

NOTICE OF PROPOSED CLASS SETTLEMENT

YOU MAY BE ENTITLED TO A \$500 CASH PAYMENT AND ADDITIONAL REIMBURSEMENT OF OUT-OF-POCKET REPAIR EXPENSES IF:

- 1) You purchased or leased one of the following vehicles in **Ohio** new: 2017-2019 GMC Acadia, 2019 Chevrolet Blazer, 2016-2019 Chevrolet Malibu, 2018-2019 Chevrolet Traverse, or 2016-2019 Chevrolet Volt; OR You purchased or leased one of the following vehicles in **Tennessee** new: 2017-2018 GMC Acadia; and
- 2) You experienced the “shift to park” issue discussed below and sought a repair from a GM dealership during your vehicle’s warranty period.

Your rights may be affected by this settlement whether you act or not. Read this Notice carefully.

A proposed class action settlement (the “Settlement”) resolves allegations that some 2017-2019 GMC Acadia, 2019 Chevrolet Blazer, 2016-2019 Chevrolet Malibu, 2018-2019 Chevrolet Traverse and 2016-2019 Chevrolet Volt vehicles (referred to here as the “Class Vehicles”) contain defective shifters that cause the vehicles to not recognize when they are placed in park, display a “Shift to Park” message when owners attempt to turn off the ignition, and prevent the vehicles from shutting off. This is referred to as the “STP Issue” or the “Shift to Park Issue” in this Notice. The Parties have reached a Settlement to avoid the costs of litigation and to provide Class Members with relief. Qualifying Class Members are entitled to a \$500 cash payment and up to \$375 in reimbursement for qualifying out-of-pocket repair expenses. The Settlement provides the following benefits:

1. **\$500 Cash Payment.** Class Members (defined below) will receive cash payments of \$500.

You **must** submit a Claim Form to receive the payment unless you appear in GM’s warranty data.

More information regarding eligibility for the \$500 cash payment is available below.

2. **Out-of-Pocket Reimbursement Payment.** Class Members who paid out-of-pocket for a repair for the STP Issue will receive an additional payment of up to \$375 as reimbursement.

You **must** submit a Claim Form and Supporting Documentation (defined below) to receive a reimbursement payment unless you appear in GM’s warranty and customer pay data.

More information regarding eligibility for the reimbursement payment is available below.

What is this Case About?

Mark Riley of Ohio and Rilla Jefferson of Tennessee (together, the “Plaintiffs”) sued General Motors (“GM”) for breach of warranty and breach of contract arising from their purchase of Class Vehicles which allegedly contained defective shifters suffering from the Shift-to-Park Issue and GM’s alleged failure to repair the Issue under applicable warranties. GM denies all of Plaintiffs’ allegations of wrongdoing, fault, liability, or damage to Plaintiffs or the Settlement Class, and denies that it acted improperly or wrongfully in any way. To read more about the claims and defenses in this case, you can view case documents at www.STPlawsuit.com.

A court in Ohio certified a class of similarly situated vehicle purchasers as Mark Riley. A court in Tennessee certified a class of similarly situated vehicle purchasers as Rilla Jefferson. The two actions have been consolidated in Tennessee for the purposes of this Settlement. Judge Jon Phipps McCalla of the United States District Court for the Western District of Tennessee is in charge of the consolidated case.

Who is Included? Am I in the Class?

The Ohio Class is:

- (1) Initial purchasers and lessees of new *Riley Class Vehicles*—2017-2019 GMC Acadia, 2019 Chevrolet Blazer, 2016-2019 Chevrolet Malibu, 2018-2019 Chevrolet Traverse, or 2016-2019 Chevrolet Volt vehicles—who purchased or leased their vehicles in Ohio; (2) who sought a repair from a GM dealer regarding the STP Issue during the warranty period; and (3) who were not provided with a silicon-free replacement part.

