 (C.D. Cal.); *Marsikyan v. Mercedes-Benz USA, LLC*, No. CV08-04876 AHM (C.D. Cal.); *Meyer v. Nissan North America, Inc.*, No. BC263136 (Cal. Super. Ct.); *Milligan v. Toyota Motor Sales, U.S.A., Inc.*, No. 09-cv-05418 (N.D. Cal.); *Nelson v. Nissan North America, Inc.*, No. 3:17-cv-01114 (M.D. Tenn.); *Norman v. Nissan North America, Inc.*, No. 3:18-cv-00534 (M.D. Tenn.); *Rafofsky v. Nissan North America, Inc.*, No. 2:15-cv-01848 (C.D. Cal.); *Sanborn v. Nissan North America, Inc.*, No. 0:14-cv-62567 (S.D. Fla.); *Seifi v. Mercedes-Benz USA, LLC*, No. 3:12-cv-05493 (N.D. Cal.); *Stringer v. Nissan North America, Inc.*, No. 3:21-cv-00099 (M.D. Tenn.); *Suarez v. Nissan North America, Inc.*, No. 3:21-cv-00393 (M.D. Tenn.); *Szymczak v. Nissan North America, Inc. (In re: Nissan Radiator/Transmission Cooler Litigation)*, No. 7:10-cv-07493-VB (S.D.N.Y.); *Werthwerth v. Nissan North America, Inc.*, No. 3:18-cv-00588 (M.D. Tenn.); and *Williams A. Ambulance, Inc. v. Ford Motor Company*, No. 1:06-CV-776 (E.D. Tex.).

#### **NOTICE PLAN**

8. The Notice Plan is designed to provide notice to the Settlement Class: all persons and entities within the United States who purchased (whether new or used) or leased, other than for resale, a model year 2017, 2018, 2019, 2020, 2021 or 2022 Chevrolet Bolt built and shipped to a dealer on or before August 19, 2021 and who have not received a buyback of their vehicle from General Motors or a General Motors authorized dealer (“Class Members”).

9. Excluded from the Settlement Class are: (1) Class Counsel; (2) Defendants and Defendants’ officers, directors, employees, agents and representatives, and their family members; (3) the judges who have presided over this lawsuit; and (4) anyone who has already released their claims asserted in this lawsuit against Defendants, except that people who signed a release in connection with the E-Card Program.

10. Rule 23 of the Federal Rules of Civil Procedure directs that the best notice practicable under the circumstances must include “individual notice to all members who can be identified through reasonable effort.”<sup>1</sup> The proposed Notice Plan satisfies this requirement. The Notice Plan provides for emailing and mailing individual notice to all Class Members who are reasonably identifiable. In my opinion, providing individual notice to the Class satisfies the requirements of due process, including its “desire to actually inform” requirement.<sup>2</sup>

### *Data Compilation*

11. The Class is estimated to consist of approximately 100,000 Class Members. Upon preliminary approval of the Settlement, Defendants will provide KCC with the Vehicle Identification Number (“VIN”) associated with each vehicle included in this matter. Using the VIN, KCC will utilize the services of a third-party vendor, his Markit (“IHS”), to obtain mailing address and email address data, where possible, for the Class in preparation for mailing.

12. IHS owns, maintains, and compiles proprietary databases of information comprised of titles, registration transfers, and renewals throughout the United States to the extent such information is made available by the fifty states, the District of Columbia, and the Commonwealth of Puerto Rico.<sup>3</sup> All original, intervening non-current and current owners are included in the databases of information.

---

<sup>1</sup> FED. R. CIV. P. 23(c)(2)(B).

<sup>2</sup> “But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected...” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950).

<sup>3</sup> IHS is a premier provider of automotive information solution services to corporations worldwide. It acquired R.L. Polk & Co. in July 2013.

13. As a result of restrictions contained in IHS's data sourcing contracts with the states of California, New Hampshire, Pennsylvania, and Virginia ("Restricted States"), notification to, or in some cases prior approval from, those Restricted States are required when a vehicle owner name and address file is to be released from IHS for class action notices. IHS's Government Relations team is responsible for notifying the applicable state government agencies and, once permission is obtained or notice sent, the lists will be provided to KCC for mailing. Restricted States release data at their sole discretion and can take up to several weeks.

14. KCC will facilitate communication with IHS and arrange for the transfer of data. KCC will then evaluate the email and mailing data, eliminate any exact duplicate name and address records, and perform a high-level review for emailing and mailing preparation (i.e., remove known bad data, correct mailing information where possible, identify any data-related issues, and communicate them to the parties for resolution).

15. Next, KCC will process the data and pre-assign a unique sequential control number to each individual Class Member for use throughout the administration process. Prior to mailing, the addresses will be run through the National Change of Address database ("NCOA")<sup>4</sup> in an effort to obtain the most recent mailing address on file with the United States Postal Service ("USPS") and to standardize the mailing address in accordance with USPS standards.

***Individual Notice***

16. KCC will send an Email Notice to all potential Class Members for whom an email address is identified. Prior to distribution, KCC will perform an email updating process to help

---

<sup>4</sup> The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person's name and known address.

ensure the accuracy of recipient email addresses including mis-transcribed characters and other common hygiene.

17. The Email Notice will be designed to avoid common “red flags” that might otherwise cause spam filters to block or identify the email notice as spam. For example, the Short Form Notice will be contained in the body of the email message rather than as an attachment to avoid spam filters maintained by Internet Service Providers.

18. The email delivery will be attempted three times. The email campaign will return data regarding the number of emails successfully delivered, email open-rates, and email bounce backs.

19. In addition, KCC will send a Postcard Notice via USPS to all potential Class Members for whom a valid postal address is identified.

20. The Postcard Notice will be mailed to Class Members via First Class U.S. Mail. Any Postcard Notices that are returned by the USPS with a forwarding address will be re-mailed to the new address provided and the Class Member database will be updated.

21. Postcard Notices returned by the USPS without a forwarding address will be subject to an address search using a third-party lookup service or “skip-tracing.” Upon successfully locating a better address, a Postcard Notice will be promptly re-mailed and the Class Member database will be updated.

### ***Media Campaign***

22. KCC will implement a media campaign consisting of digital media and a press release. Approximately 675,000 digital media impressions will be purchased and targeted to the email addresses of Class Members who are signed into Google, Gmail, Chrome, Facebook, and Instagram accounts. The digital notices will appear on both desktop and mobile devices, including

tablets and smartphones, in display and native ad formats. All digital media notices will include an embedded link to the settlement website.

23. The digital media campaign will be monitored by KCC's digital specialists to analyze key campaign performance indicators and make real-time modifications, as needed.

24. In addition, KCC will issue a press release to general media outlets and journalists throughout the country, including direct distribution into newsrooms, online syndication, and to over 290,000 journalists, bloggers, & influencers.

### ***Response Mechanisms***

25. A dedicated website will be established for the settlement where Class Members will be able to obtain detailed information about the case. The settlement website will allow visitors to obtain general information about the litigation. For instance, Class Members will be able to view and download the Long Form Notice and other documents and pleadings filed by the parties in conjunction with the Settlement; obtain relevant dates and deadlines; review answers to Frequently Asked Questions; and obtain other pertinent case information. Visitors will also be able to complete and submit a Claim Form online.

26. A settlement-dedicated toll-free Interactive Voice Response system ("IVR") will be established to allow Class Members to access case information via menu-driven prompts. Among other things, the IVR will allow Class Members to listen to answers to frequently asked questions and request to have a copy of the Long Form Notice and Claim Form mailed to them.

27. KCC will also maintain a dedicated case email address for Class Members to use to obtain answers to questions about the Settlement.



## CONCLUSION

28. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, and by case law pertaining to the recognized notice standards under Rule 23. This framework directs that the notice program be reasonably calculated to reach the class and, in a settlement class action notice situation such as this, that the notice or notice program itself not limit knowledge of the availability of benefits—nor the ability to exercise other options—to class members in any way. All these requirements will be met in this case.

29. The Notice Plan described above provides for the best notice practicable under the circumstances of this case, conforms to all aspects of the Rule 23, and comports with the guidance for effective notice set out in the *Manual for Complex Litigation, Fourth*.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 8, 2024, at Ocean City, New Jersey.



---

Carla Peak

# Exhibit D

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

*In re Chevrolet Bolt EV Battery  
Litigation*

No. 2:20-13256-TGB-CI

Honorable Terrence G. Berg  
Magistrate Judge Curtis Ivy

**DECLARATION OF LYNN A. BAKER IN SUPPORT OF PLAINTIFFS'  
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT PURSUANT TO FEDERAL RULE OF CIVIL  
PROCEDURE 23(e)(1)**

I, Lynn A. Baker, declare as follows:

### **I. SUMMARY OF OPINIONS**

1. Plaintiffs have retained me to provide an expert opinion on whether the proposed plan of allocation set out in Section V (“Settlement Consideration”) of the Settlement Agreement (hereafter “Plan of Allocation”) complies with accepted practices and with co-lead counsel’s responsibilities to the class and is fair, adequate, and reasonable. For the reasons set out below, I conclude that the Plan of Allocation does so comply and is fair, adequate, and reasonable.

### **II. CREDENTIALS AND QUALIFICATIONS**

2. I hold the Frederick M. Baron Chair in Law at the University of Texas School of Law, where I have taught as a tenured professor since 1997. I have also been a professor at the University of Arizona College of Law (1992-1997), and have been a visiting professor at Tel Aviv University, Buchman Faculty of Law (2022 and 2019), at Columbia University Law School (1997), and at Rutgers (Camden) University Law School (1997). I began my academic career teaching at the University of Virginia School of Law from 1986 to 1992. Prior to that, I served as a law clerk to Judge Amalya L. Kearsse on the United States Court of Appeals for the Second Circuit in Manhattan (1985-86). I am a 1985 graduate of Yale Law School, where I served as Article & Book Review Editor of the YALE LAW JOURNAL. I am a member of the Bars of the States of Texas (active) and Arizona

(inactive) and of the United States Supreme Court. I am an elected Member of the American Law Institute.

3. As a law professor, one of my principal academic interests has been ethical issues in group litigation and settlement, including issues surrounding the allocation of settlement proceeds. I regularly teach a survey course on Professional Responsibility, which includes substantial discussion of these issues. I also often teach a seminar (titled “Mega-settlements”) which focuses on large-dollar, complex settlements, and which involves extended, in-depth discussion of allocation issues in both class action and mass tort settings. I have frequently appeared as an invited speaker on these issues at symposia, conferences, and continuing legal education programs. My scholarly publications on these issues include: *I Cut, You Choose: The Role of Plaintiffs’ Counsel in Allocating Settlement Proceeds*, 84 VA. L. REV. 1465 (1998) (with Charles Silver); *Mass Tort Remedies and the Puzzle of the Disappearing Defendant*, 98 TEX. L. REV. 1165 (2020); *Aggregate Settlements and Attorney Liability: The Evolving Landscape*, 44 HOFSTRA L. REV. 291 (2016); *Mass Lawsuits and the Aggregate Settlement Rule*, 32 WAKE FOREST L. REV. 733 (1997) (with Charles Silver); and *The Aggregate Settlement Rule and Ideals of Client Service*, 41 S. TEX. L. REV. 227 (1999) (with Charles Silver). These publications have been cited by

numerous commentators and courts, and in leading treatises including the ALI's PRINCIPLES OF AGGREGATE LITIGATION (2010).

4. I have served as an expert or consultant on ethical and/or allocation issues in dozens of large-dollar, large-group settlements, including the BP class action settlement in the U.S. District Court for the Eastern District of Louisiana, the \$4.85 billion nationwide Vioxx settlement in 2007, the \$1.27 billion nationwide Fen-Phen class action settlement (Seventh Amendment) in 2006, numerous settlements involving various other pharmaceuticals and medical devices (including trans-vaginal mesh, Essure, Elmiron, IVC filters, Fosamax, NuvaRing, Risperdal, hip replacement products, Prozac, Yaz/Yasmin, hormone replacement therapy, Paxil, Avandia, Seroquel, Gadolinium, Rezulin, Zyprexa, Ortho Evra, Bextra, Celebrex, Infuse), and many settlements involving various toxins including asbestos, silica, MTBE, ethylene oxide, and Roundup. I have also served as an expert on ethical and/or allocation issues in multiple large-dollar sex abuse settlements involving the University of Michigan and Ohio State University, in the \$800 million October 1 Las Vegas shooting settlement, in various settlements involving the General Motors ignition switch defect, in settlements arising from *In re WorldCom, Inc. Securities Litigation*, in the \$1.7 billion vaping settlements with JUUL in 2022, in the 2023 vaping settlements with Altria, in the \$6 billion global settlement of personal injury claims involving 3M Combat Arms Earplug Devices

in 2023, in the 2018 consumer class action settlement with Wells Fargo, and in the 2023 *Facebook Inc. Consumer Privacy User Profile Litigation* class action settlement.

5. I previously testified in the United States District Court for the Middle District of Pennsylvania as an expert regarding the fairness and reasonableness of the \$17.75 million settlement fund allocation plan in connection with the class settlement, involving more than 3,000 class members, with the Mericle Defendants, approved by that Court on December 14, 2012. *See Wallace v. Powell*, 288 F.R.D. 347, 371 (M.D. Pa. 2012); *see also Wallace v. Powell*, 301 F.R.D. 144, 163 (M.D. Pa. 2014) (related \$2.5 million class settlement with the Provider Defendants, in which I provided an expert report regarding the fairness and reasonableness of the settlement fund allocation plan).

6. I was previously appointed by the U.S. District Court for the Southern District of New York to serve as a Mass Tort Settlement Ethics Advisor. *See In re: Fosamax Products Liability Litigation* (MDL No. 1789) (order entered April 10, 2014). I was also previously appointed by the U.S. District Court for the Southern District of West Virginia to serve as a settlement allocation Special Master. *See In re: Ethicon Inc., Pelvic Repair System Products Liability Litigation* (MDL No. 2327) (Pretrial Order #263, entered July 13, 2017); *In re: C.R. Bard, Inc., Pelvic*

*Repair System Products Liability Litigation* (MDL No. 2187) (Pretrial Order #202, entered Nov. 24, 2015).

7. My fee is \$1300 per hour spent preparing this Declaration and does not depend on the opinion I render here.

8. My full resume is attached as Exhibit 1 to this Declaration.

### **III. DOCUMENTS REVIEWED**

9. When preparing this Declaration, I reviewed the items listed below which were generated in connection with the case in the caption of this Declaration:

- A. The docket in this action;
- B. The Amended Consolidated Class Action Complaint, Dkt. 27 (Sept. 17, 2021); and
- C. A near-final draft of the parties' Stipulation and Agreement of Settlement.

I also reviewed other items, including published scholarly works.

### **IV. RELEVANT BACKGROUND**

I take the following facts from the above-listed documents:

10. The parties have reached a \$150 million settlement covering a class of owners and lessees of the Model Year 2017, 2018, 2019, 2020, 2021, and 2022



Chevrolet Bolt EV Vehicles that were built and shipped to a dealer on or before August 19, 2021.

11. The settlement creates a non-reversionary Settlement Fund of \$150 million. The entire Settlement Fund, minus certain fees, costs, and expenses, is to be allocated to Settlement Class Members.

12. The proposed Plan of Allocation provides for payment to Settlement Class Members based primarily on whether their Vehicles are entitled to a Battery Replacement Final Remedy or a Software Final Remedy. Those owners and lessees whose Vehicles are entitled to a Battery Replacement Final Remedy will receive, in addition to their replacement battery and extended warranty, a payment of \$700. Those owners and lessees whose Vehicles are entitled to a Software Final Remedy and who have it performed on their Vehicles will receive a payment of \$1,400 in addition to the software update and, if necessary, a replacement battery.

13. Additionally, former owners and lessees whose Vehicles are or were entitled to a Software Final Remedy, but who sold their Vehicle or terminated their lease before the Software Final Remedy became available, will receive a payment of \$700.

14. If there are multiple valid claims for compensation submitted by owners or lessees for a single Vehicle that has received or is eligible to receive the Battery Replacement Final Remedy, each owner will be entitled to a portion of the

total \$700 distribution amount, to be divided in proportion to their respective periods of ownership or lease.

## V. ANALYSIS

15. My opinion is that the Plan of Allocation, as described above, is fair, reasonable, appropriate to the circumstances of this proposed class settlement, and consistent with accepted allocation practices in group settlements. I will first describe the background principles that guide me to that opinion, and will then apply those principles to this Plan of Allocation.

16. In the settlement context, one well accepted goal of a compensation plan is to replicate the claimants' expected net recovery at trial, discounted for the uncertainty of a favorable result at trial.<sup>1</sup> Under this standard "economic model" in a group settlement context, claimants with more serious, legally cognizable injuries are to receive larger recoveries than claimants with less serious injuries.

17. Precise "horizontal equity" among claimants, however, must be balanced against the administrative costs of fine-tuning individual awards. This is because courts presiding over class actions, and counsel representing classes, have a fiduciary duty to maximize the funds available for distribution to class members.

---

<sup>1</sup> See, e.g., Charles Silver & Lynn Baker, *I Cut, You Choose: The Role of Plaintiffs' Counsel in Allocating Settlement Proceeds*, 84 VA. L. REV. 1465, 1518-21 (1998). The "economic model" of the settlement process is commonly thought to have originated in George L. Priest & Benjamin Klein, *The Selection of Disputes for Litigation*, 13 J. LEGAL STUD. 1 (1984).

Thus, where precise horizontal equity is impossible or impracticable, it is widely accepted that allocation plans may allocate funds according to an objective metric that is correlated, even if imperfectly, to degree of injury.

18. While here there is ample evidence indicating classwide *injury*, a significant feature of this case is the continuing recall fixes that have provided class members with different degrees of non-monetary relief. Some class members have received or will receive a new battery and extended warranty for their Vehicles—a significant benefit. These class members will also receive a cash payment of \$700 in order to compensate them for the use restrictions, including parking and charging restrictions, placed on their Vehicles through Defendant GM's<sup>2</sup> multiple recalls, as well as for the safety risks these class members were unwittingly subjected to while using the Vehicles.

19. Other class members have received or will receive a software update for their Vehicles. These class members will subsequently receive a battery replacement only if the software update determines that such a remedy is necessary. These class members will also receive a cash payment in order to compensate them for the use restrictions placed on their Vehicles through Defendant GM's multiple recalls, for the 80% cap on charging the Vehicles during

---

<sup>2</sup> While Defendant GM issued the recalls of the Vehicles, the LG Defendants have also been closely involved in developing and supplying the recall remedies.

the period that the monitoring software is effective, and for the safety risks they were unwittingly subjected to while using the Vehicles. Class members who receive a software update remedy will receive a cash payment of \$1,400—double the cash payment to class members who receive a battery replacement.

20. This greater compensation is intended to equitably compensate class members who will not automatically receive the benefit of a replacement battery and will suffer the additional inconvenience of an extended period of Vehicle use with an 80% charging cap. Further, this greater compensation serves to incentivize class members to promptly receive the software update in order to hasten the resolution of any safety issues that the Vehicles present to the public. After repeated trips to the dealership for prior software updates that were not final remedies, class members may not prioritize visiting a dealership to receive the software final remedy without significant financial incentive, which this Settlement provides.

21. In brief, the Plan of Allocation provides different financial compensation to these two groups of claimants based on the different remedies they will receive from Defendants. In my opinion, this allocation of the settlement funds is fair, reasonable, and appropriate.

22. Additionally, the Plan of Allocation takes into account prior and subsequent Vehicle owners and lessees. Class members who purchased or leased

Vehicles after the recall remedy has been performed—either the battery replacement remedy or the software update remedy—will not receive any compensation under the Plan of Allocation. This is because at the time these class members purchased or leased their Vehicles, the battery defect was known and built into the price they paid for the Vehicles.

23. Class members whose Vehicles are or were eligible for the software update remedy, but who terminated their leases or sold their Vehicles prior to the performance of the software update remedy, will receive a distribution amount of \$700, in order to compensate these class members for the inconvenience of the use restrictions placed on their Vehicles through Defendant GM's multiple recalls, and for the safety risks they were unwittingly subjected to while using their Vehicles.

24. Class members whose Vehicles are or were eligible for the battery replacement remedy, but who terminated their lease or sold their Vehicle prior to the performance of the battery replacement remedy, will also be eligible for a cash payment. For class members whose Vehicles are entitled to the battery replacement remedy and are subject to multiple valid claims for compensation (due to multiple, sequential owners/lessees), the \$700 payment will be divided between the claimants in proportion to their respective lengths of ownership, in order to fairly compensate each of these individuals for the use restrictions and safety risks that they were subjected to during their ownership or lease of their Vehicles.

Contemporaneous joint owners or lessees will be treated as a single owner/lessee for purposes of this Settlement and will share in their portion of the relevant Distribution Amount.

25. The Plan of Allocation also contains provisions dealing with unclaimed settlement payments, including uncashed checks. In my view, these provisions of the Plan strike a fair balance between minimizing the costs and burdens of settlement administration and ensuring that Authorized Claimants have a reasonable opportunity to receive their settlement payment.