The Tennessee Class is:

- (1) Initial purchasers and lessees of new *Jefferson Class Vehicles*—2017-2018 GMC Acadia vehicles—who purchased or leased those vehicles in Tennessee; (2) who sought a repair from a GM dealer regarding the STP Issue during the warranty period; and (3) who were not provided with either a silicon-free replacement shifter assembly or silicon-free shifter control wire harness at no charge.

QUESTIONS? CALL 1-833-419-4818 OR VISIT www.STPlawsuit.com

The Ohio and Tennessee Classes are referred to in this Notice as “the Class.” Therefore, you are a member of the Class (a “Class Member”) if **(1)** you purchased or leased a new 2017-2019 GMC Acadia, 2019 Chevrolet Blazer, 2016-2019 Chevrolet Malibu, 2018-2019 Chevrolet Traverse, or 2016-2019 Chevrolet Volt in Ohio, **OR** you purchased or leased a new 2017-2018 GMC Acadia in Tennessee; **(2)** sought a repair from a GM dealer regarding the Shift to Park Issue during the warranty period; and **(3)** in response you either received no repair attempts at all, or you received repair attempt(s) that were not a silicon-free replacement shifter assembly or silicon-free shifter control wire harness.

You are receiving this Notice because records indicate you purchased a new *Riley Class Vehicle* in Ohio or a new *Jefferson Class Vehicle* in Tennessee. If you are not sure whether you are included in the Settlement, you may visit www.STPlawsuit.com. You may also write with questions to the Settlement Administrator at *Jefferson & Riley v. General Motors* Settlement Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132, or call 1-833-419-4818.

Excluded from the Class are all entities and natural persons who submit a valid request for exclusion following this Notice of Pendency of Class Action in this litigation.

Your receipt of a Postcard Notice or Email Notice does not mean you are necessarily a member of the Class. Only people who meet the class definition are members of the Class.

If you meet the definition of the Class above, you ARE a Class Member.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Receive The \$500 Cash Payment

All Class Members are entitled to receive a \$500 cash payment (to be divided equally among any Class Members who co-own or co-lease a given Class Vehicle). GM has records of some but not all owners who sought repairs for the STP Issue during the warranty period but did not receive silicon-free replacement parts (called the “warranty data”). Those Class Members who do not appear in GM’s warranty data must submit a Claim Form to receive the \$500 cash payment.

You must submit a valid Claim Form to receive the \$500 cash payment unless you appear in GM’s warranty data: if you do not appear in GM’s warranty data but are a member of the Class you must submit a valid Claim Form by **August 19, 2025**, to receive the \$500 cash payment.

You can submit a Claim Form on the Settlement Website or by mailing the Claim Form to: *Jefferson & Riley v. General Motors* Settlement Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132.

If you appear in GM’s warranty data, you do not need to do anything to receive the \$500 cash payment: if you appear in GM’s warranty data, you do not need to submit a Claim Form or take any other actions to receive the \$500 automatic cash payment.

You can check whether you are in the warranty data by going to this website: www.STPlawsuit.com.

Receive Reimbursement Of Out-Of-Pocket Repair Expenses

In addition to the \$500 cash payment, Class Members who paid out-of-pocket for repairs for the Shift to Park Issue are also entitled to reimbursement of their repair expenses in an amount up to and not to exceed \$375. GM has records of some but not all owners who paid out-of-pocket for repairs at GM dealers or service departments (called the “customer pay data”). Those Class Members who do not appear in GM’s customer pay data must submit a Claim Form and Supporting Documentation (defined below) to receive a payment of up to \$375 as reimbursement for any such repair expenses.

You can check whether you are in the warranty and customer pay data or submit a claim by going to this website: www.STPlawsuit.com.

- 1. You must submit a Claim Form AND Supporting Documentation (defined below) establishing your out-of-pocket expenses unless you appear in GM’s warranty data AND you appear in GM’s customer pay data:** if you do not appear in GM’s warranty data and you do not appear in GM’s customer pay data, you must submit both (1) a valid Claim Form and (2) Supporting Documentation (defined below) by **August 19, 2025** to receive reimbursement.
- 2. You must submit a Claim Form AND Supporting Documentation (defined below) establishing your out-of-pocket expenses if you do appear in GM’s warranty data BUT do not appear in GM’s customer pay data:** if you appear in GM’s warranty data but you do not appear in GM’s customer pay data, you must submit both (1) a valid Claim Form and (2) Supporting Documentation (defined below) to establish your qualifying out-of-pocket expenses by **August 19, 2025** to receive reimbursement.