26. Finally, the Plan of Allocation contains provisions regarding residual funds, including settlement payments that remain unclaimed after the Settlement Administrator's reasonable follow-up efforts. These provisions of the Plan authorize a second distribution of funds to Authorized Claimants if it is practicable, thereby protecting the interest of the Settlement Class in receiving as much as possible of the Net Settlement Fund.

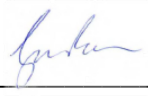
27. If a second distribution is not practicable, the Plan of Allocation contemplates that the Parties will confer and present to the Court a proposal for treatment of the remaining funds, a proposal that can be effected only if the Court approves. This provision, as well as the section of the Plan of Allocation allowing the Court to modify the Parties' proposed handling of any unclaimed payments and

residual funds, preserves, to the greatest extent possible, this Court's ability to oversee and ensure an equitable distribution of funds.

28. In sum, the Plan of Allocation here is, in my opinion, fair, reasonable, and adequate, consistent with accepted allocation practices in recent group settlements, and compliant with co-lead counsel's responsibilities to the class.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct and to the best of my knowledge.

DATED this **1st** day of **May, 2024**.

By:  \_\_\_\_\_

Lynn A. Baker



April 29, 2024

**LYNN A. BAKER**

University of Texas School of Law  
727 East Dean Keeton Street  
Austin, Texas 78705  
512.232.1325 (phone)  
LBaker@law.utexas.edu

**EMPLOYMENT**

---

**UNIVERSITY OF TEXAS SCHOOL OF LAW, Austin, TX**

- Frederick M. Baron Chair in Law (2002 - present)
- Co-Director, Center on Lawyers, Civil Justice, and the Media (2001-2023)
- Thomas Watt Gregory Professor (1997-2002)
- Visiting Professor (Fall 1996)
- Current teaching areas: Professional Responsibility; Mega-settlements (seminar); Colloquium on Current Issues in Complex Litigation (seminar); State and Local Government Law; Property
- Dean's commendation for "especially high student evaluations" in Property (Fall 1999; 120 First Year students)

**VISITING PROFESSOR**

- **Tel Aviv University, Buchmann Faculty of Law**, Tel Aviv, Israel  
(December 2022; Spring 2019)
- **Rutgers University Law School**, Camden, NJ (Spring 1997)
- **Columbia University Law School**, NY, NY (adjunct) (Spring 1997)

**UNIVERSITY OF ARIZONA COLLEGE OF LAW, Tucson, AZ**

- Professor (1994 - 1997)
- Streich Lang Research Fellow (Summer 1993)
- Associate Professor (1992 - 1994)
- Teacher of the Year (1995-96) -- chosen by law school student body

**UNIVERSITY OF VIRGINIA SCHOOL OF LAW, Charlottesville, VA**

Assistant Professor (1986 - 1992)

**HON. AMALYA L. KEARSE, U.S. Court of Appeals for the Second Circuit, NY, NY**

Law Clerk (1985-86 Term)

**SUMMER ASSOCIATE**

- Paul, Weiss, Rifkind, Wharton & Garrison, NY, NY (1985)
- Miller, Cassidy, Larroca & Lewin, Washington, DC (1984)
- Lord, Day & Lord, NY, NY (1983)
- Hastings Center, Hastings-on-Hudson, NY (1983)

**DAVIS, POLK & WARDWELL, NY, NY**

Legal Assistant (1979-80)

## **EDUCATION**

---

### **YALE LAW SCHOOL, New Haven, CT**

J.D. 1985

*Yale Law Journal*, Article & Book Review Editor (1984-85), Editor (1983-84)

*Yale Law & Policy Review*, Editor (1982-83)

### **OXFORD UNIVERSITY (Somerville College), Oxford, England**

Honours B.A. (Philosophy, Psychology & Physiology) 1982

Marshall Scholar (1980-82)

### **YALE UNIVERSITY, New Haven, CT**

B.A. 1978

*Magna cum Laude*, Distinction in Psychology

John Courtney Murray Traveling Fellowship (1978-79)

Independent research in East and West Germany. Awarded by Yale University.

## **LEGAL PUBLICATIONS**

---

### **BOOKS/VOLUMES**

#### **LOCAL GOVERNMENT LAW: CASES AND MATERIALS**

- 6th ed. (2022) and 5<sup>th</sup> ed. (2014) – Foundation Press: NY, NY (with Clayton P. Gillette & David Schleicher)
- 4<sup>th</sup> ed. (2010) and 3<sup>rd</sup> ed. (2004) – Foundation Press: NY, NY (with Clayton P. Gillette)
- 2<sup>nd</sup> ed. (1999) – Little, Brown/Aspen: NY, NY (with Clayton P. Gillette)

#### **TEACHER'S MANUAL, LOCAL GOVERNMENT LAW: CASES AND MATERIALS**

- 6<sup>th</sup> ed. (2022) and 5<sup>th</sup> ed. (2015) – Foundation Press: NY, NY (with Clayton P. Gillette & David Schleicher)
- 4<sup>th</sup> ed. (2010) and 3<sup>rd</sup> ed. (2006) – Foundation Press: NY, NY (with Clayton P. Gillette)
- 2<sup>nd</sup> ed. (1999) – Little, Brown/Aspen: NY, NY (with Clayton P. Gillette)

#### **INNOVATIONS IN COMPLEX LITIGATION AND SETTLEMENT, Special Editor,**

Symposium volume 84 **LAW & CONTEMP. PROBS.**, No. 2, 2021 (252 total pages), in Honor of Francis McGovern (with co-Special Editors Elizabeth Cabraser & Robert Klonoff)

### **ARTICLES, ESSAYS, AND BOOK CHAPTERS**

*Consumer Litigant Finance and Legal Ethics: Empirical Observations from Texas*, 25

**THEORETICAL INQUIRIES IN LAW** \_\_ (forthcoming 2024) (with Anthony J. Sebok)

(symposium on “Third Party Litigation Funding: The Past, The Present and The Future”)

- The “Inherent Powers” of MDL Courts*, 51 **PEPPERDINE L. REV.** 559 (2024) (50th Anniversary Symposium of *Pepperdine Law Review*, “All Rise: The Future of the Federal Judiciary”)
- MDL Myths*, 101 **TEX. L. REV.** 1521 (2023) (with Andrew D. Bradt) (symposium on “Judicial Management of MDLs and Other Consolidations”)
- Anecdotes Versus Data in the Search for Truth about Multidistrict Litigation*, 107 **CORNELL L. REV. ONLINE** 249 (2022) (with Andrew Bradt)
- The Mysterious Market for Post-Settlement Litigant Finance*, 96 **N.Y.U. L. REV. ONLINE** 181 (2021) (with Ronen Avraham & Anthony J. Sebok)
- The MDL Revolution and Consumer Legal Funding*, 40 **REV. LITIG.** 143 (2021) (with Ronen Avraham & Anthony J. Sebok)
- In Defense of Private Claims Resolution Facilities*, 84 **LAW & CONTEMP. PROBS.**, No. 2, 2021, at 45 (with Charles Silver) (Symposium on “Innovations in Complex Litigation and Settlement,” in Honor of Francis McGovern)
- Rethinking the Senate*, 44 **HARV. J.L. & PUB. POL’Y** 39 (2021) (2020 Federalist Society Annual Student Symposium: “The Structural Constitution in the 21st Century”)
- Mass Tort Remedies and the Puzzle of the Disappearing Defendant*, 98 **TEX. L. REV.** 1165 (2020) (Symposium on “Remedies in Complex Litigation”)
- Layers of Lawyers: Parsing the Complexities of Claimant Representation in Mass Tort MDLs*, 24 **LEWIS & CLARK L. REV.** 469 (2020) (with Stephen J. Herman) (Pound Civil Justice Institute Symposium on “Class Actions, Mass Torts, and MDLs: The Next 50 Years”)
- Excerpted in **CIVIL PROCEDURE: CASES AND PROBLEMS** (B.A. Babcock, et al., eds. 7<sup>th</sup> ed., 2020)
- Mass Torts and the Pursuit of Ethical Finality*, 85 **FORDHAM L. REV.** 1943 (2017) (Stein Center for Law and Ethics Symposium on “Civil Litigation Ethics at a Time of Vanishing Trials”)
- Aggregate Settlements and Attorney Liability: The Evolving Landscape*, 44 **HOFSTRA L. REV.** 291 (2016) (Symposium on “Lawyers as Targets: Suing, Prosecuting and Defending Lawyers”)
- Is the Price Right? An Empirical Study of Fee-Setting in Securities Class Actions*, 115 **COLUMBIA L. REV.** 1371 (2015) (with Michael A. Perino & Charles Silver)
- Selected among “Top 10 Corporate and Securities Articles of 2016” by *Corporate Practice Commentator*; 23<sup>rd</sup> annual poll of teachers in corporate and securities law regarding list of more than 490 articles published and indexed in legal journals during 2016
- Alienability of Mass Tort Claims*, 63 **DEPAUL L. REV.** 265 (2014) (Clifford Symposium, “Brave New World: The Changing Face of Litigation and Law Firm Finance”)

- Models of Closure in Mass Torts: A Comment on “The Mass Tort Bankruptcy: A Pre-History,”* 5 **J. TORT LAW** 85 (2014; backdated to 2012) (“The Public Life of the Private Law: The Logic and Experience of Mass Litigation -- A Conference in Honor of Richard A. Nagareda”)
- The Spending Power After NFIB v. Sebelius*, 37 **HARV. J.L. & PUB. POL’Y** 71 (2013) (2013 Federalist Society Annual Student Symposium: “The Federal Leviathan: Is There Any Area of Modern Life to Which Federal Government Power Does Not Extend?”)
- excerpted in **LOCAL GOVERNMENT LAW: CASES AND MATERIALS** 103 (L.A. Baker, et al., eds. 6<sup>th</sup> ed., 2022)
  - excerpted in **LOCAL GOVERNMENT LAW: CASES AND MATERIALS** 90 (L.A. Baker, et al., eds. 5<sup>th</sup> ed., 2015)
- Setting Attorneys’ Fees in Securities Class Actions: An Empirical Assessment*, 66 **VAND. L. REV.** 1677 (2013) (with Michael A. Perino & Charles Silver) (“The Economics of Aggregate Litigation,” 19th Annual Symposium of the Institute for Law and Economic Policy)
- Selected by National Association of Legal Fee Analysis to list of seven articles deemed “nation’s most influential scholarship on attorney fees” (July 7, 2014)
- The Politics of Legal Ethics: Case Study of a Rule Change*, 53 **ARIZ. L. REV.** 425 (2011) (“The Ted Schneyer Ethics Symposium: Lawyer Regulation for the 21st Century”)
- Fiduciaries and Fees: Preliminary Thoughts*, 79 **FORDHAM L. REV.** 1833 (2011) (with Charles Silver) (symposium on “Civil Procedure and the Legal Profession”)
- Constitutional Ambiguities and Originalism: Lessons from the Spending Power*, 103 **NW. U.L. REV.** 495 (2009) (symposium on “Original Ideas about Originalism”)
- Constitutional Home Rule and Judicial Scrutiny*, 86 **DENV. U. L. REV.** 1337 (2009) (with Daniel B. Rodriguez) (symposium on “Home Rule”)
- excerpted in **LOCAL GOVERNMENT LAW: CASES AND MATERIALS** 322 (L.A. Baker, et al., eds. 6<sup>th</sup> ed., 2022)
  - excerpted in **LOCAL GOVERNMENT LAW: CASES AND MATERIALS** 320 (L.A. Baker, et al., eds. 5<sup>th</sup> ed., 2015)
  - excerpted in **STATE AND LOCAL GOVERNMENT IN A FEDERAL SYSTEM** (D. Mandelker, et al., eds. 2012)
  - excerpted in **LOCAL GOVERNMENT LAW: CASES AND MATERIALS** 317 (L.A. Baker & C.P. Gillette, eds. 4<sup>th</sup> ed., 2010)
- Twenty-Year Legacy of South Dakota v. Dole: Dole Dialogue*, 52 **S.D. L. REV.** 468 (2007) (with Sanford Levinson) (symposium on “*South Dakota v. Dole*”)
- Federalism and Redistribution: Lessons from the U.S. Experience*, in **PATTERNS OF REGIONALISM AND FEDERALISM: LESSONS FOR THE U.K.** 173 (J. Fedtke & B. Markesinis, eds.) (2006, Hart Publishing; Clifford Chance Lecture Series) (proceedings of conference on “Patterns of Federalism and Regionalism: Lessons for the U.K.”)
- Federalism and the Spending Power from Dole to Birmingham Board of Education*, in **THE REHNQUIST LEGACY** 205 (C. Bradley, Ed.; 2006) (Cambridge University Press)

- The Future of Federalism?: Pierce County v. Guillen as a Case Study*, 50 **N.Y.L.S. L. REV.** 699 (2005-2006) (proceedings of conference on “From Warren to Rehnquist and Beyond: Federalism as Theory, Doctrine, Practice, and Instrument”)
- Lochner’s Legacy for Modern Federalism: Pierce County v. Guillen as a Case Study*, 85 **B.U. L. REV.** 727 (2005) (proceedings of conference on “*Lochner’s* Centennial”)
- Preferences, Priorities, and Plebiscites*, 13 **J. CONTEMP. LEG. ISSUES** 317 (2004) (symposium on “Direct Democracy”)
- Getting off the Dole: Why the Court Should Abandon Its Spending Doctrine, and How a Too-Clever Congress Could Provoke It to Do So*, 78 **IND. L.J.** 459 (2003) (with Mitchell N. Berman) (symposium on “Congressional Power in the Shadow of the Rehnquist Court: Strategies for the Future”)
- Facts about Fees: Lessons for Legal Ethics*, 80 **TEX. L. REV.** 1985 (2002) (symposium on “What We Know and Do Not Know about the Impact of Legal Services on the American Economy and Polity”)
- Introduction: Civil Justice Fact and Fiction*, 80 **TEX. L. REV.** 1537 (2002) (with Charles Silver) (symposium on “What We Know and Do Not Know about the Impact of Legal Services on the American Economy and Polity”)
- Should Liberals Fear Federalism?*, 70 **U. CIN. L. REV.** 433 (2002) (William Howard Taft Lecture Symposium on “The Practical Impact of the Supreme Court’s Federalism Revolution”)
- Federalism and the Double Standard of Judicial Review*, 51 **DUKE L.J.** 75 (2001) (with Ernest A. Young) (symposium on “The Constitution in Exile”)
- Putting the Safeguards Back into the Political Safeguards of Federalism*, 46 **VILL. L. REV.** 951 (2001) (symposium on “New Voices on the New Federalism”)
- The Spending Power and the Federalist Revival*, 4 **CHAPMAN L. REV.** 195 (2001) (symposium on “The Spending Clause: Enumerated Power or Blank Check?”)
- Conditional Federal Spending and States’ Rights*, 574 **ANNALS OF THE AMERICAN ACADEMY OF POLITICAL AND SOCIAL SCIENCES** 104 (2001) (symposium on “The Supreme Court’s Federalism: Real or Imagined?”)
- The Aggregate Settlement Rule and Ideals of Client Service*, 41 **S. TEX. L. REV.** 227 (1999) (with Charles Silver) (symposium on “Emerging Professional Responsibility Issues in Litigation”)
- Getting from Here to There: The Rebirth of Constitutional Constraints on the Special Interest State*, 40 **WM. & MARY L. REV.** 515 (1999) (with Samuel H. Dinkin) (symposium on “Supermajority Rules as a Constitutional Solution”)
- The Revival of States’ Rights: A Progress Report and a Proposal*, 22 **HARV. J.L. & PUB. POL’Y** 95 (1998) (symposium on “The Revival of the Structural Constitution”)

- I Cut, You Choose: The Role of Plaintiffs' Counsel in Allocating Settlement Proceeds*, 84 **VA. L. REV.** 1465 (1998) (with Charles Silver) (symposium on "The Law and Economics of Lawyering")
- Federalism: The Argument from Article V*, 13 **GA. ST. L. REV.** 923 (1997) (Henry J. Miller Distinguished Lecture Series/Symposium on "New Frontiers of Federalism")
- Mass Lawsuits and the Aggregate Settlement Rule*, 32 **WAKE FOREST L. REV.** 733 (1997) (with Charles Silver) (symposium on "Legal Professionalism")
- excerpted in **FOUNDATIONS OF THE LAW AND ETHICS OF LAWYERING** 213 (G.M. Cohen & S.P. Koniak, eds. 2004)
- The Senate: An Institution Whose Time Has Gone?*, 13 **J.L. & POL.** 21 (1997) (with Samuel H. Dinkin)
- excerpted in **CONSTITUTIONAL LAW** (G. Stone, et al., eds. 2009)
- The Missing Pages of the Majority Opinion in Romer v. Evans*, 68 **U. COLO. L. REV.** 387 (1997) (symposium on "Gay Rights and the Courts: The Amendment Two Controversy")
- Interdisciplinary Due Diligence: The Case for Common Sense in the Search for the Swing Justice*, 70 **S. CAL. L. REV.** 187 (1996)
- "They the People": A Comment on U.S. Term Limits v. Thornton*, 38 **ARIZ. L. REV.** 859 (1996) (symposium on "Major Issues in Federalism")
- Conditional Federal Spending After Lopez*, 95 **COLUM. L. REV.** 1911 (1995)
- Bargaining for Public Assistance*, 72 **DEN. U. L. REV.** 949 (1995) (symposium on "The Unconstitutional Conditions Doctrine")
- Constitutional Change and Direct Democracy*, 66 **U. COLO. L. REV.** 143 (1995) (symposium on "Governing By Initiative")
- excerpted in **STATE CONSTITUTIONAL LAW: CASES AND MATERIALS** (R. Williams, ed. 2012)
- When Every Relationship Is Above Average: Perceptions and Expectations of Divorce at the Time of Marriage*, 17 **LAW & HUM. BEH.** 439 (1993) (with R.E. Emery)
- excerpted in **FAMILY LAW IN ACTION: A READER** 73 (M. F. Brinig, et al. eds. 1999)
- Direct Democracy and Discrimination: A Public Choice Perspective*, 67 **CHI.-KENT L. REV.** 707 (1992) (with replies by Julian Eule and William Riker) (symposium on "The Law and Economics of Local Government")
- "Just Do It": Pragmatism and Progressive Social Change*, 78 **VA. L. REV.** 697 (1992) (with reply by Richard Rorty)
- excerpted in **JURISPRUDENCE: CONTEMPORARY READINGS, NARRATIVES, AND PROBLEMS** 492 (N. Levit & R. Hayman eds. 1994)
  - earlier version published in **PRAGMATISM IN LAW AND SOCIETY** 99 (M. Brint & W. Weaver eds. 1991)



*The Myth of the American Welfare State*, 9 **YALE L. & POL'Y REV.** 110 (1991) (reviewing T. MARMOR, J. MASHAW & P. HARVEY, *AMERICA'S MISUNDERSTOOD WELFARE STATE: PERSISTENT MYTHS, ENDURING REALITIES* (1990))

*The Prices of Rights: Toward a Positive Theory of Unconstitutional Conditions*, 75 **CORNELL L. REV.** 1185 (1990)

*Webster and Incomplete Judicial Review*, 6 **J.L. & POL.** 549 (1990) (symposium on "Judicial Review in a Democratic Society")

*Promulgating the Marriage Contract*, 23 **U. MICH. J.L. REF.** 217 (1990)  
 ■ excerpted in **D. WESTFALL, FAMILY LAW** 227 (1994)

*"I Think I Do": Another Perspective on Consent and the Law*, 16 **LAW, MED. & HEALTH CARE** 256 (1988) (festschrift for Jay Katz, Elizabeth K. Dollard Professor of Law, Medicine, and Psychiatry, Yale University)

*Unnecessary and Improper: The Judicial Councils Reform and Judicial Conduct and Disability Act of 1980*, 94 **YALE L.J.** 1117 (1985) (student note)

#### **OTHER ACADEMIC**

*South Dakota v. Dole*, entry in 4 **ENCYCLOPEDIA OF THE SUPREME COURT OF THE UNITED STATES** 431 (D. Tanenhaus, ed.) (2008, Macmillan)

*South Dakota v. Dole*, entry in 2 **FEDERALISM IN AMERICA: AN ENCYCLOPEDIA** 578 (J. Marbach, E. Katz & T. Smith, eds.) (2006, Greenwood Press)

*The City in the 21<sup>st</sup> Century*, 32 **URB. LAW.** 365 (2000) (Introduction to symposium on "The City in the 21<sup>st</sup> Century")

#### **AMICUS BRIEFS**

*In re Dell Technologies Inc. Class V Stockholders Litigation*, Supreme Court of Delaware, Amicus Brief in Support of Appellee and Affirmance (2023 WL 9531802) (with Brian T. Fitzpatrick and Charles Silver) (pro bono)

*Pierce County v. Guillen*, 537 U.S. 129 (2003), Amicus Brief in Support of Respondent (2002 WL 1964091) (with Mitchell N. Berman) (pro bono)

*Burrow v. Arce*, 997 S.W.2d 229 (Tex. 1999), Amicus Brief (1998 WL 35336105), Supplemental Amicus Brief (1999 WL 35047216), and Supplemental Letter Brief (1999 WL 35047216) in support of David Burrow (all with Charles Silver) (pro bono)