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3. **If you appear in GM's warranty data AND you appear in GM's customer pay data, you do not need to do anything to receive reimbursement:** if you appear in GM's warranty data AND you appear in GM's customer pay data, you will automatically be reimbursed up to \$375 dollars for your qualifying out-of-pocket expenses as reflected in GM's records. You can check whether you are in the warranty and customer pay data by going to this website: www.STPlawsuit.com.

Supporting Documentation: Those Class Members who must submit Supporting Documentation to receive reimbursement must submit either an invoice and/or other combination of repair documentation such as a repair order or service record showing:

- (1) the Vehicle Identification Number ("VIN") of your vehicle,
- (2) the date of the repair for the Shift to Park Issue,
- (3) a description of the work performed,
- (4) proof of the total amount paid (for both parts and labor), and
- (5) the facility that performed such repair.

To determine whether you need to submit a Claim Form and/or Supporting Documentation to receive the reimbursement payment, read the above to see which category you fall into. You can check whether you appear in GM's warranty data and/or customer pay data by visiting www.STPlawsuit.com.

Note: If there are multiple co-owners or co-lessees of any particular Class Vehicle, the out-of-pocket reimbursement payment shall be divided as follows. Any out-of-pocket repair expenses (of up to \$375) appearing in GM's customer pay data shall be divided equally among such Class Members. Any other reimbursement payment (of up to \$375) shall be paid to the Class Member listed as payor in the relevant supporting documentation. If there are multiple payors identified in the relevant supporting documentation, the reimbursement payment (of up to \$375) shall be divided equally among such Class Members. If different payors paid for different out-of-pocket repairs of the STP Issue that collectively exceed \$375, the \$375 reimbursement payment shall be allocated among such Class Members in proportion to the cost of the respective repairs for which they paid. The total reimbursement payments for any given VIN shall not exceed \$375.

Exclude Yourself From The Class

If you ask to be excluded, you will not get any of the settlement payments discussed above, and you cannot object to the Settlement. You will not be legally bound by anything that happens or has happened in the lawsuit. You may be able to sue (or continue to sue) GM in the future for the issues in this case. The deadline for excluding yourself is **July 21, 2025**.

Any Class Member who wishes to be excluded from the Class must submit a request for exclusion ("Request for Exclusion") to the Settlement Administrator at the following address: *Jefferson & Riley v. General Motors* Settlement Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132. To be effective, the Request for Exclusion must contain the following information:

1. The name of one or both of the lawsuits: *Jefferson v. General Motors LLC*, No. 2:20-cv-02576 (W.D. Tenn.) OR *Riley v. General Motors LLC*, No. 2:24-cv-02982 (W.D. Tenn.);
2. The Class Member's full name, telephone number and current address;
3. The model, model year and VIN of the Class Vehicle and the approximate date(s) of purchase or lease;
4. A clear and unambiguous statement of the Class Member's intent to be excluded from the Settlement and the Class; and
5. The Class Member's signature and the date he/she/it signed it.

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.

Object To The Settlement

If you are a Class Member, you can object to the Settlement, any award of attorneys' fees and costs and/or service awards to the Plaintiffs. You can give reasons why you think the Court should not approve the Settlement or any awards. The Court will consider your views. The deadline for objecting is **July 21, 2025**.

Any Class Member who intends to object to the fairness of the Class Settlement must submit a written objection. The written objection must be filed with the Court via the Court's electronic filing system, and if not filed via the Court's electronic system, must mail the objection to the Court and the following persons, by first-class mail postmarked no later than **July 21, 2025**, to Sergei Lemberg, Lemberg Law, LLC, 43 Danbury Road, 3rd Floor, Wilton, CT 06897 on behalf of Settlement Class Counsel;

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John Nadolenco, Mayer Brown LLP, 333 S. Grand Avenue, 47th Floor, Los Angeles, CA 90071, on behalf of GM Counsel; and the Settlement Administrator, *Jefferson & Riley v. General Motors* Settlement Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132.