### OPINION PIECES

*Commentary: Improve Market Integrity by Standardizing Attorneys' Fees*, **AUSTIN AMERICAN-STATESMAN**, Jan. 13, 2016 (with Charles Silver)

- reprinted as *Attorney Fees Key to Fighting Wall Street Fraud*, **HOUSTON CHRONICLE**, Jan. 16, 2016
- reprinted as *Attorney Fees Key to Fighting Wall Street Fraud*, **SAN ANTONIO EXPRESS-NEWS**, Jan. 16, 2016

*Trademark Protection*, Letter to the Editor, **N.Y. TIMES**, June 22, 1996, at A14

### SELECTED PROFESSIONAL HONORS AND PRO BONO ACTIVITIES

Elected Member, American Law Institute (2017 – present)

Elected Member, Pound Institute Academic Fellow (2020 – present)

Scholars Council, James F. Humphries Complex Litigation Center, George Washington Law School (2020 – present)

Board of Advisors (f/k/a Editorial Board), **CATO SUPREME COURT REVIEW** (2001 - present)

Referee, **JOURNAL OF EMPIRICAL LEGAL STUDIES** (2024, 2016)

Complex Litigation Ethics Consultant (pro bono), NBTA National Board of Complex Litigation (2018-22)

Pound Civil Justice Institute, 2020 Civil Justice Scholarship Award Committee (2019)

Pound Civil Justice Institute, 2019 Civil Justice Scholarship Award Committee (2018)

Academic Advisor, Louisiana Supreme Court Committee on Class Actions, Mass Torts, Complex Litigation, Multi District Litigation and New Rules of Prof. Conduct (2017-18)

Board of Scholars, Initiative and Referendum Institute, Univ. of Southern California (2004-11)

Panel of academic contributors, **BLACK'S LAW DICTIONARY** (8<sup>th</sup> ed. 2004)

Resource Witness, Texas House Select Committee on Constitutional Revision, Hearing on Proposed Changes in Gubernatorial Power, April 1999.

Resource Witness, Texas Senate State Affairs Committee, Hearing on Proposed Constitution, March 1999

Task Force on Pima County (Arizona) Charter Government (1996-97), legal counsel

Judicial College of Arizona, Legal Institute for Non-Law Trained Judges, faculty member (Property Law) (1993-1996)



## **BAR ADMISSIONS**

---

Texas, 2003  
U.S. Supreme Court, 2002  
Arizona, 1992 (inactive)

## **INVITED PRESENTATIONS**

---

- Invited Panelist, “Uninjured Plaintiffs in MDLs,” Bench-Bar Discussion on Mass Torts and Complex Litigation, James F. Humphries Complex Litigation Center, George Washington University Law School, Washington, DC, April 11, 2024
- Invited Panelist, “Hear from the Professors,” LITFINCON, Houston, TX, March 6, 2024
- Invited Panelist, “Litigation Finance,” 2023 Transferee Judges’ Conference, The Breakers, Palm Beach, FL, October 24, 2023
- Invited Panelist and Moderator, MDL Bench-Bar Leadership Conference, Rabiej Litigation Law Center, attorney panels and a judicial panel on “Managing Mass-Tort MDLs, Focusing on the Number and Size of Committees and Roles of Special Masters and Court-Appointed Experts and Technical Advisors,” held at Northwestern University, Pritzker School of Law, Chicago, IL, September 28-29, 2023
- Invited Paper and Presentation, “Consumer Litigant Finance and Legal Ethics: Empirical Observations from Texas (with Anthony J. Sebok, presenter in my absence), conference on “Third Party Litigation Funding: The Past, The Present and The Future,” Buchmann Faculty of Law at Tel Aviv University, Tel Aviv, Israel, June 13, 2023
- Invited Panelist and Moderator, “Judicial Review of Mass Tort Settlements,” Conference on “Resolving Mass Torts in Different Forums,” James F. Humphries Complex Litigation Center, George Washington University Law School, Washington, DC, April 27, 2023
- Invited Paper and Presentation, “The Inherent Powers of MDL Courts,” *Pepperdine Law Review*’s 50<sup>th</sup> Anniversary Symposium, “All Rise: The Future of the Federal Judiciary,” Pepperdine Caruso School of Law, Malibu, CA, March 24, 2023
- Invited Paper and Presentation, “MDL Myths” (with Andrew D. Bradt), *Texas Law Review* Symposium on “Judicial Management of MDLs and Other Consolidations,” University of Texas Law School, Austin, TX, Jan. 27, 2023
- Invited Moderator, “Money and Ethics in MDL,” Mass Tort MDL Certificate Program, Bolch Judicial Institute, Duke Law School, Durham, NC, Nov. 8, 2022 (virtual)
- Invited Panelist, “Adapting Ethics to Complex Litigation,” Complex Litigation Ethics Conference, UC Hastings Law School, San Francisco, CA, October 22, 2022

- Invited Commentator, "Are State Constitutional Rights for Sale? Protecting State Constitutional Rights from Unconstitutional Conditions," by K. Levine, J. Nash & R. Schapiro, Conference on State Constitutional Law, Emory Center on Federalism and Intersystemic Governance, virtual conference, July 28, 2022
- Invited Paper and Presentation, "In Defense of Private Claims Resolution Facilities" (with Charles Silver), panel on "Claims Resolution Facility Design & Innovation," McGovern Symposium on Civil Litigation, Bolch Judicial Institute, Duke Law School, Durham, NC, May 27, 2022
- Invited Moderator, "Leadership Appointment Process," Advanced MDL Certificate Program, Bolch Judicial Institute, Duke Law School, Durham, NC, May 26, 2022
- Invited Panelist, "The Attorney-Client Relationship in Multidistrict Litigation," Convening at Stanford Law School, hosted by the Stanford Center on the Legal Profession and the Berkeley Law Civil Justice Research Initiative, Stanford, CA, May 20, 2022
- Invited Panelist, "Chalkboard 3.0: Ethics Edition," University of Texas School of Law, virtual panel, January 10, 2022
- Invited Moderator/Panelist, "Ethics Associated with Complex Litigation," 21st Annual Complex Litigation Symposium, Louisiana State Bar Association, New Orleans, LA, November 5, 2021
- "The MDL Revolution and Consumer Legal Funding" (with Ronen Avraham & Anthony J. Sebok), invited paper and presentation, 31<sup>st</sup> Annual Meeting of the American Law and Economics Association, virtual symposium, October 23, 2021
- Invited Panelist, "Selection of Leadership in Light of Other Aggregate Litigation Considerations," symposium on "Selection of Leadership in MDLs," Berkeley Law Civil Justice Research Institute, virtual symposium, September 17, 2021
- "The Mysterious Market for Post-Settlement Litigant Finance" (with Ronen Avraham & Anthony J. Sebok), invited paper and presentation, The 3<sup>rd</sup> Annual Consumer Law Scholars Conference, Berkeley Law, Center for Consumer Law & Economic Justice, virtual Conference, March 4, 2021
- Invited Moderator/Panelist, "Class-Action Challenges," First Annual Class Action Annual Case Law and Practices Review Bench-Bar Conference, George Washington Law School, James F. Humphreys Complex Litigation Center, virtual presentation, November 13, 2020
- Invited Panelist, "Litigation Exit Strategies," Baylor Law School Complex Litigation LLM Program, virtual presentation, August 4, 2020
- Invited Panelist, "The Proper Role of the Senate," 2020 Federalist Society National Student Symposium: "The Structural Constitution in the 21<sup>st</sup> Century," virtual Symposium, hosted by the University of Michigan Law School, Ann Arbor, MI, March 14, 2020

- “Mass Tort Remedies and the Puzzle of the Disappearing Defendant,” invited paper and presentation, Texas Law Review Symposium on “Remedies in Complex Litigation,” Austin, TX, January 31, 2020
- “Ethics Associated with Complex Litigation,” invited panelist and moderator, 19th Annual Class Action/Complex Litigation Symposium, Louisiana State Bar Association, New Orleans, LA, November 8, 2019
- “Layers of Lawyers: Parsing the Complexities of Claimant Representation in Mass Tort MDLs” (with Stephen J. Herman), invited paper and presentation, Symposium on “Class Actions, Mass Torts, and MDLs: The Next 50 Years,” Pound Civil Justice Institute and Lewis & Clark Law School, Portland, OR, November 1, 2019
- Invited Commentator on “Mass Tort: Endgame,” Symposium on “Class Actions, Mass Torts, and MDLs: The Next 50 Years,” Pound Civil Justice Institute and Lewis & Clark Law School, Portland, OR, November 1, 2019
- Invited Commentator on “Judicial Adjuncts in Multidistrict Litigation,” Fifth Annual Civil Procedure Workshop, University of Texas School of Law, Austin, TX, October 25, 2019
- “Anatomy of Mass Tort Litigant Finance in the U.S.” (with Ronen Avraham)
- Workshop on Law and Economics, Tel Aviv University, Buchmann Faculty of Law, Tel Aviv, Israel, March 11, 2019
  - Law and Society Association of Australia and New Zealand, Annual Meeting, University of Wollongong, Wollongong, Australia, December 13, 2018
  - 8<sup>th</sup> International Legal Ethics Conference, University of Melbourne, Melbourne, Australia, December 8, 2018
  - Drawing Board presentation, University of Texas School of Law, Austin, TX, November 26, 2018
- “Ethics Associated with Complex Litigation,” invited panelist and moderator, 18th Annual Class Action/Complex Litigation Symposium, Louisiana State Bar Association, New Orleans, LA, November 9, 2018
- “Ethics Associated with Complex Litigation,” invited speaker and moderator, HarrisMartin's "MDL Conference: 'Bet-the-Company' Mass Tort Litigation," Chicago, IL, May 30, 2018
- “Improving the MDL Process,” invited discussant, American Association for Justice discussion meeting, Washington, D.C., May 2, 2018
- “Documenting and Seeking Solutions to Mass-Tort MDL Problems,” invited participant, Duke Law Conference, Atlanta, GA, April 26-27, 2018
- “Current Issues in Multijurisdiction Litigation,” invited panelist, Conference on “Contemporary Issues in Complex Litigation,” Northwestern Pritzker School of Law, Chicago, IL, November 29-30, 2017
- “Ethical Conundrums,” invited panelist and moderator, 17th Annual Class Action/Complex Litigation Symposium, Louisiana State Bar Association, New Orleans, LA, November 10, 2017

- “Ethical Considerations in Settling Mass Torts,” invited panelist, 26<sup>th</sup> Annual Spring CLE Meeting, “Hot Topics in Toxic and Environmental Law,” ABA Toxic Torts & Environmental Law Committee, Tort Trial & Insurance Practice Section, Phoenix, AZ, April 7, 2017
- “Ethical Finality in Mass Tort Settlements,” invited presentation, TTLA 4<sup>th</sup> Annual Pharmaceutical and Medical Device Seminar, Austin, TX, February 10, 2017
- Law School Outreach Summit, Pound Civil Justice Institute, invited participant, San Francisco, CA, January 7, 2017
- “Mass Torts and the Pursuit of Ethical Finality,” invited paper and presentation, Law & Economics Workshop, Tel Aviv University Law School, Tel Aviv, Israel, December 7, 2016
- “Ethics, Ethics, and More Ethics,” invited panelist and moderator, 16<sup>th</sup> Annual Class Action/Complex Litigation Symposium, Louisiana State Bar Association, New Orleans, LA, November 11, 2016
- “Mass Torts and the Pursuit of Ethical Finality,” invited paper and presentation, Symposium on “Civil Litigation Ethics at a Time of Vanishing Trials,” Stein Center for Law and Ethics and the *Fordham Law Review*, NY, NY, October 21, 2016
- “Mass Torts and the Pursuit of Ethical Finality,” invited presentation, panel on “Aggregate Litigation Ethics,” 7<sup>th</sup> International Legal Ethics Conference, NY, NY, July 16, 2016
- “Ethical Finality in Mass Tort Litigation,” invited speaker, HarrisMartin's "MDL Conference: 'Bet-the-Company' Mass Tort Litigation," Chicago, IL, May 25, 2016
- “Does Complex Litigation Complicate Ethics?,” invited panelist, 15<sup>th</sup> Annual Class Action/Complex Litigation Symposium, Louisiana State Bar Association, New Orleans, LA, November 13, 2015
- “Is the Price Right? An Empirical Study of Fee-Setting in Securities Class Actions,” invited presentation (with Michael A. Perino) to *Columbia Law Review* editors, New York, NY, November 9, 2015
- “Aggregate Settlements and Attorney Liability: The Evolving Landscape,” invited presentation, Kentucky Justice Association Annual Convention and Seminar, French Lick, IN, September 10, 2015
- “Riding the Aggregate Settlement Bronco,” invited panelist, 41<sup>st</sup> Annual National Conference on Professional Responsibility, ABA Center for Professional Responsibility, Denver, CO, May 28, 2015
- “Aggregate Settlements and Attorney Liability: The Evolving Landscape,” invited presentation and paper, Conference on “Lawyers as Targets: Suing, Prosecuting and Defending Lawyers,” Maurice A. Deane School of Law at Hofstra University, Hempstead, NY, April 1, 2015

- “Federalism: *Garcia*’s Ghost,” invited presentation, Symposium on “The Rehnquist Court: Ten Years Later,” University of Arizona James E. Rogers College of Law, Tucson, AZ, February 6, 2015
- “Ethics, Aggregate Settlements, and Exit Strategies,” invited speaker, 14<sup>th</sup> Annual Class Action/Complex Litigation Symposium, Louisiana State Bar Association, New Orleans, LA, November 21, 2014
- “Recent Developments in Legal Ethics,” invited presentation, University of Texas Law School Annual Reunion, Austin, TX, April 12, 2014
- “Private Ordering Versus Judicial Regulation of Attorneys’ Fees in Securities Class Actions: An Empirical Assessment,” invited paper and presentation (with Michael A. Perino & Charles Silver), Corporate & Securities Litigation Workshop, University of Illinois at Urbana-Champaign, Chicago, IL, November 8, 2013
- “The Public Life of the Private Law: The Logic and Experience of Mass Litigation,” invited commentator, “A Conference in Honor of Richard A. Nagareda,” Vanderbilt Law School, Nashville, TN, September 28, 2013
- “Setting Attorneys’ Fees in Securities Class Actions: An Empirical Assessment,” invited paper and presentation (with Michael A. Perino & Charles Silver)
- Faculty Colloquium, University of Texas Law School, Austin, TX, August 29, 2013
  - 19th Annual Symposium of the Institute for Law and Economic Policy, “The Economics of Aggregate Litigation,” Naples, FL, April 2013
- “Mass Torts as Quasi-Class Actions: The Role of Judicial Oversight,” invited panelist, ABA’s 2013 National Conference on Professional Responsibility, San Antonio, TX, May 2013
- “Alienability of Mass Tort Claims,” invited paper and presentation, the Clifford Symposium, “Brave New World: The Changing Face of Litigation and Law Firm Finance,” DePaul Law School, Chicago, IL, April 2013
- “Setting Attorneys’ Fees in Securities Class Actions: An Empirical Assessment,” invited paper and presentation (with Michael A. Perino & Charles Silver), 19th Annual Symposium of the Institute for Law and Economic Policy, “The Economics of Aggregate Litigation,” Naples, FL, April 2013
- “The Business of Law,” invited panelist, Mass Torts Made Perfect, Las Vegas, NV, April 2013
- “Limitations Attached to Federal Money,” invited panelist, Federalist Society National Student Symposium on “The Federal Leviathan,” Austin, TX, March 2013
- Invited presentation, “The Opportunities and Challenges of Metro Government: A Conversation at Vanderbilt Law School to Celebrate 50 Years of Consolidated Government in Nashville,” Nashville, TN, February 2013
- “Governance from the State Perspective,” panel moderator, conference on “Is America Governable?,” University of Texas School of Law, Austin, TX, January 2013

- “The NFIB Medicaid Decision: Interpretation and Implications,” invited panelist, a Hot Topic Program at the AALS Annual Meeting, New Orleans, LA, January 2013
- “Fee Caps,” invited paper and presentation (with Charles Silver), 5<sup>th</sup> International Legal Ethics Conference, Banff, Alberta, Canada, July 2012
- “The Quasi Class Action and Judicial Regulation of Attorneys’ Fees,” invited paper and presentation, Conference on “The Future of Class Actions and Its Alternatives,” Loyola University Chicago School of Law, Chicago, IL, April 2012
- “Ethical Issues Surrounding Fees and Settlements in Mass Torts,” invited presentation, Symposium on “Mass Torts in the Federal Courts,” Charleston School of Law, Charleston SC, February 2012
- “Federalism in the 21<sup>st</sup> Century: Balancing States’ Rights with Federal Power,” invited panelist, 2011 Ninth Circuit Judicial Conference, Carlsbad, CA, August 2011
- “Fiduciaries and Fees: Puzzles for Plaintiffs’ Attorneys,” invited speaker, Mass Torts Made Perfect, Las Vegas, NV, April 2011
- “The Politics of Legal Ethics: Case Study of a Rule Change,” invited paper and presentation “Ted Schneyer Ethics Symposium: Lawyer Regulation for the 21<sup>st</sup> Century,” James E. Rogers College of Law, University of Arizona, Tucson, AZ, January 2011
- “Fiduciaries and Fees: Preliminary Thoughts,” invited paper, symposium on “Civil Procedure and Legal Ethics,” Fordham Law Review, Fordham University School of Law, New York, NY, November 2010 (with Charles Silver)
- “Fee Caps” (paper co-authored with Charles Silver), invited paper and presentation
- Colloquium, University of Houston Law Center, Houston, TX, April 2010
  - Faculty Workshop, University of Kansas School of Law, Lawrence, KS, April 2010
- Invited speaker, Cecil D. Branstetter Litigation & Dispute Resolution Program, workshop on “The Regulation of Attorneys’ Fees in Aggregate Litigation,” Vanderbilt University Law School, Nashville, TN, February 2010
- “Constitutional Home Rule and Judicial Scrutiny,” invited speaker, panel on “The City as a Political Actor: Powers, Boundaries, Responsibilities,” Section on State and Local Government Law, AALS Annual Meeting, New Orleans, LA, January 2010
- “Judicially Imposed Fee Caps and Other Recent Developments: Ethical Issues in Mass Tort Litigation,” invited speaker, Mass Torts Made Perfect, Las Vegas, NV, October 2009
- “Breaking Developments in Pharmaceutical Litigation,” invited panelist on ethical issues, Texas State Bar, Austin, TX, April 2009
- “Constitutional Home Rule and Judicial Scrutiny,” Invited Paper and Presentation, Randall-Park Faculty Colloquium, University of Kentucky College of Law, Lexington, KY, April 2009
- “Liberty, Responsibility and the Legal Profession,” invited colloquium participant, Liberty Fund Colloquium, San Diego, CA, March 2009



Invited Paper and Presentation, Conference on “Municipal Home Rule,” Byron R. White Center for the Study of American Constitutional Law, University of Colorado, Denver, CO, January 2009

“Fee Caps,” Paper and Presentation, Drawing Board Lunch, University of Texas School of Law, Austin, TX, October 2008

“Ethical and Liability Issues in Group Litigation: Vioxx and Beyond,” Invited Presentation, Mass Torts Made Perfect, Las Vegas, NV, April 2008

“Constitutional Ambiguities and Originalism: Lessons from the Spending Power,” Invited Paper and Presentation, Conference on “Original Ideas on Originalism,” Northwestern University School of Law, Chicago, IL, April 2008

“Ethical Considerations,” Invited Presentation, Mealey’s VIOXX Litigation Conference, New Orleans, LA, December 2007

“Ethical Aspects of the Nationwide Vioxx Settlement,” Invited Presentation

- Los Angeles, CA, November 2007
- Philadelphia, PA, November 2007

“Aggregate Settlements: Critical Considerations for Both Plaintiff and Defense Counsel – Recent Developments and New Concerns,” Invited Speaker, Seventh Annual Class Action/Mass Tort Symposium, Louisiana State Bar, New Orleans, LA, October 2007

“Group Settlements in the New Era: Ethical and Liability Issues,” Invited Presentation

- “Hot Topics in Pharmaceutical Litigation,” Miami, FL, June 2007
- Mass Torts Made Perfect, Las Vegas, NV, March 2007

“Comparative Domestic Constitutional Law: Federalism and Localism as a Case Study,” Drawing Board Lunch Presentation, Univ. of Texas School of Law, Austin, TX, April 2007 (with Dan Rodriguez)

“Solving the Problem of the Modern Spending Power,” Invited Paper and Presentation, Legal Theory Colloquium, University of California at Davis School of Law, Davis, CA, March 2007

“Do the Ethics Rules Governing Group Litigation Disadvantage Plaintiffs?,” Invited Presentation, The Review of Litigation Symposium on “Products Liability: Litigation Trends on the 10<sup>th</sup> Anniversary of the Third Restatement,” Austin, TX, March 2007

“Dole Dialogue,” Invited Speaker, Conference on *South Dakota v. Dole*, Univ. of South Dakota Law School, January 2007