Objections must include the following information: (1) the name and case number of the lawsuit (*Jefferson v. General Motors LLC*, Case No. 2:20-cv-02576-JPM-tmp OR *Riley v. General Motors LLC*, No. 2:24-cv-02982 (W.D. Tenn.)); (2) the Class Member's full name, current address, and current telephone number; (3) the model year and VIN of his/her/its Class Vehicle(s); (4) a statement of the objection(s), including all factual and legal grounds for the position; (5) copies of any documents the objector wishes to submit in support; (6) 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; (7) a statement of whether the Class Member objecting intends to appear at the Fairness Hearing, either with or without counsel; (8) the identity of all counsel (if any) who will appear on behalf of the Class Member objecting at the Fairness Hearing and all persons (if any) who will be called to testify in support of the objection; (9) 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; (10) the date the objection is signed; (11) 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; (12) a statement that the objector is a member of the Riley Class or Jefferson Class; and (13) sufficient information and/or documentation to establish, if necessary, that he/she/it is a member of the Riley Class or Jefferson Class. If the Class Member or his or her counsel have not made any prior objections, the Class Member shall affirmatively so state in the written materials provided with the objection.

Do Nothing

If you do nothing, you will be bound by the terms of the Settlement. You may or you may not receive the \$500 cash payment and/or reimbursement of out-of-pocket payments discussed above depending on whether or not you appear in GM's warranty and/or GM's customer pay data. Please see the sections above entitled "Receive the \$500 Cash Payment" and "Receive Reimbursement of Out-Of-Pocket Repair Expenses" to determine whether you must submit a Claim Form and/or Supporting Documentation to get a payment.

By doing nothing, you do give up certain rights to sue GM or other Released Persons or Entities.

Attend The Fairness Hearing

To decide whether to grant final approval to the Settlement, the Court will hold a Fairness Hearing on **August 22, 2025, at 10:00 a.m. CT**, in-person at the U.S. District Court for the Western District of Tennessee, Odell Horton Federal Building, 167 North Main Street, Memphis, Tennessee 38103. The class action cases covered by this Settlement are captioned *Jefferson v. General Motors LLC*, No. 2:20-cv-02576 (W.D. Tenn.) and *Riley v. General Motors LLC*, No. 2:24-cv-02982 (W.D. Tenn.). The Court may hold the Fairness Hearing remotely, reschedule the Fairness Hearing, or change any of the deadlines described in the Notice. The date of the Fairness Hearing may change without further notice to the Class Members. Be sure to check the Settlement Website for news of any such changes.

THE CLASS REPRESENTATIVES AND CLASS COUNSEL

Who are the Class Representatives and how much will they receive?

There are two Class Representatives: Rilla Jefferson and Mark Riley. The Class Representatives will receive their benefits of the Settlement as Class Members and they will request incentive awards of up to \$10,000 each, to be paid by GM, for having pursued the actions. No amount of an incentive has been awarded. The Class Representatives will request that the Court approve their awards, and the awards are subject to Court Approval.

Do I have a lawyer in this case?

To represent the Classes, the Court has appointed attorneys with the law firm of Lemberg Law, LLC, 43 Danbury Road, Wilton, CT 06897, the Lafferty Firm, 1321 Murfreesboro Pike, Suite 521, Nashville, TN 37217, and the Chandra Law Firm, 1265 W. 6th Street, Suite 400, Cleveland, OH 44113 as "Class Counsel."

Class Counsel will request an award of attorney's fees and costs of up to \$2,035,000 to be paid by GM. Class Counsel's petition for an award of attorneys' fees and costs will be available on the Settlement Website. Any attorneys' fee and expense award is subject to Court Approval. You may hire your own attorney, but only at your own expense.