“Aggregate Settlements: Rules, Strategies, and Pitfalls,” Invited Panelist, Association of Professional Responsibility Lawyers Annual Meeting, Chicago, IL, August 2005

“Federalism and the Spending Power from *Dole* to *Birmingham Board of Education*,” Invited Paper and Presentation, Conference on “The Rehnquist Legacy,” Indiana University Law School, Bloomington, IN, April 2005

- “When Can Mass Torts Have Mass Settlements?,” Invited Panelist, ABA Section of Dispute Resolution, 7<sup>th</sup> Annual Conference on “The Golden State of ADR,” Los Angeles, CA, April 2005
- “The Future of Federalism? *Pierce County v. Guillen* as a Case Study,” Invited Paper and Presentation, Panel on “From Warren to Rehnquist and Beyond: Federalism as Theory, Doctrine, Practice, and Instrument,” Section on Federal Courts, AALS Annual Meeting, San Francisco, CA, January 2005
- “*Lochner*’s Legacy for Modern Federalism: *Pierce County v. Guillen* as a Case Study,” Invited Paper and Presentation, Faculty Colloquium, UCLA Law School, Los Angeles, CA, November 2004
- “Ethical Issues and Sources of Potential Liability for Attorneys in Group Settlements,” Invited Speaker, Fifth Annual Class Action/Mass Tort Symposium, Louisiana State Bar, New Orleans, LA, October 2004
- “*Lochner*’s Legacy for Modern Federalism: *Pierce County v. Guillen* as a Case Study,” Invited Paper and Presentation, Conference on the “*Lochner* Centennial,” Boston University Law School, Boston, MA, October 2004
- “Ethical Issues and Sources of Potential Liability for Attorneys in Group Settlements,” Invited Speaker, Houston Bar Association, CLE Seminar, Houston, TX, August 2004
- “Ethical Issues and Sources of Potential Liability for Attorneys in Group Settlements,” Invited Speaker, Andrews Silica Litigation 2004 Conference, New Orleans, LA, May 2004
- “Toward a Federalism for the Twenty-First Century: A Role for Non-Parametric Judicial Review under the Spending Clause?” (with Samuel H. Dinkin), Invited Paper and Presentation, Faculty Colloquium, Florida State Law School, Tallahassee, FL, April 2004
- “Ethical Issues in Group Settlements,” Invited Presentation, ABA Toxic Tort & Environmental Law Round Up: Preparing for Litigation Beyond the Asbestos Horizon, Phoenix, AZ, March 2004
- “A Primer on Federalism Law and Policy,” Invited Presentation, ABA Section of Environment, Energy & Resources, 33<sup>rd</sup> Annual Conference on Environmental Law, Keystone, CO, March 2004
- “Federalism, Redistribution, and Judicial Review: Lessons from the U.S. Experience,” conference on “Patterns of Federalism and Regionalism: Lessons for the U.K.,” University College London, London, England, November 2003
- “Sources of Potential Liability for Attorneys in Group Settlements,” Invited Speaker, Mealey’s/LexisNexis “Asbestos 101” Conference, Dallas, TX, June 2003
- “Preferences, Priorities, and Plebiscites,” Invited Paper and Presentation, Symposium on “Direct Democracy,” University of San Diego School of Law, San Diego, CA, June 2003
- “Sources of Potential Liability for Attorneys in Group Settlements,” Invited Speaker, meeting of Capital Area Trial Lawyers Association, Austin, TX, March 2003



- “Constitutional Origins, Structure, and Change: A Global Dialogue on Federalism in the 21<sup>st</sup> Century,” Invited Speaker, conference sponsored by the Forum of Federations and the International Association of Centers for Federal Studies, held at Center for State Constitutional Studies, Rutgers University, Camden, NJ, November 2002
- “Sources of Potential Liability for Attorneys in Group Settlements,” Invited Speaker, Third Annual “Masters of Trial” Seminar, Houston Trial Lawyers Association, Houston, TX, November 2002
- “Professional Responsibility: Critical Mass Tort Settlement Considerations,” Invited Speaker, Third Annual Class Action/Mass Tort Symposium, Louisiana State Bar, New Orleans, LA, October 2002
- “Toward a Federalism for the Twenty-First Century: A Role for Non-Parametric Judicial Review under the Spending Cause?” (with Samuel H. Dinkin), Invited Paper and Presentation:
- Law, Economics, and Politics Workshop jointly sponsored by the University of San Diego Law School and the University of California at San Diego Political Science Department, San Diego, CA, March 2002
  - Annual Meeting of the Public Choice Society, San Diego, CA, March 2002
- “Facts about Fees: Lessons for Legal Ethics,” Invited Paper and Presentation, Symposium on “What We Know and Don’t Know about the Impact of Legal Services on the American Economy and Polity,” University of Texas School of Law, Austin, TX, February 2002
- “Getting off the *Dole*: Why the Court Should Abandon Its Spending Doctrine, and How Congress Could Provoke It to Do So,” Invited Paper and Presentation (with Mitchell N. Berman), Symposium on “Congressional Power in the Shadow of the Rehnquist Court: Strategies for the Future,” Indiana Univ. School of Law, Bloomington, IN, February 2002
- Invited Speaker, Panel on “Separation of Powers in State Government,” Annual Meeting of the National Council of State Legislatures, San Antonio, TX, August 2001
- “Toward a Federalism for the Twenty-First Century: A Role for Non-Parametric Judicial Review under the Spending Clause?” (with Samuel H. Dinkin), Invited Paper and Presentation:
- Oxford University (St. John’s College), Oxford, England, June 2001
  - University of Chicago Law School, Chicago, IL, April 2001
- “Should Liberals Fear Federalism?,” Invited Paper and Presentation, Taft Lecture Symposium, University of Cincinnati College of Law, Cincinnati, OH, February 2001
- “The Spending Power and the Federalist Revival,” Invited Paper and Presentation, Symposium on “The Spending Power: Enumerated Power or Blank Check?,” Chapman University School of Law, Orange, CA, January 2001
- “Putting the Safeguards Back into the Political Safeguards of Federalism,” Invited Paper and Presentation, Symposium on “New Voices on the New Federalism,” Villanova University School of Law, Villanova, PA, October 2000

- "Federalism and the Double Standard of Judicial Review" (with E. Young), Invited Paper and Presentation, Symposium on "The Constitution in Exile -- Is It Time to Bring It in from the Cold?," Duke University School of Law, Durham, NC, October 2000
- "States' Rights and the Promise of Liberty: Toward a Federalism for the Twenty-First Century," Invited Presentation, Reunion Weekend 2000, Univ. of Texas School of Law, Austin, TX, April 15, 2000
- "Toward a Federalism for the Twenty-First Century: The Case for Non-Parametric Judicial Review under the Spending Clause" (with Samuel H. Dinkin), Invited Paper and Presentation:
- University of Virginia School of Law, Charlottesville, Virginia, March 2000
  - Cornell University Law School, Ithaca, NY, February 2000
- Invited Commentator, Conference on "Deliberating About Deliberative Democracy," University of Texas Government Department, Austin, TX, February 5, 2000
- Invited Speaker, Panel on "Federalism," Conference of Chief Justices of State Supreme Courts, University of Texas School of Law, Austin, TX, February 1, 2000
- "Class Auctions" (with Samuel H. Dinkin & Charles Silver), Invited Presentation, Section on Insurance Law's Program on "Insurance Class Actions," Annual Meeting of the Association of American Law Schools, Washington, DC, January 7, 2000
- "The Role of States' Rights in Protecting the Rights of Minorities: Lessons from the U.S. Experience, Invited Paper and Presentation, Symposium on "Comparative Constitutional Law: Defining the Field," Georgetown Univ. Law Center, Wash., D.C., Sept. 17, 1999
- "Toward a Federalism for the Twenty-First Century: The Case for Non-Parametric Judicial Review" (with Samuel H. Dinkin), Invited Paper and Presentation, American Political Science Association, Annual Meeting, Atlanta, GA, Sept. 4, 1999
- Ethics Panel Discussion, Invited Presentation, 9th Annual Conference on State and Federal Appeals, University of Texas School of Law (CLE Program), Austin, TX, June 1999
- "Getting from Here to There: The Rebirth of Constitutional Constraints on the Special Interest State" (with Samuel H. Dinkin), Invited Paper, Symposium on "Supermajority Rules as a Constitutional Solution," William and Mary Law Review, Spring 1999
- "Toward a Federalism for the Twenty-First Century: The Case for Non-Parametric Judicial Review under the Spending Clause" (with Samuel H. Dinkin), Invited Paper and Presentation:
- Vanderbilt University Law School, Nashville, Tennessee, April 1999
  - University of Iowa College of Law, Iowa City, Iowa, April 1999
- "Ethical Issues for the Personal Injury Attorney" (with Charles Silver), Invited Presentation, 22<sup>nd</sup> Annual Page Keeton Products Liability & Personal Injury Law Conference, University of Texas School of Law (CLE Program), Austin, Texas, October 1998

- “The Revival of States’ Rights: A Progress Report and a Proposal,” Invited Paper and Presentation, Symposium on “The Revival of the Structural Constitution,” Federalist Society’s Seventeenth National Symposium, NYU School of Law, New York, NY, March 1998
- “I Cut, You Choose: The Role of Plaintiffs’ Counsel in Allocating Settlement Proceeds” (with Charles Silver), Invited Paper and Presentation, Symposium on “The Law and Economics of Lawyering,” Univ. of Virginia School of Law, Charlottesville, VA, February 1998
- Invited Commentator, “What Cities and Suburbs Owe Each Other,” Joint Program of Sections on State and Local Government Law and Minority Groups, Association of American Law Schools, Annual Meeting, San Francisco, CA, January 1998
- “Mass Lawsuits and the Aggregate Settlement Rule” (with Charles Silver), Invited Paper, Symposium on “Legal Professionalism,” Wake Forest Law Review, Fall 1997
- “Federalism: The Argument from Article V,” Invited Paper and Presentation, Henry J. Miller Distinguished Lecture Series/Symposium on “New Frontiers of Federalism,” Georgia State University College of Law, Atlanta, GA, February 1997
- “The Missing Pages of the Majority Opinion in *Romer v. Evans*,” Invited Paper and Presentation, Ira Rothgerber Conference on “Gay Rights and the Courts: The Amendment Two Controversy,” University of Colorado School of Law, Boulder, CO, October 1996
- “They the People”: A Comment on *U.S. Term Limits v. Thornton*, Invited Paper and Presentation, Conference on “Major Issues in Federalism,” University of Arizona College of Law, Tucson, AZ, March 1996
- “The Senate: An Institution Whose Time Has Gone?,” Invited Paper and/or Presentation:
- Georgetown University Law Center, Washington, D.C., Law & Economics Workshop, February 1996
  - University of Texas School of Law, Austin, TX, February 1996
  - Rutgers University Law School, Camden, NJ, February 1996
  - University of Minnesota Law School, Minneapolis, MN, January 1996
  - University of Pennsylvania Law School, Philadelphia, PA, January 1996
  - George Washington University National Law Center, Washington, DC, Dec. 1995
  - University of San Diego Law School, San Diego, CA, November 1995
- “Bargaining for Public Assistance,” Invited Paper and Presentation, Conference on “The Unconstitutional Conditions Doctrine,” University of Denver College of Law, Denver, CO, March 1995
- “Constitutional Change and Direct Democracy,” Invited Paper and Presentation, Conference on “Governing By Initiative,” Univ. of Colorado Law School, Boulder, CO, Sept. 1994
- Invited Presentation, Conference on Richard Epstein’s **BARGAINING WITH THE STATE**, George Mason University Law School, Law and Economics Center, Arlington, VA, March 1994

Invited Participant, Conference on “Emanations from *Rust*: The Impact on the Nonprofit Sector of the Unconstitutional Conditions Doctrine,” New York University School of Law, The Program on Philanthropy and the Law, NY, NY, October 1992

Invited Commentator, Task Force Report and Recommendations, American Bar Association Task Force on Initiatives and Referenda (Section on Torts and Insurance Practice), Annual Meeting, San Francisco, CA, August 1992

“Direct Democracy and Discrimination: A Public Choice Perspective,” Invited Paper and Presentation

- John M. Olin Foundation Conference on “The Law and Economics of Local Government,” University of Virginia School of Law, Charlottesville, VA, Nov. 1991
- New York Law School, NY, NY, October 1991 (presentation)
- University of Arizona College of Law, Tucson, AZ, October 1991 (presentation)
- University of Illinois College of Law, Champaign, IL, February 1992 (presentation)

“Just Do It’: Pragmatism and Progressive Social Change,” Invited Paper and Presentation, Conference on “Pragmatism in Law and Society,” University of Virginia, Charlottesville, VA, November 1990

“*Webster* and Incomplete Judicial Review,” Invited Paper and Presentation, Symposium on “Judicial Review in a Democratic Society: Lessons from the American and French Experiences,” University of Virginia School of Law, Charlottesville, VA, Nov. 1989

“I Think I Do’: Another Perspective on Consent and the Law,” Invited Paper, **LAW, MEDICINE AND HEALTH CARE** Festschrift for Jay Katz, Elizabeth K. Dollard Professor of Law, Medicine, and Psychiatry, Yale University, Fall 1988

Invited Panelist, Conference on “Free Speech and Advertising: Who Draws the Line?,” Institute for Democratic Communication, Boston University, Boston, MA, April 1987

## **COMMITTEE SERVICE**

### **University of Texas School of Law (1997 - present)**

Budget: 2022-24; 2020-21; 2017-18 (Chair); 2015-17; 2012-14; 2011-12 (Chair); 2005-06; 2000-01

Faculty Appointments: 2021-22; 2018-20; 2014-16; 2007-08 (Chair); 2005-06 (Chair of Entry-Level Subcommittee); 2004-05 (Chair), 2003-04 (Chair), 2002-03, 1999-2001, 1997-98

Texas Review of Law & Politics: Jan. 2019- May 2022 (Faculty Advisor)

Ad Hoc Committee on Journals (2019-22)

Strategic Planning: 2013-14 (Co-Chair)

Governance: 2010-11 (Chair)

Tenure: 2006-07; 1997-98

Faculty Colloquia: 2006-07 (Coordinator); 1999-2001 (Co-coordinator, 2000-2001, Fall 1999; Coordinator, Spring 2000)

Endowed Lectures: 2006-07 (Coordinator); 1999-2001 (Co-coordinator, 2000-2001; Fall 1999; Coordinator, Spring 2000)

Scheduling: 2006-07 (Chair)

Computer Services: 2008-09  
Dean's Advisory Council: 2004-05  
Long-Term Planning Committee (Working Group): 2001-02  
Dean's Ad hoc Budget Committee: 2002-03  
Ad hoc Committee on Appointments Voting Rules (Chair): 2008  
Ad hoc Committee on the Sunflower Ceremony: 1999-2000

**University of Texas (1997 – present)**

**System-Wide Committees**

Chancellor's Blue Ribbon Panel on Professionalism and Citizenship (2012)  
(appointed by Chancellor)

Committee to Frame UT Policies on Conflict of Commitment (2012)

**University Committees**

Faculty Grievance Panel Pool, Member (2018-20; 2008-10; 2006-08; 2003-05)  
(appointed by University President)

University Faculty Gender Equity Council, Law School representative (2014-17)

University Gender Equity Council, member (2013-14)

Committee to Select Rhodes and Marshall Scholarship Candidates from the  
University of Texas, Member (2010)

Selection of Dean of LBJ School of Public Affairs, Consultative Committee to  
the Provost, Member (2009-10) (appointed by University Provost)

Chair, University Hearing Panel on Termination for Cause (2003) (appointed to  
Panel by University President)

**Association of American Law Schools**

Section on Professional Responsibility: Executive Committee (2012-15)

Section on State and Local Government Law: Executive Committee (1994-2000);

Chair (1999-2000); Chair-Elect (1998-99); Secretary (1997-98)

Section on Constitutional Law: Executive Committee (2003-04)

**University of Arizona College of Law (1992 - 1996)**

Faculty Appointments: 1995-96, 1993-94

Dean Search: 1994-95 (appointed by University Provost)

Workshops/Speakers: 1995-96, 1994-95 (Chair), 1993-94

Admissions: 1992-95

Judicial Clerkships: 1992-93

**University of Virginia School of Law (1986 - 1992)**

Admissions: 1987-92

Judicial Clerkships: 1987-91

McCorkle Lecture: 1987-88

Faculty Secretary: 1986-87

## **SELECTED OTHER HONORS AND ACTIVITIES**

---

Board of Directors, United States Bridge Federation (2020 – present)

- Vice President (2022-2023)

American Contract Bridge League

- Hall of Fame Nominating Committee, Member (2023-present)

### **World Bridge Championships**

- Two-time World Champion (2018; 2014) – one-time Silver Medalist (2009) – one-time Bronze Medalist (2022)
  - 2023 – Marrakech, Morocco – Venice Cup (5<sup>th</sup> place (tie)) (one of 12 women selected to represent the USA)
  - 2022 – Wroclaw, Poland
    - McConnell Cup (3<sup>rd</sup> place)
    - Women’s Pairs (5<sup>th</sup> place)
  - 2022 – Salsomaggiore, Italy – Venice Cup (5<sup>th</sup> place (tie)) (one of 12 women selected to represent the USA)
  - 2019 – Wuhan, China
    - Venice Cup (5<sup>th</sup> place (tie)) (one of 12 women selected to represent the USA)
    - Wuhan Grand Prix II (1<sup>st</sup> place)
  - 2018 – Orlando, Florida – McConnell Cup (1<sup>st</sup> place)
  - 2014 – Sanya, China
    - McConnell Cup (1<sup>st</sup> place)
    - Women’s Pairs (18<sup>th</sup> place)
  - 2010 – Philadelphia, PA
    - McConnell Cup (5<sup>th</sup> place (tie))
    - Women’s Pairs (8<sup>th</sup> place)
  - 2009 – Sao Paulo, Brazil – Venice Cup (2<sup>nd</sup> place) (one of 12 women selected to represent the USA)
  - 2006 – Verona, Italy
    - McConnell Cup (9<sup>th</sup> place (tie))
    - Women’s Pairs (13<sup>th</sup> place)
  - 2002 – Montreal, Canada
    - McConnell Cup (5<sup>th</sup> place (tie))
    - Women’s Pairs (17<sup>th</sup> place)
  - 2001 – Paris, France – Venice Cup (5<sup>th</sup> place (tie)) (one of 12 women selected to represent the USA)

### **North American Bridge Championships**

- 16-time North American Champion
  - First place -- Life Master Women’s Pairs – Fall 2007, 2003
  - Women’s Swiss Teams – Spring 2015, 2007, 2001, 1998
  - Women’s Board-a-Match Teams – Fall 2008, 2006, 2005, 1999
  - Women’s Knock Out Teams – Summer 2015, 2010, 2008, 2005, 2003
  - Mixed Board-a-Match Teams -- Summer 1999

Second place – Women’s Knock Out Teams – Summer 2014  
 Women’s Swiss Teams – Spring 2008, 1999  
 Women’s Board-a-Match Teams – Fall 2002

Third place -- Women’s Knock Out Teams – Summer 2013, 2004, 2002, 2001, 1997  
 (all 3<sup>rd</sup> place tie)  
 Women’s Swiss Teams – Fall 2013  
 Life Master Women’s Pairs – Fall 2013

### **European Open Bridge Championships**

- European Champion (2015) -- Silver Medalist (2023; 2017)
  - 2023 – Strasbourg, France – Women’s Teams (2<sup>nd</sup> place); Women’s Pairs (4<sup>th</sup> place)
  - 2017 – Montecatini, Italy – Women’s Teams (2<sup>nd</sup> place)
  - 2015 – Tromso, Norway – Women’s Teams (1<sup>st</sup> place)

### **U.S. Women’s Bridge Championships (USBF Women’s Team Trials)**

First place – 2019, 2009, 2001  
 Second place – 2023, 2021, 2016, 2008  
 Third place -- 2003, 2000 (tie)

### **Other**

- Yeh Bros Cup Shanghai Bridge Master Championship (2019) (member of the only all-female team invited to participate) (10<sup>th</sup> place tie of 28 teams)
- Beijing Hua Yuan Cup World Women Elite Bridge Tournament (2013) (one of six women selected to represent the USA) Hua Yuan Cup Teams (7<sup>th</sup> place); Capital Cup Pairs (15<sup>th</sup>)
- Beijing Hua Yuan Cup World Women Elite Bridge Tournament (2011) (one of six women selected to represent the USA) Hua Yuan Cup Teams (6<sup>th</sup> place); Yang Guang Sheng Da Cup Pairs (6<sup>th</sup> place)
- WBP Pairs -- Third place – 2003

Women’s World Grand Master, World Bridge Federation  
 Emerald Life Master, American Contract Bridge League

Selected to U.S. Olympic Rowing Team Camp (1976)  
 Selected to National Rowing Team Camp (1978, 1977, 1975)  
 Yale Varsity Women’s Crew (1974-78)

### **PERSONAL**

---

Married to Samuel H. Dinkin, Ph.D.  
 One child, Mahria Alexandra Baker (born 1998)